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**Contracting Authorities:**

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| --- |
| **Administrative Terms and Conditions (ATC) common to all the specific contracts**  **PROVISION OF ADVICE AND services**  **Contract concluded by an order grouping**  **France Télévisions reference: AC221-178** |

**FRANCE TELEVISIONS**

A Société Anonyme (public limited company) with capital of €378,340,000.00, registered at the Paris Commercial and Companies Registry under the number 432 766 947, the registered office of which is at 7 Esplanade Henri de France, 75907 Paris Cedex 15 – Telephone: 01 56 22 60 00, represented by Ms Delphine Ernotte-Cunci, Chairman and Chief Executive Officer,

Hereinafter referred to as “FRANCE TELEVISIONS” or “FTV”,

**ARTE GEIE**

A European economic interest grouping registered at the Strasbourg Commercial and Companies Registry under the number 382 865 624, the registered office of which is at 4 quai du Chanoine Winterer, 67000 Strasbourg – Telephone: 03 90 14 22 22, represented by Mr Bruno Patino, President,

Hereinafter referred to as “ARTE GEIE”,

1. **PURPOSE OF THE DYNAMIC PURCHASING SYSTEM AND OF THE SPECIFIC CONTRACTS**

This tender procedure, which is being conducted in accordance with the procedure provided by the French Public Procurement Code (Articles L. 2125-1 and R. 2121-8 to R. 2162-51), is intended to establish a dynamic purchasing system (DPS).

The purpose of the specific contracts that may be concluded in the context of this dynamic purchasing system is to provide advice and services for digital products.

These services are described in the Technical Terms and Conditions (TTC) attached to the application pack, and may be further detailed when each of the specific contracts is concluded.

This DPS is subdivided into categories:

* Category 1: Web development and integration services
* Category 2: Engineering services for Information Systems, Cloud and web infrastructures
* Category 3: iOS and Android mobile development services
* Category 4: Technical expertise in web development, web performance and infrastructure
* Category 5: Agile coaching and Scrum mastering services
* Category 6: Technical project management services
* Category 7: Application development services for the TV universe (including Smart TV, iPTV and HbbTV)
* Category 8: Product management and product ops services
* Category 9: Functional project management and project management assistance services
* Category 10: Product design and design ops services
* Category 11: Artistic and graphic design services – artwork
* Category 12: Content editing services on video platforms
* Category 13: Technological expertise in broadcast and video streaming systems
* Category 14: Functional and technical support services for users and quality assurance
* Category 15: Information Systems security services
* Category 16: Technical and organisational Cybersecurity services

**For the avoidance of doubt, ARTE GEIE is in a grouping for categories 1 to 12 and 14.**

The DPS does not have a minimum or a maximum amount, whether during its initial period or any renewal periods.

1. **ORDER GROUPING**

## Members of the order grouping

This procedure is being conducted in the context of an order grouping referred to as the “Grouping” consisting of two contracting authorities from the French public broadcasting sector, namely France Télévisions and ARTE GEIE.

France Télévisions is the coordinator of the Grouping.

## Division of roles between the coordinator and the members

France Télévisions is the procurement and administrative implementation coordinator of the dynamic purchasing system. On the other hand, each member will be responsible for the procurement, performance and direction of each specific contract in its area and for operational and day-to-day management, and invoicing will take place directly between the contract holder and the members of the Grouping concerned based on their purchase orders and actual consumption, as the case may be.

**2.3 Dynamic Purchasing System listing procedure**

A dynamic purchasing system is an entirely electronic process for the placing of public procurement contracts for commonly used purchases, whereby the purchaser, after a competitive tender procedure, awards one or more specific contracts to one of the economic operators previously selected and listed within the system.

Throughout its period of validity, the system is open to any economic operator satisfying the requirements and selection criteria defined in the tender regulations of the DPS.

All candidates satisfying the requirements and selection criteria are admitted to the system and their number is not limited.

The DPS is implemented in the following way:

* A notice of advertisement is published, and the tender documentation is available online throughout the duration of the system;
* The tender documentation specifies the nature of the envisaged purchases and the estimated quantities, as the case may be;
* Throughout its period of validity, the system is open to any economic operator satisfying the requirements and selection criteria for applications\*;
* Any operator can apply to join the system during its period of validity\*;
* When a member of the grouping launches a specific contract, it invites all the candidates present in the system to respond. The deadline for receipt of bids is set by the Grouping, and is at least 10 calendar days, however a shorter deadline may be set by agreement with all the candidates consulted;
* The period of validity of the system originally announced may be amended by the Grouping, in which case operators will be informed by the publication of an amended notice.

\*Companies can therefore send in their application throughout the period of validity of the DPS.

**Deadline (date and time) for the delivery of applications before the launch of the first specific contract for the categories 1 to 14: 17 January 2022 at 5.30 p.m. (Paris, France time).**

**Deadline (date and time) for the delivery of applications before the launch of the first specific contract for the categories 15 and 16: 7 April 2022 at 5.30 p.m. (Paris, France time).**

However, it is advisable to send in applications during the initial application phase in order to be listed for all the specific contracts that will be concluded by the Grouping.

1. **PARTICULAR CHARACTERISTICS OF THE SPECIFIC CONTRACTS**

Specifications not provided for in the tender documentation of the DPS may be the subject of a bid supplement depending on the need expressed at the time the specific contracts are concluded.

Furthermore, each specific contract may make additional amendments to these administrative terms and conditions which are common to all the specific contracts.

Specifications not provided for by the contractual documents specific to each specific contract may be the subject of a supplement at the time the purchase orders are issued.

1. **SPECIFIC CONTRACTS**

The provisions appearing in this document are conditions of performance common to the specific contracts.

**4.1 - Form**

The specific contracts concluded in the context of this DPS may be single or multi-contractor contracts and may be divided into lots, as the case may be.

These contracts may be:

- at a fixed price;

- at a unit price;

- at a combination of a fixed price and unit price.

Unless stated to the contrary in the tender documentation of the specific contracts, they will be without a minimum and without a maximum.

**The award procedure**

When a need arises, the member of the Grouping shall ask the listed candidates, via its own electronic platform, to file an initial bid based on the specifications of the specific contract and more generally on the documents in the tender documentation of the specific contract.

This request shall include, in particular:

- the form and duration of the specific contract;

- the form of the price;

- the contract’s division into lots;

- a description of the services;

- the provisional performance deadlines;

- the criteria for the award of the contract and their weighting having regard to the range indicated in the tender regulations of the DPS;

- the date and time for the delivery of bids.

Unless otherwise stated in the tender documentation of the specific contract: in the case of France Télévisions, the services may take place at any France Télévisions site, on the understanding that the departments in charge of these areas will be located at the Parisian sites.

Unless otherwise stated in the tender documentation of the specific contract: in the case of ARTE GEIE, the services may be performed on site in Strasbourg or remotely. The procedures for the performance of the services under each specific contract will be defined in the invitations to submit bids.

Additional information relating to the characteristics of the initial bid may be provided within a deadline prescribed and specified in the request for further information sent by the member of the Grouping. This additional information must not substantially alter the initial bid.

Listed candidates undertake, at the request of the member of the Grouping, to deliver a proposal valid as a bid for each of the specific contracts.

Bids will be analysed in accordance with the weighted criteria indicated in the tender procedure letter for the specific contract.

The clauses of the specific contracts will supplement those of the DPS but may not contradict them.

**4.2 - Negotiation**

The specific contracts may be the subject of negotiations at the request of the member of the Grouping for all needs below the formalised procedural threshold in order to ensure that the needs expressed are properly understood, that the proposed resources are adequate to guarantee the desired result and that the contract is economically efficient.

At the time of publication of the DPS in December 2021, the formalised procedural threshold is €213,999.99 excluding VAT.

**4.3 - Interviews - Pitches**

In the context of the competitive tender procedure for the specific contracts, the member of the Grouping reserves the right to organise interviews/pitches, the terms and conditions of which will be specified, in particular, in the tender documentation for the specific contracts concerned.

1. **DOCUMENTATION, STANDARDS AND REGULATIONS**

The services the subject of this DPS and its specific contracts must comply with the standards and regulations in force or known at the time of the delivery of bids.

Upon delivery, the contract holder undertakes to supply all the documentation necessary to fulfil this DPS and its specific contracts. It assigns the rights to reproduce these documents to the member of the Grouping and undertakes to provide any corrected documents without any price supplement.

The contractual documents of each specific contract will specify the language or languages of the documentation required and/or desired, as the case may be.

1. **CONTRACTUAL DOCUMENTS OF THE DPS AND OF THE SPECIFIC CONTRACTS**

The contractual documents of the DPS and of the specific contracts are as follows, in descending order of priority:

* The Administrative Terms and Conditions (ATC) of the DPS common to the specific contracts and its annexes
* The Technical Terms and Conditions (TTC) of the DPS
* The candidate’s application response framework (ARF) of the DPS
* The documentation of the future specific contracts and in particular the deeds of commitment and financial documents
* Any special subcontracting documents and their amendments, after the date of notification of the specific contracts, as the case may be.

If applicable, the Special Administrative Terms and Conditions of each specific contract will list the contractual documents specific to the contract.

Any conditions imposed by an economic operator that are contrary to these contractual documents will be unenforceable against the Grouping. In the event of any contradiction or difference between the constituent documents, these documents will prevail in the order in which they are listed above.

In the absence of provision to the contrary, all amounts appearing in the financial documents of the specific contracts are expressed in euros excluding VAT.

**6.1 - The duration and entry into force of the DPS**

The dynamic purchasing system is open for a period of 2 years renewable twice for periods of 1 year with effect from the day after the receipt of applications on 17 January 2022, namely from 18 January 2022.

The specific contracts will be issued by each member of the Grouping as and when needs appear throughout the period of the DPS.

The specific contracts can only be concluded during the period of validity of the DPS.

Candidates listed in the DPS cannot refuse renewal, and no compensation can be claimed by reason of the non-renewal of the DPS. The DPS will be renewed at least one (1) month before the renewal date.

**6.2 - Duration and entry into force of the specific contracts**

The duration of the specific contracts is not set by the DPS. It will be determined in the contractual documents for each specific contract.

It is specified that the period of performance of the specific contracts cannot be extended beyond the period of validity of the DPS unless the obligation to periodically reopen competitive tender procedures between economic operators is observed.

Performance deadlines will be specified in the contractual documents of each specific contract.

1. **TERMS AND CONDITIONS OF COMPLETION, VERIFICATION AND ACCEPTANCE OF THE SERVICES**

The services will be provided in the places defined in the contractual documents of each specific contract in accordance with the stated performance deadlines.

The aforementioned documents will also specify the verification operations and conditions of acceptance of the services.

1. **PRICE – PRICE COMPONENTS – PRICE VARIATIONS**

**8.1 - Price of the specific contracts**

The specific contracts will be agreed, depending on the requirements of the contract:

- at a fixed price;

- at unit prices;

- at a combination of fixed and unit prices.

**8.2 - Price components**

Prices will be deemed to include any social security, fiscal, parafiscal or other charges to which the services are compulsorily subject. Prices will also be deemed to include any meetings in the context of the services provided by the specific contracts.

**8.3 - Variation of the prices of specific contracts**

Unless stated to the contrary, the prices of the specific contracts will be fixed for the entire duration of the specific contracts, including any renewals. If necessary, this will be mentioned in the tender documentation of the specific contract.

**8.4 - Promotional offers**

The contract holder has the option of making a promotional offer to the member of the Grouping for a limited period.

The contract holder undertakes, throughout the period of the specific contract including any renewal periods, to ensure that the member of the Grouping benefits at all times from any price reduction applied to its professional clientele, whether in the form of a promotional offer for a limited period or of a reduction in the price of its services.

The contract holder undertakes to ensure that the member of the Grouping benefits from any price reduction associated with a change in the regulations.

The financial annex to the deed of commitment will be updated, if necessary, without the need for an amendment to be prepared.

The Grouping reserves the right to check, by any means at its disposal, that the contractual provisions contained in this Article are properly applied.

**8.5 - Catalogue**

This Article specifies the procedure to be followed in the event that a catalogue of services is required for a specific contract.

In its financial bid, the selected candidate will provide its catalogue of services associated with the subject of the specific contract. The services defined in the catalogue will be regarded as services to be provided in response to purchase orders.

At a later stage, each member of the Grouping may ask the selected candidate to provide its unit price list (BPU) in a file compatible with the management information system, in order to facilitate the ordering and invoicing process, in particular.

In particular, the contract holder must report, and alert the member of the Grouping to any availability constraints affecting the services indicated in the catalogue, or if they cease to be marketed. These updates will be made in the form of a signed amendment, if necessary.

1. **TERMS OF PAYMENT FOR SPECIFIC CONTRACTS**

**9.1 - General provisions**

It is specified that payments will be made in euros, in accordance with the invoicing timetable defined in each specific contract.

**9.2 - Taking penalties into account**

Retentions resulting from the application of penalties will be deducted from the invoice relating to the period covered by the invoice.

**9.3 - Termination of specific contracts**

In the event of termination of a specific contract, for whatever reason, a settlement of accounts will be prepared.

Sums still owed by the contract holder will immediately become due and payable. Otherwise, the rules defined above will apply.

1. **INVOICING PROCEDURES**

**10.1 - General provisions**

Unless stated to the contrary in relation specifically to each member of the Grouping, each invoice will contain the following information, in addition to the information required by law:

• The name of the Contracting Authority concerned (FTV/ARTE GEIE);

• The bank account or post office account number;

• The number of the order form, as the case may be;

• The name and address of the Contract Holder;

• The contract reference;

• The description and quantity of the supplies delivered, as the case may be;

• The date of delivery, as the case may be;

• The date of the invoice;

• The amount excluding VAT, the rate and amount of VAT and the amount including VAT.

**10.2 - Invoicing procedures specific to FTV**

**A PDF version of invoices shall be sent to the address FTV.facture@francetv.fr.**

Format and content of files:

- Invoices shall be sent as attachments to the covering e-mail

- Invoices must be exclusively in PDF format

- One PDF file per invoice

- The PDF file shall be named according to the number of the invoice concerned

The order form number must be stated on the invoice, preceded by the word “order”. If the order number is not stated, the invoice will be returned.

Invoices will be payable by bank transfer within **60 (sixty) days net of receipt of the invoice**.

Payments to the contract holder will be made (subject to the services being in conformity with the contract) in accordance with the conditions established with France Télévisions and appearing in the ATC or the order form relating to the service provided.

In the event of a delay in payment, but subject to the complete performance of the service, the contract holder will be entitled to the payment of late payment interest, which may not in any circumstances exceed the interest rate applied by the European Central Bank plus eight percentage points. Late payment interest will run from the day following the due date provided by the contract or the order, or from the expiry of the payment period, until the date of payment of the principal, inclusive. Delays in payment will also give rise to the payment of a fixed sum of €40 in respect of recovery expenses.

**10.3 - Invoicing procedures specific to ARTE GEIE**

**Electronic transmission**

Invoices sent to ARTE GEIE electronically must be sent to the e-mail address provided to the holder of each specific contract.

It is specified that invoices must be sent to this address in the event that the contract holder chooses to send the invoice by electronic means. Any other method of electronic transmission will be invalid.

**Postal transmission**

Invoices sent to ARTE GEIE by post must be sent to the following address:

ARTE GEIE

Accounting

4 quai du Chanoine Winterer

F-67080 Strasbourg Cedex

ARTE GEIE will pay sums under the contract by crediting the bank account indicated by the contract holder.

Sums owed to the holder of the specific contract will be paid within a period of thirty days from the date of receipt of the invoice, provided that the specific contract was performed in accordance with the contractual requirements.

**10.4 - Verification of requests for payment**

The member of the Grouping shall verify the amount indicated on the invoice. In the event that the member of the Grouping receives an invoice whose amount does not conform to the reality of the services actually performed and accepted, the Contract Holder will be asked by the member of the Grouping to correct its invoice and to resend it. This request for rectification will suspend the payment period, which will only restart after the corrected invoice is received.

**10.5 - Global payment period**

Services will be paid for in accordance with the regulatory time limits in force on the date of presentation of the request for payment. Failure to pay will automatically, without further formality, give rise to late payment interest for the benefit of the Contract Holder, which will run from the day following the expiry of the global payment period until the date of payment of the principal, inclusive. The rate of late payment interest will be equal to the most recent interest rate for main refinancing operations applied by the European Central Bank before the first calendar day of the current half year in which the late payment interest started to run, plus eight (8) points.

In addition to the late payment interest due on any late payment, a fixed sum of forty euros (€40) will be payable in respect of recovery expenses.

**10.6 - Payment procedures in cases of co-contracting**

In the case of a several grouping, each member of the grouping will directly receive the sums relating to the performance of its own services. In the case of a joint grouping, payment will be made to a single account opened in the name of the members of the grouping or of the representative, unless the deed of commitment provides to the contrary.

**10.7 - The Contract Holder’s bank account details**

The bank account details provided in the deed of commitment and/or attached to it must include the bank account’s international identifier (IBAN + BIC/SWIFT). Notices of transfers shall be sent to the establishment providing the services. The member of the Grouping will pay the sums owed to subcontractors directly by crediting the amounts concerned to the accounts indicated in the declarations of subcontracting.

**10.8 - The bank account details of all the members of a joint grouping**

The bank account details of all the members of a several grouping must be attached to the deed of commitment. The bank account details must include the bank account’s international identifier (IBAN + BIC/SWIFT).

**10.9 - Amendment of bank account details**

In the event of a change in the bank account details during the performance of the contract, the Contract Holder must, as soon as possible, notify the Purchasing Department of the member of the Grouping of this change and provide the relevant bank account details.

1. **INSURANCE**

The holder of a specific contract or of specific contracts and its subcontractors approved by the Grouping must maintain in force with an insurance company of well-known solvency the insurance necessary to cover its civil liability in respect of personal injury, physical damage and pure economic loss (whether or not resulting from insured physical damage) caused to third parties and to a member or members of the Grouping by the performance of the services or resulting therefrom. This insurance cover must be valid before and during performance and after acceptance, for as long as the party concerned may be held liable.

The cover for ordinary civil liability must take effect before the signature of the specific contract and the corresponding certificates must be delivered during each quarter of each year, throughout the period of the services.

Within 15 days of the award of a specific contract, the Contract Holder must present the Grouping with a certificate of the insurance taken out, issued by an insurance company of well-known solvency.

In addition, each contract holder undertakes to notify the Grouping of any amendments affecting its insurance contract or contracts (insurers, type and amount of cover and excess, etc.), and of any matter liable to cause the suspension or termination of the cover under the various policies taken out by the contract holder.

Each contract holder undertakes not to do anything that might render the said policy void or voidable or that might enable the insurer to avoid the policy for failure to observe the obligations imposed on it by the policy.

All insurance expenses are included in the price of the specific contracts, regardless of what form they take.

Lack of insurance will result in the termination of the specific contract at the risk and expense of the contract holder.

The contract holder waives any claims against each member of the Grouping, except in the event of a malicious act on the part of the member concerned, and will ensure that its insurers do the same.

In cases of subcontracting with the prior agreement of the Grouping, each subcontractor will be bound by the same obligations with regard to insurance as if it were the signatory of the specific contract.

1. **HEALTH AND SAFETY**

In the context of performance of the specific contracts, the contract holder must comply with the legal and regulatory provisions relating to health and safety, worker protection and working conditions.

In the event of failure by the contract holder to observe the above requirements, and in the event of an emergency or danger, in particular to individuals, the Grouping reserves the right to interrupt the services the subject of the specific contract without prior formal notice, until the contract holder complies with the aforementioned requirements. This interruption will not suspend the contractual time limits.

1. **CONFIDENTIALITY AND PERSONAL DATA**

**13.1 - Undertaking by the contract holder**

It is a fundamental condition of the Grouping’s agreement that the contract holder, acting on its own behalf and on behalf of its employees, for whom it stands surety, undertakes to maintain the strictest confidentiality with regard to the Services that it provides to the Grouping, even if the said Services are not confidential in nature, and more generally, with regard to any information that it might obtain on the members of the Grouping and on any subsidiary of a member of the Grouping.

The contract holder undertakes not to disclose, whether directly or indirectly, in whole or in part, the nature and content of the Services that it provides to each member of the Grouping, and more generally any information obtained in connection with admission to the DPS, the competitive tender for the specific contracts and more generally the performance of this DPS and its specific contracts, as well as, in particular, any personal data.

**13.2 - Period of confidentiality**

This confidentiality undertaking is given for a period covering both the phase preceding admission to the DPS and the performance of the said DPS and its specific contracts, and shall remain in force for a period of 3 years upon completion of performance or the termination of the DPS and the specific contracts or for a longer period notified by the Grouping, as the case may be.

**13.3 - Liability in the event of disclosure**

The contract holder will be fully liable for any disclosure that is not expressly authorised.

In particular, it will be responsible for observance of this undertaking by its employees and directors, and by its various subcontractors in accordance with Article 1120 of the French Civil Code, and will be answerable to each member of the Grouping for any breach committed by those persons, even if they have left the contract holder’s company.

The contract holder acknowledges that any breach of these obligations would cause serious damage to the interests of the Grouping, which reserves the right to bring any civil or criminal proceedings in this respect.

1. **INTELLECTUAL PROPERTY AND COPYRIGHT**

The contract holder’s remuneration will include the assignment, on an exclusive basis and to each member of the Grouping within its respective area, of all the intellectual property rights relating to all the deliverables produced by the contract holder, as and when they are delivered in the course of performance of the intellectual, advisory or training services provided for in the specific contracts. This assignment will be valid for the entire world and throughout the period of legal protection of such rights.

The rights assigned will include:

* **In the case of the reproduction right:** the right to reproduce all or part of the deliverables, without limitation of number, on any current or future, known or unknown medium, and in particular, without prejudice to the generality, on optical, paper, disk, network or electronic media.
* **In the case of the adaptation right:** the right to adapt the deliverables and in particular the right to correct, develop, translate, modify and assemble them, and to integrate all or part of them in pre-existing or future works and on any of the media mentioned in this Article.
* **In the case of the performance right**: the right to broadcast all or part of the deliverables on any medium and by any currently known or unknown process or means of communication of any kind, and in particular, without prejudice to the generality, via any telecommunication network, whether directly or through a third-party intermediary.
* **In the case of the assignment right:** the right to assign the deliverables to third parties, in whole or in part and in any form whatever, and in particular by an assignment, licence, or any kind of contract in any form relating to all or part of the rights assigned, on a temporary or permanent basis.

The contract holder guarantees that any works produced constitute original creations that do not infringe third-party rights. The contract holder guarantees that it is the assignee of any third-party rights that will be exploited by the Grouping.

**The member of the Grouping will remain the one and only owner of the deliverables supplied by the contract holder.**

1. **THE PARTIES’ OBLIGATIONS**

**15.1 - Organisation of the services – resources deployed by the contract holder**

The contract holder undertakes, at its own expense and under its own responsibility, to deploy all the resources necessary to perform the Services under the conditions provided by each specific contract.

The contract holder confirms that it has received from the member of the Grouping all the information necessary for it to perform the Services in accordance with these provisions.

The contract holder also undertakes to perform the Services in accordance with the rules defined in the **Annex** ("Commercial Practices").

During the performance of each specific contract, the contract holder must, in particular, pursuant to its obligation to give advice and provide information:

- Alert the member of the Grouping to any event of which it becomes aware which could affect the objectives pursued by the member of the Grouping and the obligations of the parties, including if this event is attributable to the member of the Grouping or to a third party; the parties may then consult regarding ways to limit the consequences of the event in question;

- Check all the documents or information provided to it by the member of the Grouping or the third party in order to ensure that they are consistent and, if necessary, to draw attention to any anomaly or omission detected;

- Draw the attention of the member of the Grouping to any breach by the member of the Grouping or third parties, particularly in the event of any failure on the part of the member of the Grouping to put the required organisation in place for the performance of the Services;

- Advise the member of the Grouping in the context of the Services to be carried out, and, if necessary, contribute to analysis of the needs of the member of the Grouping, requesting any information and/or documents necessary to fully understand the needs of the member of the Grouping.

**15.2 - The contract holder’s personnel**

Throughout the period of the Services the contract holder will remain the one and only employer of its personnel allocated to the performance of the Services. It shall have all the prerogatives attached to its capacity as employer in respect of all the persons concerned.

Thus, the contract holder is responsible for the administrative management of its employees (holidays, absences) and for their career management (annual interviews, promotions, etc.).

The contract holder has the sole power to manage and supervise its personnel, and in particular the sole right to exercise disciplinary power.

For this purpose, a representative of the contract holder will handle the management of the employees deployed and will give them instructions and guidance.

For security reasons, the contract holder must provide the member of the Grouping with a list of the names of the personnel who will be working at the site where the Services will be performed, and shall specify the name of its team manager who will be authorised to potentially receive certain data from the member of the Grouping that is necessary to successfully carry out the Services.

The personnel on this team will receive guidance only from this manager.

In no circumstances, regardless of the duration of the Services, will the contract holder’s personnel be treated legally as employees of any member of the Grouping or as temporary staff seconded to them.

The contract holder will be entirely responsible for the personnel that it deploys in accordance with working conditions compliant with the practice of the profession. Each member of the Grouping acknowledges that it has no disciplinary or regulatory power over the contract holder’s employees.

In addition, the contract holder guarantees that the personnel performing the Services will comply with the health and safety rules of the establishment where the Services are performed. In the event that the contract holder’s personnel fail to comply with such rules, the member of the Grouping shall inform the contract holder and the contract holder undertakes to take appropriate steps as soon as possible.

In the context of compliance with the provisions of Articles L. 1111-2, L. 2314-18-1 and L. 2324-17-1 of the French Employment Code relating to professional elections, the contract holder undertakes to respond to requests for information concerning its employees deployed to perform the Services.

**15.3 - Observance of social security regulations by the contract holder**

The contract holder confirms that it is in good standing with any social security and tax administration with respect to its business, and undertakes to indemnify the member of the Grouping against any complaint that might be made to it in this regard.

In accordance with the provisions of Articles L. 8221-1, D. 8222-5 and D. 8254-2 of the French Employment Code, the contract holder undertakes to deliver to the member of the Grouping, on the date of signature of the specific contract and then every six months, the following certificates and documents:

* A certificate of completion of social security returns and of payment of social security instalments and contributions issued by the organisation responsible for collecting social security instalments and contributions from the contract holder and dated within the last six months (known as the “Compliance Certificate”); when the contract holder has employees, this certificate will identify the company, the number of employees and the total remuneration declared during the last period resulting in the communication of the information provided for by Article R. 243-13 of the French Social Security Code;
* An extract from the registration at the Commercial and Companies Registry dated within the last three months or an identity card proving registration at the Trades Registry, or, when the contract holder is not obliged to register at the Commercial and Companies Registry or at the Trades Registry, a receipt for the filing of a declaration at a business formalities centre;

The contract holder also confirms that:

* All the information and documents referred to above which have been delivered upon signature of the contract or which will periodically be delivered are and will be authentic;
* All employees involved in the provision of the Services are duly declared and employed in accordance with the legal provisions and in particular with Articles L. 1221-10 and following of the French Employment Code (relating to the personnel register), and with Articles L. 3242-2 and R. 3243-1 of the French Employment Code (relating to the issue of payslips).

Finally, if employees of foreign nationality are used to perform the Services the subject of the contract, they must be authorised to carry out professional activities in France.

In this respect, the contract holder shall provide the member of the Grouping with a list of the names of its foreign employees requiring work permits as provided by Article L. 5221-2 of the French Employment Code; this list shall be prepared on the basis of the single personnel register and must specify, for each employee, his or her date of recruitment, his or her nationality and the type and number of the work permit or equivalent document, and must be updated every six (6) months.

1. **USE OF LANGUAGE BY THE CONTRACT HOLDER**

Performance of the specific contract requires the use of the French or English languages at all times with each member of the Grouping (documents, meetings, telephone calls, e-mails). In this respect, the contract holder will ensure that the language indicated in the contractual documents of each specific contract is used, particularly in the following instances:

* + Working meetings and presentations of feedback on work;
  + Meetings with the various employees and departments affected by the mission
  + Follow-up reports on the services performed.

1. **OBLIGATIONS OF EACH MEMBER OF THE GROUPING**

Each member of the Grouping undertakes, in the context of this DPS and of the specific contracts:

* To provide the contract holder in good time with all the information and resources necessary to perform the Services;
* To collaborate with the contract holder in order to enable it to perform all the Services;
* To facilitate access by the contract holder to the premises the subject of the specific contract, as the case may be.

1. **FORCE MAJEURE**

None of the parties may be held liable for any breach of its obligations if it proves that this breach resulted from an event of force majeure or an fortuitous event (Act of God) making performance of its obligations impossible within the meaning of Article 1148 of the French Civil Code and the definition adopted by the French case-law of the Court of Appeal and Court of Cassation.

The party relying on force majeure must immediately inform the other party by registered letter with proof of receipt of the occurrence and of the cessation of the event or circumstance qualifying as force majeure. If this notice does not arrive within a reasonable period from the time when that party knew or ought to have known of the impediment, it will be liable for damages for the loss resulting from the failure to serve that notice*.*

Initially, any non-performance resulting from an event of force majeure will suspend the obligations under the contract. The debtor will not be released but its performance will simply be suspended until the impossibility of performance ceases to apply.

It is agreed that when such events occur, the contract holder must as soon as possible propose to the member of the Grouping all possible steps to organise and ensure the continuation and continuity of the services, even on a partial or downgraded basis, in order to re-establish a normal situation. These measures must be expressly approved by the member of the Grouping.

If the event of force majeure persists for more than fifteen days, the parties must meet in order to negotiate and set new contractual conditions adapted to the circumstances created by the event of force majeure.

If the event of force majeure persists and if negotiations have failed, the contract will automatically be terminated.

As soon as the impediment caused by the event of force majeure ceases to apply, the obligations under the original contract will resume and be fully in force for the remainder of the contract duration.

1. **TERMINATION OF THE DPS AND OF THE SPECIFIC CONTRACTS**

Each member of the Grouping reserves the right to add provisions concerning the cases of termination and its procedures in the context of the contractual documents specific to each specific contract.

**19.1 - Termination due to events external to the DPS and the specific contracts**

In the event of the contract holder’s administration, its listing on the DPS and all or part of its specific contracts will be terminated, if after a formal notice served on the administrator under the conditions provided by Article L. 622-13 of the French Commercial Code, the administrator indicates that it will not assume the obligations of the contract holder.

In the event of the contract holder’s liquidation, the DPS and all or part of its specific contracts will be terminated, if after a formal notice served on the liquidator under the conditions provided by Article L. 641-10 of the French Commercial Code, the liquidator indicates that it will not assume the obligations of the contract holder.

If pronounced, termination will take effect on the date of the event. It will not entitle the contract holder to any compensation.

**19.2 - Termination due to events associated with the DPS or with a specific contract**

When, in the course of performance of the services, the contract holder encounters particular technical difficulties the solution of which would require the deployment of resources out of proportion to the specific contract, the Grouping may terminate the listing on the DPS and/or the specific contract, on its own initiative or at the contract holder’s request.

When the contract holder finds it impossible to perform the specific contract due to an event in the nature of force majeure, the Grouping will terminate the listing on the DPS and/or the specific contract.

**19.3 - Termination for breach by the contract holder**

The listing on the DPS and/or the specific contract may be terminated in the event that the contract holder attempts to mislead as to the quality of the supplies and of the services and in any cases in which, due to its negligence, inability or bad faith, it fails to perform its obligations under the DPS and/or the specific contract and compromises the interests of the Grouping.

The DPS and the specific contracts may be terminated, and the contract holder will be held liable, in the following cases:

* If, after the signature of the specific contract, the information or documents produced by the contract holder in support of its application or required prior to its listing on the DPS prove to be inaccurate\*;
* If, after its listing on the DPS, the contract holder is prohibited from carrying on any industrial or commercial business\*;
* If the contract holder or its subcontractor fails to comply with the obligations relating to confidentiality, the protection of personal data or the security of persons and property or IT systems (cyber security);
* If the contract holder engages in fraudulent acts in the course of performance of a specific contract\*;
* If the contract holder declares that it cannot perform its obligations, other than in cases of death or legal incapacity;
* If the contract holder has not produced insurance certificates under the conditions provided by the Article “Insurance”;
* If the contract holder has subcontracted in breach of the legislative and regulatory provisions relating to subcontracting;
* If the contract holder has obstructed the exercise of control by a member of the Grouping in the context of performance of the specific contract;
* If the contract holder contravenes the legal or regulatory obligations relating to employment or environmental protection;
* If the contract holder fails to perform its obligations within the contractual deadlines;
* If the contract holder has committed a breach resulting in the termination of a specific contract\*;
* If the contract holder fails to respond to a request for a supplemental bid within the time limits set for the conclusion of a specific contract;
* If the contract holder fails to submit a compliant bid after the member of the Grouping requests it to do so on two successive occasions\*.

Save in the cases marked with an asterisk (\*), a formal notice providing a reasonable time for performance must first have been served on the contract holder, with which the contract holder has failed to comply. In all cases, termination will take place automatically without the necessity for any judicial formality. In the formal notice, the Grouping shall inform the contract holder of the envisaged sanction and shall invite it to make any observations.

Termination of the listing on the DPS and/or of the specific contract will not prevent any civil or criminal actions that might be brought against the contract holder.

During the period between the notice of termination and its effective date, the contract holder shall continue to perform the services due under the specific contracts.

If the Grouping so decides, termination will only take place upon completion of the selection of a new contract holder and upon the entry into service of the new services, in particular in the production environment.

In the context of the cases of termination referred to above, and in the absence of a duly proven event of force majeure, any penalties will remain due without prejudice to any claim for damages that might be made by either of the Parties.

**19.4 - Termination for failure to submit a bid**

If a candidate admitted to a category of the DPS fails to submit a bid for at least 10 specific contracts awarded by France Télévisions and/or ARTE GEIE, the coordinator of the Grouping reserves the right, after seeking the opinion of ARTE GEIE, to exclude the said candidate for this reason in the category concerned, without the payment of any compensation.

1. **ASSIGNMENT OF THE DPS AND OF THE SPECIFIC CONTRACTS**

Neither the listing on the DPS nor the performance of a specific contract may be assigned to a third party by the contract holder without the express prior consent of the Grouping.

The contract holder must inform the Grouping in writing, by registered letter with proof of receipt, of any plan to assign or transfer, including in the context of a merger, a de-merger, or any other restructuring operation, or in the case of an asset transfer to a third party.

In the event that the Grouping decides to authorise the assignment or transfer, the contract holder shall guarantee to the Grouping the full performance of the specific contract and observance of the application criteria required for admission to the DPS, and in particular that all the obligations and guarantees for which it is liable will be assumed by the assignee and that the contract will be performed under similar technical and functional performance conditions.

In the event of breach of the above provisions, whether in whole or in part, the Grouping may terminate the listing on this DPS and the specific contract(s), automatically and without prior notice, without prejudice to any damages that might be due.

1. **SUBCONTRACTING AND CO-CONTRACTING**

**21.1 - Subcontracting**

The Contract Holder may subcontract the performance of certain services covered by this framework agreement, under the conditions provided for in Articles L. 2193-1 to L. 2193-14 and R. 2193-1 to R. 2193-22 of the French Public Procurement Code, subject to the acceptance and approval of the terms of payment of the subcontractor(s).

In particular, the Contract Holder undertakes to present to France Télévisions the companies to which it envisages entrusting the implementation of certain parts of the framework agreement. For this purpose, it will complete a declaration presenting the subcontractor. In the event of agreement, France Télévisions must accept the proposed subcontractor and approve its payment terms.

The subcontractor must be declared, and all the supporting documents must be sent to the Contracting Authority a minimum of twenty-one (21) days before the subcontractor starts work. The request for approval of a subcontractor must consequently be accompanied by full documentation identical to the documents provided by the Contract Holder when it made its application.

The Contract Holder must provide the subcontract to the Contracting Authority, at its request. If it fails to comply with this obligation within fifteen (15) days of receiving formal notice to do so, without a legitimate reason, it will render itself liable to the termination of the specific contract.

Terms of direct payment:

• In the case of a single Contract Holder:

The acceptance of the amount to be paid to each subcontractor will be the subject of a certificate, attached in duplicate to the draft statement of account, signed by the Contract Holder and indicating the amount to be paid by the Contracting Authority to the subcontractor concerned.

• In the case of a Contract Holder in a grouping:

In the case of the subcontractors of one of the members of the grouping, the acceptance of the amount to be paid to each of them will be the subject of a certificate, attached in duplicate to the draft statement of account, signed by the co-contractor that concluded the subcontract and by the Contract Holder and indicating the amount to be paid by the representative of the Contracting Authority to the subcontractor concerned.

**21.2 - Groupings of contractors**

A grouping is joint when each of the members of the grouping is financially liable for all of the specific contracts concluded.

A grouping is several when each of the members of the grouping undertakes to perform the services that may be allocated to it in respect of the specific contract concluded.

**A grouping may be joint or several with a joint representative.**

The representative of the grouping appointed from among the members of the grouping, represents all the members to the Grouping and coordinates their services throughout the period of performance of the specific contracts.

**The mission of the joint representative is as follows:**

It represents the grouping and is jointly liable with each of the contractors during the contractual period.

As such, and particularly in the event of termination of the specific contracts or of the listing on the DPS of any of the grouped contractors, the joint representative must take the necessary steps to ensure that the relevant Services are performed on the original terms of the specific contracts of the defaulting member of the grouping.

It is responsible for coordinating co-contractors in the performance of the services, and sends the Grouping the distribution of penalties.

1. **REVERSIBILITY**

The Services must be carried out in such a way that the skills of the contract holder’s teams are transferred via the documentation agreed between the parties to the teams of the member of the Grouping or any third party designated by it. This transfer of skills must enable the member of the Grouping, or any third party designated by it to take over the Services during the reversibility phase.

The contract holder undertakes to implement reversibility so that the member of the Grouping, or any third party designated by it, can take over the Services entrusted to the contract holder when the specific contracts come to an end.

The member of the Grouping and the contract holder must collaborate in order to facilitate the takeover of the data. The contract holder will ensure that the member of the Grouping can continue to operate without interruption, whether directly or through another contract holder.

1. **PENALTIES**

The provisions concerning penalties will be dealt with in the contractual documents specific to each specific contract.

In the event that the upper limit set in the said documents is reached, the member of the Grouping may terminate the specific contract automatically and without compensation for the contract holder.

1. **PROVISIONS APPLICABLE IN THE EVENT OF A DISPUTE**

This DPS and its specific contracts are subject to the provisions of French law.

Any dispute between the member of the Grouping and the contract holder relating to the existence, validity, interpretation, performance and termination of the listing on the DPS, of its specific contracts or of any of their clauses, which the Parties cannot resolve amicably, will be dealt with by the competent courts in the place where the Grouping coordinator (France Télévisions) is established.

1. **COMPLIANCE CLAUSE FOR FRANCE TELEVISIONS**

In the conduct of its business, France Télévisions has committed to the observance of a set of values and principles contained in the “France Télévisions Ethics Charter”, which guarantee that its behaviour as a public service company is exemplary. In particular, but without prejudice to the generality, these principles include observance within the company, in all its relationships and with all its partners, of the legislative and regulatory foundation of the public service, and of its commitment to conduct its activities with respect for people and the environment. In developing its content, it scrupulously observes and ensures observance of the principles of ethics, neutrality and pluralism, the prevention of discrimination and the promotion of diversity as set out in the Broadcasters’ Charter.

France Télévisions guarantees that its activities are conducted in accordance with the applicable procedures and with constant concern to prevent any conflict of interest and to combat corruption.

France Télévisions intends to share these ethical principles with its suppliers and service providers. Accordingly, the Contracting Party confirms that, insofar as relevant to its activities, it has familiarised itself with the contents of the Ethics Charter available at the following address: <https://www.francetelevisions.fr/charte-ethique>. It undertakes to follow similar practices in the conduct of its activities and more specifically in the context of the services that it carries out on behalf of FTV.

Furthermore, the Contracting Party is informed that in accordance with Law no. 2016-1691 of 9 December 2016, France Télévisions has adopted an Anti-Corruption Code of Conduct. The purpose of this Code is to set out and restate the values and fundamental principles that France Télévisions undertakes to observe regarding the prevention of corruption and influence-peddling. It is available on the France Télévisions website at the following address: <https://www.francetelevisions.fr/code-de-conduite-anti-corruption>.

The Contracting Party undertakes to familiarise itself with this Code and guarantees to France Télévisions that in the conduct of its activities it will not engage in any action that might breach the provisions of the said Anti-Corruption Code and/or that might infringe a legal or regulatory provision to combat or prevent corruption or any other applicable laws or regulations.

1. **UNDERTAKING OF THE CANDIDATE AND OF THE GROUPING**

Every candidate filing an application agrees to the application and observance of all these administrative terms and conditions common to the specific contracts.

Furthermore, each specific contract may contain additional, non-substantial amendments to these administrative terms and conditions, which must then be expressly accepted by the contract holder and by the member of the Grouping in order to be applicable.

The contractual documents of each specific contract will provide further details and supplement the provisions of this document, particularly with regard to the following aspects:

* the form of the contract;
* the form of the price
* the division of the contract into lots;
* the services and deliverables expected and the service commitments;
* the working language or languages;
* the language or languages of the documentation;
* the duration of the contract and the renewal procedure;
* the terms and conditions of performance of the services;
* the procedure for the verification and acceptance of the services;
* the procedure for the reception and acceptance of the services;
* the catalogue of prices;
* the invoicing schedule;
* the obligations of the parties;
* penalties;
* termination.

**Annex no. 1: COMMERCIAL PRACTICES**

**A. INTRODUCTION**

The aim of this procedure is to explain, in summary form, the standards of conduct and practices that the Parties undertake to adopt with regard to certain types of payment, on the one hand, and to political contributions, on the other.

The behaviour of each Party by reference to this procedure will be significant indicator of its judgment and competence. Consequently, it is an important assessment criterion with regard to the establishment and/or renewal of contractual relations between the Parties.

**B. STATEMENT OF THE PROCEDURE**

There are two aspects to this procedure:

1. the prohibition of illicit payments; and

2. political contributions.

**B.1. THE PROHIBITION OF ILLICIT PAYMENTS**

Whether in terms of the commercial relationships in which the Parties are involved or in terms of initiatives to promote their interests, the Parties must only engage in lawful practices. Thus, as indicated below, “kickbacks” or “bribes” intended to encourage or reward orders or decisions on the part of public authorities that are favourable to either of the Parties are unacceptable and prohibited.

a) It is prohibited to make, or to offer to make, any payment:

1) to any person or company employed by a Contracting Authority or a company acting on behalf of a Contracting Authority, whether public or private, in order to encourage or reward any action by that Contracting Authority that is favourable to the interests of either of the Parties in a commercial transaction;

2) to any person or company employed by an administration or acting on behalf of an administration in order to encourage or reward any action (or abstention) by that administration in a matter within its remit;

3) to any official, political party, member of a political party or candidate for political office in order to encourage or reward any action, abstention or use of influence favourable to the interests of either of the Parties in a commercial transaction or in a political context.

For the purposes of these provisions, it does not matter whether the prohibited remuneration is paid in the form of financial compensation, a gift, a contribution, or in any other way.

Similarly, it does not matter whether the offer of payment or the payment itself is made directly or indirectly through another person or company acting as intermediary.

b) This procedure does not apply to the usual representation expenses relating to local business affairs, provided that their amount is reasonable. It also does not apply to gifts whose value is insignificant, provided that such gifts are customary in local business relations. Such representation expenses or gifts are only lawful for the purposes of this procedure insofar as they are not prohibited by the law applicable to the commercial relationships to which they relate.

c) When the Contracting Authorities, administrations or other bodies have published procedures whose purpose is to define the circumstances in which their own employees can or cannot accept gifts or other benefits, those procedures must be observed.

**B.2. POLITICAL CONTRIBUTIONS**

The Parties will not make any contribution to a political party, or to a candidate for political office, subject to the legal provisions in force.

In such cases, contributions must be made with sound judgment and in accordance with the legal provisions. They must also be reasonable in terms of the amount concerned.

This procedure is not intended to prevent either of the Parties from communicating its positions to the members of local or national assemblies, to the public authorities or to the public in general. The Parties’ positions in question here concern existing legislation, draft or proposed laws, or the policies and practices of the State that have an impact on business.

**C. RESPONSIBILITY**

Each of the Parties is responsible for taking, in good time, any step (including any corrective step) that might be necessary in the context of this procedure.

**Annex no. 2: SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

**I. Focus on continuous improvement**

In the context of performance of this framework agreement, France Télévisions expects the Contract Holder to comply with the social and environmental specifications described below. In any event, regardless of the Contract Holder’s maturity with regard to such matters at the start of the framework agreement, France Télévisions requires the Contract Holder to commit to a process of progress and continuous improvement throughout the performance of the framework agreement.

In this respect, the Contract Holder will indicate the measures and actions taken with regard to the specific challenges of the framework agreement, at the annual contract follow-up meeting. France Télévisions expects the Contract Holder to be proactive in suggesting any actions or measures to minimise and reduce the environmental impact of the service or to increase its positive external effects.

With this in mind, France Télévisions may ask the Contract Holder and its subcontractors to take corrective actions accompanied by quantified objectives or to provide any document certifying the regularity of its activities.

**II. Social responsibility specifications**

II.1 – Working conditions

II.1.1 Compliance with regulations relating to human rights and working conditions

France Télévisions expects the Contract Holder and its subcontractors to comply with national laws and regulations with regard to the principles set out below.

Anxious to comply with the Conventions of the International Labour Organization, the France Télévisions Group considers it essential to observe the fundamental principles and employment rights set out in those Conventions. For this purpose, the Contract Holder undertakes to comply with its legal obligations in terms of employment and compliance with working conditions.

1. Remuneration

Employees must know their working conditions and receive a fair and reasonable contract and remuneration, at least equivalent to the legal minimum wage. In accordance with national or local legislation, the remuneration due for overtime will be higher than the ordinary remuneration. Deductions from wages as a disciplinary measure are strictly prohibited.

2. Working hours

Employees' working hours must comply with the relevant national legislation in this area. In countries without legislation in this area, working hours should not exceed 60 hours per week.

3. Training and promotion

The Contract Holder must offer its employees a permanent training policy so that they can benefit from the skills and abilities required on the framework agreement to be performed, and must promote the existence of career opportunities for all its employees.

4. Forced labour

Forced or compulsory labour shall not be used. Employees must not be obliged to leave money or identity papers with their employer by way of security.

5. Child labour

All employees must have reached the legal working age. Regardless of the situation, the Contract Holder and its subcontractors must under no circumstances employ workers under the age of 14. The Contract Holder undertakes to respect the ILO Conventions for the abolition of child labour as well as the principles set out in the “Le Texier” Law no. 99-478 of 9 June 1999.

6. Discrimination

The Contract Holder must have rules relating to fair treatment and the absence of any form of unlawful discrimination in the workplace. It must not discriminate in its employment and career management practices, in particular in relation to age, social and ethnocultural origin, gender, family status, disability or state of health, sexual orientation, physical appearance, political opinions, religious belief, etc.

7. Freedom of association

In accordance with the law, every employee is free to join an external trade union or representative organisation. The Contract Holder must allow its employees to express their concerns about working conditions, without fear of reprisal or harassment.

8. Immigration law

Only employees with a legal right to work may be employed by the Contract Holder. Employees' original employment documents must be verified by the Contract Holder before the start of their contract.

9. Disciplinary rules

Employees must be treated with respect and dignity. Physical or verbal abuse, sexual harassment, sexual abuse or any other form of harassment is strictly prohibited. The same applies to threats or any other form of intimidation.

10. Clandestine employment

In accordance with Article L. 8221-5 of the French Employment Code, “The following acts on the part of any employer shall be deemed to constitute clandestine employment by the concealment of salaried employment: 1. Intentionally avoiding completion of (...) the pre-hiring declaration; 2. Intentionally avoiding (...) the issue of a payslip, or stating on a payslip a number of hours of work that is lower than the number actually worked, other than as a result of an agreement or collective agreement concerning the arrangement of working hours (...); 3. Intentionally avoiding the declarations relating to salaries or salary-based social security contributions to the bodies responsible for the collection of social security contributions or to the tax authorities in accordance with the legal provisions”.

11. Subcontracting of labour

Subcontracting of labour is one of the forms of illegal work that is an offence under the French Employment Code. Article L.8231-1 defines subcontracting of labour as any profit-making transaction to supply labour, the effect of which is to cause harm to the employee, to circumvent the rules of the French Employment Code or to evade the application of a collective agreement.

Accordingly, the Contract Holder is prohibited from making its employees available to another company in breach of their rights and with the aim of profiting financially from the transaction.

II.1.2 Promotion of diversity and professional equality

In line with its commitments in social matters and the promotion of diversity and professional equality, France Télévisions expects the Contract Holder, in accordance with Article L1132-1, to guarantee and observe those same principles in its employment and career management practices. For this purpose, the Contract Holder must be able to provide evidence, at the request of France Télévisions, concerning the priority areas relating to the following commitments: disability, age, gender diversity and professional equality between men and women, social and ethnocultural diversity, sexual orientation and gender identity.

II.2 – Occupational Health and Safety

The Contract Holder is required to take all necessary measures to ensure the safety of its employees, to protect their physical and mental health and to optimise the safety of its sites, in accordance with the applicable health and safety laws and regulations.

**III. Environmental responsibility specifications**

France Télévisions attaches great importance to the observance of provisions to promote sustainable development, and it expects the Contract Holder to undertake to adopt a virtuous approach to minimise the environmental impact of the services covered by the framework agreement.

III.1 – Responsible purchasing approach

The Contract Holder and its subcontractors must closely monitor the environmental footprint of the products and services supplied to France Télévisions, in particular through:

- the optimisation of consumption of energy and natural resources;

- the reduction of the quantities of waste produced, and its recycling;

- the reduction of discharges into the natural environment (air, water, soil) and other nuisances.

In order to do this, the Contract Holder must ensure that it favours the purchase, use or manufacture of eco-products or of labelled and certified products (official eco-labels, environmental self-declarations, eco-profiles).

With regard to the packaging of products, the Holder will favour the use of sustainable materials and of reusable (shuttle packaging system) or recyclable packaging, and/or of packaging made from recycled materials.

III.2 – Product traceability

The Contract Holder must demonstrate full transparency throughout its chain of subcontractors, from the manufacture of the product to distribution to France Télévisions, and must be able to provide all the evidence required to substantiate the proper traceability of the product.

France Télévisions is authorised to prohibit any product or method, regardless of implied acceptance of the Contract Holder’s proposals, and the Contract Holder will remain bound by its strict liability obligation (*obligation de résultat*).

III.3 – Transport

The Contract Holder must be vigilant about the different types of transport and methods of supply used in the context of the services covered by the framework agreement. For this purpose, in its environmental approach, the Contract Holder will endeavour to take action particularly in relation to the following issues:

- The reduction of CO2 emissions: the Contract Holder must, as far as possible, be able to provide France Télévisions with quantifiable information concerning its reduction of CO2 emissions (carbon footprint, indicators, monitoring of results and action plan to be established, etc.)

- The fleet of vehicles used: the Contract Holder will ensure that it uses vehicles with the lowest possible environmental impact and that it complies with the standards in force. For example, vehicles compliant with the latest EURO standards or hybrid/electric vehicles, etc.

- The use of delivery procedures that minimise environmental impact. In fact, the Contract Holder must, as far as possible, maximise the grouping together of collections and/or deliveries, and of supplies.

III.4 – Waste

The Contract Holder will endeavour to minimise the generation of waste by the products and services supplied to France Télévisions throughout their lifecycle (from manufacturing using waste materials, to use until the end of life). In keeping with its environmental approach, the Contract Holder will ensure that such waste is processed in accordance with the regulations, and will use its best endeavours to maximise its recovery with a view to the reuse of recycled materials.