



INTERNATIONAL UNION
OF RAILWAYS

INVITATION TO TENDER

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

Reference:
P892 Circular Sleepers Contract 1

Paris, 10/09/2025

Subject: Invitation to tender “Circular Sleepers Contract 1”– reference P892 Contract 1

Dear Sir/Madam,

The International Union of Railways (UIC) is planning to award the contract in subject “Reuse and recycling of concrete sleepers (Circular Sleepers)”. 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: kopsalidou@uic.org and hosoda@uic.org in electronic version **no later than October 12th, 2025 – 5pm CET**.

Tenders must be firm and binding on the tenderers and signed by a duly authorised representative of the tenderer.

The period of validity of the tender, during which tenderers may not withdraw, nor 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.

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 Call for Tenders 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 Call for Tenders 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 committing UIC to pursue the tendering process. 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 shall be duly notified to the tenderers.

Tenderers will be informed in writing of the outcome of the tendering 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), tenderers shall, in their capacity of Data Controllers (as defined in the said regulation), comply in all respects with the applicable laws. This includes without limitation due information of the data subjects on the principle and purpose of their data processing. Tenderers, in their capacity of data Controller shall make sure such data will be processed pursuant General Data Protection Regulation (GDPR) and to French Law on the protection of personal data. Unless otherwise indicated, personal data collected and communicated by tenderers to UIC shall be processed for the sole purpose of evaluating tenders in accordance with the specifications of the Call for Tenders and shall be processed by the UIC staff in charge of the procurement.

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.



INTERNATIONAL UNION
OF RAILWAYS

CALL FOR TENDERS TERMS OF REFERENCE

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

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ACRONYMS AND TERMINOLOGY

UIC Union Internationale des Chemins de fer

TERMS OF REFERENCE

1. PREAMBLE AND BACKGROUND

Short presentation of UIC

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.

Background for the present call for tenders

The UIC Railway System Department has launched a new project on the reuse and recycling of concrete sleepers, known as Circular Sleepers. This initiative aims to explore how concrete sleepers at the end of their design life can be effectively reused or recycled, ultimately supporting the development of new international guidelines in an IRS.

This Call for Tender seeks a supplier (consultancy and/or university) to provide coordination, technical expertise, research, and project management support for this work, over an estimated duration of two years. It details the scope, work packages, deliverables and conditions for submitting a proposal to provide consulting services, technical and research support for the Circular Sleepers Project.

2. CONTRACTING PARTY

The contract for the required services 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. SCOPE AND CONTENT OF THE SERVICE

3.1 PROJECT SCOPE

Project objectives

The urgency of the challenges posed by climate change is well known and extensively accepted. Significant resources and research work has been focused on reducing the greenhouse gas (GHG) emissions, but studies (Ellen Macarthur Foundation, 2024) have shown that achieving energy efficiency or implementing renewable sources of energy will only address 55% of global GHG emissions, whereas by adopting circular economy (CE) strategies a relevant share of the remaining 45% can be reduced.

Therefore, the EU has set a target of achieving 100% circularity by 2050 (European Parliament, 2021). While this project is strongly aligned with EU policy ambitions, its findings and roadmap are intended to be applicable internationally, supporting circular economy objectives in rail systems beyond Europe. To initiate this work the project will focus on concrete sleepers, as key components of the track system, and will create a roadmap to increase their re-use and re-cycling, aiming for a big part to be 100% circular.

This project will be part of the set of projects “Circularity Track” that UIC is proposing for the following years, covering all the track components: concrete sleepers; ballast; rail; wooden and steel sleepers; switches and crossings; steel fastenings; plastic fastenings. It might be extended to other railway components and activities.

The Circular Sleepers project will aim to:

- Establish technical requirements for the reusability of concrete sleepers that have been removed from track to enable their reintegration into the rail system with the same purpose.
- Assess and set out all the available options for recycling, if the sleepers do not meet the technical requirements to be reused.
- Develop a UIC IRS titled “Guidelines for the reuse and recycling of concrete sleepers”.

3.2 WORK PACKAGE STRUCTURE

The project will be split into three work packages; WP1 for the reusability of concrete sleepers, WP2 for the recyclability of concrete sleepers and WP3 will summarise the findings into an IRS for reuse and recycling of concrete sleepers.

It is recognised that these work packages may require expertise from different specialist fields. Where recycling is not within the consultant’s core area of expertise, the consultant is expected to clearly define the scope and nature of any proposed collaboration or sub-consultancy arrangements.

This clarity on scope and collaboration will be considered as part of the tender evaluation and will be valued when scoring submissions.

WP1: Reusability of Concrete Sleepers

- Collect good practice case studies
- Investigate available repair methods on the market to extend the service life of sleepers, assessing their technical feasibility and overall potential
- Develop parameters for reuse, including quality and safety criteria.
- Define assessment methods and testing to determine end-of-life conditions.
- Evaluate implications of changes in exposure class over time on durability.
- Undertake a comparative life-cycle assessment (LCA) of carbon and environmental impacts between sleeper reuse (including extraction, storage, repair and reinstallation) and the manufacture of new sleepers.
- Quantify the net carbon benefit of reuse pathways under different scenarios (such as mainline vs. secondary line redeployment, local vs. long-distance reuse).
- Conduct cost-benefit analysis that integrates both financial and environmental performance including carbon savings.
- Assess whether older sleepers can be transferred from main lines to secondary lines, maximum permissible ages, and any additional procedures required.
- Provide recommendation for further work needed to support the circular sleepers initiative (such as research gaps and pilot projects)
- Based on the findings, provide recommendations for updates or annexes to existing European or international standards.

WP2: Recyclability of Concrete Sleepers

- Collect good practice case studies including approaches from other industries on circular economy and, identify how these practices could be transferred to the rail sector.
- Explore use of recovered materials from life-expired sleepers in:
 - High-quality recycling: production of new sleepers using reclaimed aggregates and steel
 - Down-cycling applications: use of recovered materials in other railway corridor applications (such as embankments, drainage layers) or external industries (such as road construction).
- Assess technical and economic limits of recycling different sleeper components.
- Identify and provide a general overview of potential external recycling solutions beyond the railway system (such as use of aggregates in road construction, general concrete). Consultants are not expected to be specialists in these external markets; the Working Group will support further development and validation of options.
- Provide a cost-benefit assessment of different recycling approaches.

- Provide recommendation for further work needed to support the circular sleepers initiative (such as research gaps and pilot projects)

WP3: Guidelines and IRS Development

- Synthesize results from WP1 and WP2 into a draft UIC IRS: “Guidelines for the reuse and recycling of concrete sleepers”. Approving and publishing an IRS can be a long process as it requires approval from several groups. For the purpose of this project and to avoid delays, a draft IRS will be accepted. Consultant to note that the draft IRS will be considered complete when it’s approved by the project coordinator.
- Seeking input/support from relevant UIC working groups, experts and standards committees. (such as TEG or other groups and ongoing projects)

3.3.1 Execution of the project

To execute the project, the following (non-exhaustive) research questions related to concrete sleepers shall be addressed:

For reusability:

- Define quality and safety criteria that sleepers must meet for reuse and specify appropriate testing and assessment methods to verify compliance.
- What is the theoretical life span for different lines (what if they are fit for purpose after the end of their design life?)?
- When sleepers are replaced in main lines can they be moved to secondary lines?
- Is there a maximum age beyond which concrete sleepers cannot be used anymore?
- What additional procedures are required when installing a reused sleeper into the rail system?

For recyclability:

- Are there any limitations for the recycling of sleepers?
- What elements of the concrete sleeper can be recycled (steel reinforcement, concrete, fastening systems, under sleeper pads?)
- What are the best procedures and techniques to recycle concrete? (in order to separate the above elements)
- What are the applications of recycled concrete inside and outside the railway system?

To answer the above questions, best practices and national requirements among the project experts will be shared. In addition, a literature review of current standards, papers, and other documentation shall be carried out. Finally, some specific tests in laboratories or on site shall be conducted (if possible).

3.3.2 Availability of standards and reports

The following list of standards and reference documents is provided to support the project. However, this list is not exhaustive, and consultants should be aware that no comprehensive international standards currently exist for the specific topics covered. Most countries operate under their own national rules and procedures.

Accordingly, participants are expected to contribute relevant company standards, specifications, and best practices as part of their technical input.

Key reference documents include:

- EN 13230: Concrete sleepers and bearers
- UIC IRS 70713: Recommendations for the design and use of prestressed Monoblock sleepers
- UIC REUSE Project Final Report: “Circular Practices in the Railway and Ways Forward”

The project will benefit from engagement with circular economy experts, particularly those involved in the UIC Circular Economy Sector which is an experts working group established under the UIC Sustainability platform to exchange best practices through workshops and technical meetings. Consultants should anticipate coordination with these experts where appropriate.

3.4. ORGANISATION OF THE WORK

The work will be overseen by UIC, which will nominate a project manager as main point of contact.

It is expected that the assignment will include:

- A kick-off meeting in December 2025, web meetings every two months, and in-person/hybrid workshops (approximately every 6 months) to review technical progress and validate key findings. UIC may host some of the in-person workshops (in Paris or partner offices in Europe), but hybrid/virtual formats will be used as necessary.
- Delivering progress updates at the agreed timeframes
- Presenting draft findings for each WP
- Ensuring timely handover of materials (technical reports, draft IRS, Workshop documentation)

3.5. DELIVERABLES

The deliverables from the work include the following:

- Briefing documents and presentations for project workshops.
- Notes from each workshop/progress meeting summarizing the discussion, findings and actions to prepare for the following workshop. Four/five-in-person workshops throughout the duration of the project (including the kick-off in December 2025) are foreseen
- Results from lab tests (if any) or external facilities
- Technical Report on the Reusability of Concrete Sleepers (WP1)
- Technical Report on the Recyclability of Concrete Sleepers (WP2)

- Draft (as defined in the requirements for WP3) UIC IRS on Guidelines for Reuse and Recycling of Concrete Sleepers (WP3)

The acceptance criteria for the deliverables are defined as follows:

- Briefing Documents and Meeting Notes: These will include an executive summary outlining the main topics discussed, along with the decisions and actions agreed upon. The documents will be subject to technical approval by the UIC Project Manager following their presentation and discussion with the Working Group (WG) experts.
- Technical Reports (Work Packages 1 and 2): Each report will include, at a minimum, all elements specified in Section 3.2 Work Package Structure for WP1 and WP2 respectively, and will address all questions listed in Section 3.3.1 Execution of the Project. These documents will be technically approved by the UIC Project Manager after presentation and discussion with the WG experts
- Draft IRS: The draft will follow the standard UIC IRS format and include the elements outlined in Section 3.2 Work Package Structure for WP3. It will be technically approved by the UIC Project Manager after presentation and discussion with the WG experts. It is referred to as a "draft" because it does not need to go through all the formal approval stages of an IRS to be accepted by the UIC Project Coordinator.

The contract payments will be phased in accordance with the agreed deliverables and the associated work packages (WP1, WP2 and WP3).

Payments will be made within 60 days of receipt of a valid invoice, subject to successful completion and acceptance of the corresponding deliverable.

3.6. CONDITIONS FOR TENDER SUBMISSION

1. Consultant/University profile

- The capability and experience of the consultant to undertake the work. Preference will be given to a consultant with:

1 Essential

- Strong skills in monoblock concrete sleepers and general knowledge of infrastructure, track subsystems, concrete and related standards.
- Experience having solved real cases of prestressed monoblock concrete sleeper problems on a railway network: analysis, calculations, tests and cost-benefit assessments
- Strong track record in coordination, facilitation, and project management of similar international railway projects.
- Experience in circularity projects, with either in-house expertise or proven ability to engage and collaborate with external specialists

2 Desirable

- Participation in international sleeper standardisation groups
- Access to the main standards and technical bibliography about railways (UIC and members can facilitate this access if needed).

- Access to a lab or other facility for testing

2. Proposed team

- Key staff roles and individual CVs highlighting technical qualifications and relevant work experience.

3. Technical approach

- Outline of the proposed methodology for each WP, including how the literature reviews and the lab tests (if needed) will be conducted
- Outline approach of how the workshops will be managed
- Present one or more similar projects where your organization participated.

4. Project plan

- Draft timeline showing milestones and deliverables
- Estimated total consultant days by WP or activity

5. Pricing

- Provide separate pricing for each work package (WP1, WP2 & WP3)
- Break down costs as follows: Personnel (daily rates × days), travel (if relevant), lab testing (e.g., test facility fees, sample prep), cost benefit analysis, workshop costs (venue, materials), if any

6. Submission

- Bidders should submit a proposal limited to a maximum of ten pages (excluding CVs and annexes)
- The contractual terms and conditions will be as per standard UIC arrangements (see attached model contract).
- The criteria for evaluating tender submissions will be based on:
 1. Quality of the offer
 2. Experience of the consultant
 3. Experience of the nominated team members
 4. Price

All questions or clarifications should be directed to the UIC contacts below.

Deadline: All bids must be submitted by email no later than the 12th of October 2025.

3.7. ORGANISATION OF THE ASSIGNMENT

- The UIC will be the owner of the study, which will be confidential until its publication.
- All reports and communications between UIC and the Contractor shall be in English.

- The bidder will not be allowed to use the whole or parts of the results of this contract for any other activity without the prior written permission of the UIC.
- All documents that UIC will place at the disposal of the Contractor to facilitate the realization of the contract will remain UIC's property and subject to a confidentiality obligation.

The period for performing the work and delivering the results is fixed to 18 months, following an estimated schedule as follows:

12th October 2025: Submission of proposals

20th October: Selection of preferred supplier

10th November 2025: Contract award

4th December 2025: Mobilization meeting between the Consultant, UIC and experts,

December 2025 – June 2027: Implementation of project and delivery of draft reports

12th June 2027: Delivery of draft report- IRS.

4. FINANCIAL OFFER

Unless otherwise specified under this Call for tenders, the financial offer for the work described above must be firm, lump sum and all inclusive, i.e. including travel and subsistence costs, etc.

5. APPLICABLE LANGUAGE AND CONFIDENTIALITY

All communication will be in English. All documents will have to be delivered in English.

The Call for Tender documents as well as the potential clarifications brought by UIC shall be treated confidentially by the tenderers and not disclosed to any third party without the explicit consent of UIC.

UIC shall be entitled to disclose all or part of the Tenders to any staff, advisor, consultant or any third party, on a need-to-know basis for the purpose of evaluating the Tender.

6. 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 technical offer.
- A financial offer.

- If applicable, a Power of Attorney in case of joint tender, authorising the leader (see point 8 below) to bind the joint tenderers.

7. PARTICIPATION

Participation in this procurement procedure is open to all legal persons, subject to meeting the eligibility criteria, should the Call for tenders document specifies so.

8. JOINT TENDERS

A joint tender is a situation where a tender is submitted by a group of economic operators.

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 technical liability. 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, contractual and financial aspects as well as day to day management of the contract.

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

9. SUBCONTRACTING

Subcontracting is permitted but the Contractor will retain full liability towards UIC 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.

10. SELECTION PROCESS AND TIMING

The consultants will have to provide their offers via email to kopsalidou@uic.org and hosoda@uic.org not later than **October 12th, 2025 – 5pm CET**.

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

UIC may publish a Questions and Answers 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.

11. 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
(60 points)
2. Quality of the proposed methodology
(20 points)
3. Organisation of the work and resources
(12 points)
4. Quality control measures
(8 points)

N°	CRITERIA	TENDERER X	TENDERER Y	TENDERER Z	MAXIMUM POINTS	MINIMUM THRESHOLDS
1.	Understanding of and previous experience with the topic <i>60 points – minimum threshold 45 points</i>	0	0	0	60	45
A	Strong skills in monoblock concrete sleepers and general knowledge of infrastructure, track subsystems, concrete and related standards				15	
B	Experience having solved real cases of prestressed monoblock concrete sleeper problems on a railway network: analysis, calculations, tests and cost-benefit assessments				10	
C	Strong track record in coordination, facilitation, and project management of similar international railway projects.				10	
D	Experience in circularity projects, with either in-house expertise or proven ability to engage and collaborate with external specialists				10	
E	Participation in international sleeper standardisation groups				5	
F	Access to the main standards and technical bibliography about railways (UIC and members can facilitate this access if needed).				5	
G	Access to a lab or other facility for testing				5	
					60	
2.	Quality of the proposed methodology <i>20 points – minimum threshold 10 points</i>	0	0	0	20	10
A	Relevance of the proposed methodology				10	
B	Robustness of the proposed methodology				10	
					20	
3.	Organisation of the work and resources <i>12 points – minimum threshold 10 points</i>	0	0	0	12	10
A	Quality and effectiveness of the work plan (Gantt chart)				6	
B	Operational capacity of applicant to carry out the proposed work				6	
					12	
4.	Quality control measures <i>8 points – minimum threshold 5 point</i>	0	0	0	8	5
A	Appropriateness of the quality management plan				4	
B	Appropriateness of the risk management plan				4	
					8	
TOTAL		0	0	0	100	70

12. 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.

$$\text{SCORE OF TENDER T} = (\text{CHEAPEST PRICE}) / (\text{PRICE OF TENDER T}) * 100 * 30\% + (\text{TOTAL QUALITY SCORE OUT OF 100 FOR ALL AWARD CRITERIA OF TENDER T}) * 70\%$$

13. 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.

14. TENDERS CONFIDENTIALITY

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

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 FR43784601841, 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 the project relating to in the framework of the tender reference, a copy of which is attached hereto as Appendix 1 including “Questions and answers”, copy of the application to the invitation to tender by the Service Provider is attached as Appendix 2.

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. Should an extension of the duration be required, the Parties shall agree in writing an addendum to this Contract at least days prior to the end of the initial term.

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 are about

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 the Service Provider, which is represented for this purpose by Mr/Ms, who is in charge of composing its 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 6 months, the Contract shall be terminated automatically and the Service Provider shall be relieved of its obligation accordingly.

3.4 Acceptance, Rejection

The completion by the Service Provider of the Deliverables as part of the Services shall be subject to prior acceptance by the UIC project manager.

a. For the case when the deliverable consists in a report, study, analysis, etc:

Service Provider shall submit such Deliverable to UIC’s prior acceptance. UIC shall notify Service Provider within 10 business days from the delivery date either:

- Accepts the Deliverable; or
- Rejects the Deliverable giving reasons and notifying the defects and/or to be remedied by the Service Provider, in which case the Service Provider shall be given a reasonable amount of time to amend such Deliverable.
- After 10 business days without feedback from UIC, then Service Provider shall be entitled to submit the corresponding invoice if foreseen accordingly in the payment plan. For the avoidance of doubts, Service Provider shall be under the obligation to remedy any error and/or defect notified by UIC to Service Provider even after the Service Provider submitted the said invoice.

3.5 Warranty

3.5.1 Compliance

The software (if any) and more generally the Services shall comply with all provisions of this Contract. They shall also comply with the best international quality standards applicable in the relevant industry and shall comply with all applicable laws and regulations in France, and, where applicable, in the European Union. The software (if any) shall be delivered complete with all instructions, warnings and other data necessary for safe and proper operation. Any non-conformity with the above shall be considered as a defect.

3.5.2 Contractual Warranty

Service Provider represents and warrants that the Services carried out under this Contract shall be free from any and all defects in design, functionalities and workmanship and are in strict conformity with the requirement of this Contract and the best industry practice. At UIC's request, Service Provider shall promptly remedy at its expense the defect or re-perform the defective or non-conforming Services. The warranties given under this Article shall apply for a period of twelve (12) months from the date of validation by UIC of the Deliverables.

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 euros (amount in letters: euros) excluding tax, this amount to be considered final.

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

The Service Provider shall issue invoices for services rendered as follows:

Invoices shall be paid by UIC in accordance with the schedule shown in Annex B.

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

The Service Provider shall bear travel and accommodation expenses costs incurred, these being deemed to be included in its payment.

4.3 Payment

Net payment shall be made by transfer sixty (60) days from the date of issue of the invoice.

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 recipient will use reasonable care to protect the other Party's Confidential Information from disclosure to parties other than the recipient's affiliates, employees, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfil obligations under this Contract. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the other party, if permitted by law.

For the purpose of this Contract, Confidential Information shall mean information that one party (or an affiliate) discloses to the other party under this Contract, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is

independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

GDPR

Parties undertake to comply in all respect with applicable GDPR regulations in case personal data are processed by them in the course of completing the Services. In case UIC receives a claim and/or a complaint from a third party (including but not limited to a data subject and/or a UIC member), then Service Provider shall defend, indemnify and hold UIC harmless accordingly, provided that such claim and/or complaint arises in relation to a breach by the Service Provider.

The personal data of the representatives of the legal persons appearing in this Contract and the personal data of the persons acting as contact persons for the purpose of managing this Agreement shall be processed by UIC and the Service Provider for the purpose of managing and administering the legal relationship between the Parties, as well as for the purpose of fulfilling the applicable legal obligations. The legitimacy for the processing of such data is based on contractual performance and compliance with legal obligations.

The holders of the aforementioned personal data may exercise their rights of access, rectification, erasure, objection, limitation of processing, portability and the right not to be subject to automated individual decisions, by writing to the Parties by means of a reliable communication. Representatives and contact persons may also lodge a complaint with the competent data protection supervisory authority.

The personal data derived from this Contract shall be kept for its duration and, once it has terminate, shall be retained, duly blocked, for the duration of the respective statute of limitation of any actions that may arise from the relationship maintained between the Parties and for the time necessary to comply with the applicable legal requirements.

Personal data may be communicated to public authorities and bodies in order to comply with legal obligations. Such personal data may also be communicated to third parties, insofar as this is necessary for the management and execution of the Contract.

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.

In the case the Service Provider is composed of several entities that submitted a joint tender to UIC, the entities composing the Service Provider shall be jointly and severally liable to UIC for the due performance of the Services in accordance with the provisions of this Contract.

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.

e) By UIC for convenience.

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 comprises by order of precedence:

- The present Agreement; and
- The Annexes A, B, C, D and
- The Appendix 1 – Call for Tenders Terms of Reference including any further clarification provided by UIC (if any); and
- The Appendix 2 – Service Provider's Technical Offer;

constitutes the entire agreement between the Parties. It cancels and replaces any agreement, letter or other previous document of the same purpose.

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 one electronic document.

Signatures of the parties

For UIC

For the Service Provider

CONTRACT FOR THE PROVISION OF SERVICES

Annex A

Service description and schedule

CONTRACT FOR THE PROVISION OF SERVICES

Annex B

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

Not applicable.

PENALTIES

To be defined.

CONTRACT FOR THE PROVISION OF SERVICES

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.

CONTRACT FOR THE PROVISION OF SERVICES

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 <u>L. 5221-2</u>, specifying for each employee:</p> <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>

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:

- 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:
 - 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.