



INTERNATIONAL UNION
OF RAILWAYS

INVITATION TO TENDER

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

Paris, 28 May 2024

Re: Invitation to tender "ACORD" reference SP-NV-ACORD-2024.

Dear Sir/Madam,

The International Union of Railways (UIC) is planning to award the contract in subject in the framework of the UIC project ACORD. The procurement documents consist of:

- This invitation letter.
- The tender terms of reference.
- The draft contract.

The tender must be sent to the address email noisevibration@uic.org in electronic version no later than 30 June 2024 at 16:00 (UTC +1).

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

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

Submission of a tender implies acceptance of all the terms and conditions set out in the call for tenders (invitation letter, tender terms of reference and draft contract) waiving of the tenderer's own



general or specific terms and conditions. The submitted tender is binding on the tenderer whom the contract is awarded to for the whole duration of the contract.

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

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

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

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

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

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

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

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

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

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



INTERNATIONAL UNION
OF RAILWAYS

Call for Tenders Terms of Reference

UIC Noise and Vibration Sector

**Acoustics of reprofiling and onboard monitoring of rail roughness
(ACORD) Project**

SP-NV-ACORD-2024

May 2024

Table of Contents

1. PREAMBLE AND BACKGROUND	3
2. CONTRACTING PARTY	3
3. SCOPE AND CONTENT OF THE SERVICE	3
3.1 ORGANISATION OF THE TENDER ASSESSMENT	5
3.2 REFERENCE DATA	5
3.3 TARGET AUDIENCE	6
3.4 LANGUAGE	6
3.5 CONTENT OF THE TENDER	6
3.6 PARTICIPATION	7
3.7 JOINT TENDERS	7
3.8 SUBCONTRACTING	8
3.9 AWARD CRITERIA	8
3.10 RANKING OF TENDERS	8
3.11 CONTESTATION OF THE SELECTED TENDER	8
3.12 TIMETABLE	9
3.13 INTELLECTUAL AND PROPERTY RIGHTS AND LICENCE	9
4. ANNEX A - WP1	9
5. ANNEX B – WP2	10
6. ANNEX C - GANT CHART	12

Acronyms and Terminology

UIC	Union Internationale des Chemins de fer
SP	UIC Sustainability Platform
NV	UIC Noise Vibration Sector
ACORD	Acoustics of reprofiling and onboard monitoring of rail roughness project
IRS	International Railway Solution (IRS) ©
TSI NOI	Technical Specification for Interoperability – Noise
D	Deliverable
M	Milestones
WP	Work Package

1. Preamble and Background

The International Union of Railways (UIC) is the worldwide organisation tasked with promoting rail transport and developing the railway system to support the strategies of its members: rail operators, infrastructure managers, railway service providers and other industry stakeholders. The UIC founded in 1922, counts more than 200 members across 5 continents, including railway companies, infrastructure managers & rail-related transport operators & research institutes. Representing a rich and diverse membership across the globe, the UIC relies on its collective knowledge and technical expertise to develop and enhance the reputation of the railway sector so that it is associated with flexibility, simplicity, freedom and comfort.

The UIC and its members work continuously to demonstrate how rail can be part of the solution to the challenge of sustainable development at the UIC Sustainability Platform (SP). The SP manages 5 expert networks including the Noise and Vibration (NV) Sector and a portfolio of projects focusing on the development of best practice, benchmarking for environmental sustainability and reporting of corporate and social responsibility. For more information, please visit the website of NV sector: <https://uic.org/sustainable-development/noise-and-vibration>

The UIC NV sector promotes effective management of railway noise and vibration in the context of sustainable development. The group constitutes a centre of excellence; it supports transfer of knowledge, coordinates events and activities, leads research projects and facilitates communication with key stakeholders. It works in close cooperation with other railway organisations, the EU Commission and national authorities.

Among the different sources of railway noise, rolling noise is generated by the irregularities of the running surfaces. Therefore, the acoustic quality of a track highly depends on the acoustic roughness of the rails. To control the noise emitted by the infrastructure, it is important to monitor the acoustic roughness of the rails and to optimise the maintenance operations that can affect it.

Rail reprofiling, primarily conducted for operational safety and maintenance purposes, also significantly impacts railway noise. Depending on the reprofiling technique employed and on machine settings used, the process may result in a temporary increase in the acoustic rail roughness and the introduction of periodic grinding marks. Consequently, this can elevate noise levels during pass-bys, coupled with the occurrence of tonal components, which can notably create nuisance in terms of perception. The UIC, together with its members within the [ACORD project](#), addresses rail roughness as track characteristic requiring acoustic assessment for monitoring and reprofiling. The project aims to enhance the efficiency of noise mitigation efforts, taking into account the requirements of track and acoustic specialists.

2. Contracting Party

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

3. Scope and Content of the Service

The primary objective of the project is to provide methodologies, commonly accepted by ACORD members, for the assessment of acoustic rail roughness concerning on-board

monitoring and the outcomes of rail reprofiling operations. This initiative aims to enhance global information exchange among ACORD project members and integrate noise mitigation into existing railway maintenance practices. By developing appropriate guidelines and indicators, the project seeks to optimise maintenance operations for noise mitigation, thereby reducing associated costs. Additionally, the project aims to incorporate market improvements and reduce maintenance expenses through standardised approaches to data collection and measurement activities, fostering more sustainable monitoring programs while providing the basics for standardized approaches. Within this tender framework, the project will tackle two key issues:

- Defining a harmonised indicator for assessing the noise impact of rail reprofiling, facilitating the transition towards acoustically optimised rail reprofiling.
- Proposing technical requirements to ensure the performances of on-board monitoring systems for evaluating track acoustic quality. This effort enhances understanding of roughness growth mechanisms and provides data for noise mitigation strategies.

Consequently, the project comprises two work packages as detailed in the Annexes.

- WP1: Development of an indicator to assess the acoustic quality of rail reprofiling operations.
- WP2: Technical guidelines for the on-board measurement of the acoustic rail roughness.

Tenderer may provide an offer for both WP or only one WP. In case tenderer provides an offer for both WP, then tenderer shall quote both WP separately and allow UIC to select only one WP without changes in the conditions provided under its offer. Tenderer is required to specify the costs optimization in case it is awarded both WP.

The UIC seeks the following deliverables, as detailed in the Annexes:

- Technical reports: Deliverable 1 (D1) within Task 1.1.1, Deliverable 2 (D2) within Task 1.3, and Deliverable 4 (D4) within Task 2.3.
- Harmonised guidelines drafted in a UIC IRS template: Deliverable 3 (D3) within Task 1.4 and Deliverable 5 (D5) within Task 2.4.
- Milestones: In-person participation as a speaker at the UIC Railway Noise Days and providing technical support for other communication activities (e.g., drafting articles for international conferences, coordination with CEN WG3, WG50 and EU-RAIL QuieterRail project). Both in-person and online attendance and flexibility in participation will be discussed based on the offer and dates to be organised.

UIC, in collaboration with ACORD members, will oversee and lead the project activities. Each deliverable will undertake a development process that includes a literature review, parametric studies using pre-existing models, survey analysis among ACORD members, and the development of open-source software or a comparable alternative. Regular progress meetings with the steering group will be scheduled as needed. The Contractor is required to attend project meetings regularly during the contract period and to provide electronic documents no later than one week prior to each meeting. They may be asked to attend up to two in-person meetings

annually, subject to agreement. The financial offer must be all-inclusive, covering travel, subsistence costs, etc.

3.1 Organisation of the tender assessment

UIC extends an invitation to tenderers to submit their proposals based on their own experience in measuring and analysing noise emissions with lineside or on-board measurement systems. This includes comparing noise data gathered before and after maintenance activities such as grinding and reprofiling operations as well as standardisation activities. The tenderers should demonstrate knowledge of the impact of rail maintenance and reprofiling on noise mitigation and roughness mechanisms, as well as expertise in onboard measurement systems. Selection criteria will focus on the tenderer's capabilities, the technical quality of the offer, and the experience of the specific staff involved in the study, as detailed in Sections 3.9 and 3.10.

The project is scheduled to run from September 2024 to September 2026. Tenderers are requested to submit proposals for each of the work packages. Proposals will be evaluated comprehensively, considering all deliverables and milestones.

A separate contract will be drafted between the UIC and the Contractor during the summer of 2024. UIC aims to initiate work on WP1 in September 2024 and will set the kick-off meeting date after consulting with the Contractor.

3.2 Reference data

The proposal should analyse publications on railway grinding technologies and outline the subcontractor's plan, broadening the reference list to include more relevant sources. Special emphasis should be placed on detailing plans for WP1 and WP2, aligning with the contractor's background and expertise.

There is currently no internationally recognized indicator for the acoustic quality of reprofiling. While EN 15610 and EN 13231-2 provide some framework, they respectively lack perceptive and acoustic considerations. Several studies by UIC members aim to propose rail roughness indicators better suited to post-reprofiling noise issues especially considering the tonal components. However, these studies are often limited in scope and require generalisation across various scenarios to create a globally accepted indicator within WP1. This is crucial as the correlation between rail roughness and noise depends on track maintenance and traffic. Tenderers should include evidence of similar work in their proposals, UIC will provide such UIC members' studies upon contract signing.

Additionally, there is no international standard for on-board measurement of rail roughness. Proposals for WP2 should focus on developing a comprehensive guide on on-board measurement systems, targeting railway infrastructure managers and acoustic engineers for widespread adoption.

Further documents will be provided by project members during the contracting phase.

- EN 15610: Railway applications - Acoustics - Rail and wheel roughness measurement related to noise generation.

- EN 13231-2 Railway applications - Track - Acceptance of works - Part 2: Acceptance of reprofiling rails in plain line, switches, crossings and expansion devices
- Joint Research Centre, Institute for Health and Consumer Protection, Anfosso-Lédée, F., Paviotti, M., Kephelopoulos, S., Common noise assessment methods in Europe (CNOSSOS-EU) – To be used by the EU Member States for strategic noise mapping following adoption as specified in the Environmental Noise Directive 2002/49/EC, Publications Office, 2012, <https://data.europa.eu/doi/10.2788/32029>
- Software and models: Traffic Noise Auralisator (e.g. [EMPA TAURA](#)), sonRAIL etc.
- Acoustic monitoring of rail faults in the German railway network, DB, IWRN, 2019,
- European Commission, Directorate-General for Environment, Kantor, E., Klebba, M., Richer, C. et al., Assessment of potential health benefits of noise abatement measures in the EU – Phenomena project, Publications Office, 2021, [link](#)

3.3 Target audience

The primary target audience of this project includes railway infrastructure managers together with acoustic experts, track engineers and acoustic consultants who collaborate during the maintenance work on the existing lines. However, it also extends to all interested parties seeking guidance on measuring railway noise and establishing limit values, including local and international policymakers, organizations, and other stakeholders. Therefore, deliverables should offer a pragmatic approach for defining and implementing noise measurements to collect harmonized acoustic rail roughness data.

The initial plan for WPs is presented in the Annexes. The Tenderer is encouraged to propose their ideas in line with the proposal to UIC to enhance the quality of its assignment.

3.4 Language

All communication will be in English. The deliverables will have to be delivered in English. All those assigned to the project must be proficient in English, both written and spoken.

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

3.5 Content of the Tender

The proposal should be submitted to the UIC Noise Vibration Sector mail (noisevibration@uic.org) until 30 June 2024 together with the following:

- An application letter signed by the Authorised Representative of the tenderer. In the case of a joint tender, the application letter shall be signed by the leader, who will then be the single point of contact.
- A Power of Attorney in case of joint tender.
- The Evidence of the Tenderer's ability and experience to undertake the work and write the document. Preference will be given to a Tenderer with knowledge and experience

on similar content: on-board measurement systems, real-time acquisition, vibroacoustic sensors in rough environments, acoustic rail roughness measurements and analysis, calculation of railway noise, auralisation, psychoacoustics, standardisation of knowledge.

- A technical offer (Less than 10 pages).
- An outline of the proposed approach, content layout of final deliverables, and the identification of key milestones, with timescales, leading to the production of final deliverables. (Less than 10 pages)
- A financial offer with cost breakdown and daily rates for each deliverable and milestone.

Other complementary documents may be requested at the Tendering process.

Questions with respect to the content and scope of the tender should be addressed to the UIC Senior Advisor, Pinar Yilmazer yilmazer@uic.org.

3.6 Participation

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

3.7 Joint Tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders will be considered by UIC provided that:

- WP1 and WP2 are quoted separately and indicating which tenderer is in charge, so that UIC may select either WP1 or WP2 or both;
- Joint tenderers allow UIC to select only one WP and commit to not change the conditions provided in their offer;
- In case UIC select a joint tender for both WP1 and WP2, tenderers shall indicate in their offer the costs optimisation for being awarded both WP1 and WP2.

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

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

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

3.8 Subcontracting

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

3.9 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.

- Understanding of and previous experience with the topic (30 points – minimum threshold 15 points)
- Quality of the proposed methodology (40 points – minimum threshold 20 points)
- Organisation of the work and resources (20 points – minimum threshold 10 points)
- Quality control measures (10 points – minimum threshold 5 points)

3.10 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.

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

3.11 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.

3.12 Timetable

The period for this project is fixed to maximum 30 months, following an estimated schedule as follow:

30 April – 1 July 2024	Call for Tender Process
31 May 2024	Confirmation mail to be sent to UIC
30 June 2024	Deadline for participation in the Call for Tender
1 July to 19 July 2024	Evaluation of the responses sent by all Tenderers
July – August 2024	Meeting with short-listed Tenderers (TBD)
August – September 2024	Contract implementation

3.13 Intellectual and property rights and licence

Tenderers will be required to transfer all intellectual property rights to UIC resulting from the Services.

4. Annex A - WP1

WP1 focuses on the rail reprofiling in the context of acoustics and consists in the following tasks.

- **Task 1.1 Preliminary study:** The Contractor will first identify the problematic situations leading to annoyance after reprofiling, based on existing knowledge and measurements (which types of reprofiling, which tracks, which vehicles) This work will involve the carrying out of literature research on re-profiling and its development and will be jointly discussed with UIC and its members. Then, the critical characteristics in the roughness spectrum and pass-by noise spectrum will be identified, to determine which features should be implemented in the simulation model (e.g. narrow bands). This will be done through a bibliographic study on psychoacoustics. Deliverable: D1 within Task 1.1.1.
- **Task 1.2 Auralisation:** This task aims at relating the rail roughness to an audible noise signal for given input parameters (rail roughness, wheel roughness, track type, etc.). To this end, project participants will first identify existing auralisation softwares together with the Contractor and select one. Then, the auralisation software will be adapted according to the characteristics identified in Task 1.1, to make it suitable for the auralisation of noise in the specific context of reprofiling. Bilateral discussions with the provider of the auralisation software (i.e. EMPA TAURA or any other similar systems) are essential within this context. UIC IT Specification can be provided upon request.

- Task 1.3 Listening test: Based on the situations identified in Task 1.1. and using the auralisation software from Task 1.2, listening tests will be performed, to identify the critical features in roughness profiles that lead to annoyance. The Contractor will collaborate with UIC and its members to develop and refine the content and criteria for the listening tests, ensuring common agreement. Deliverable: D2 within Task 1.3
- Task 1.4: An indicator to assess the acoustic quality of a roughness profile after rail reprofiling will be defined based on the listening tests. The indicator will be described in an IRS. Deliverable: D3 within Task 1.4.

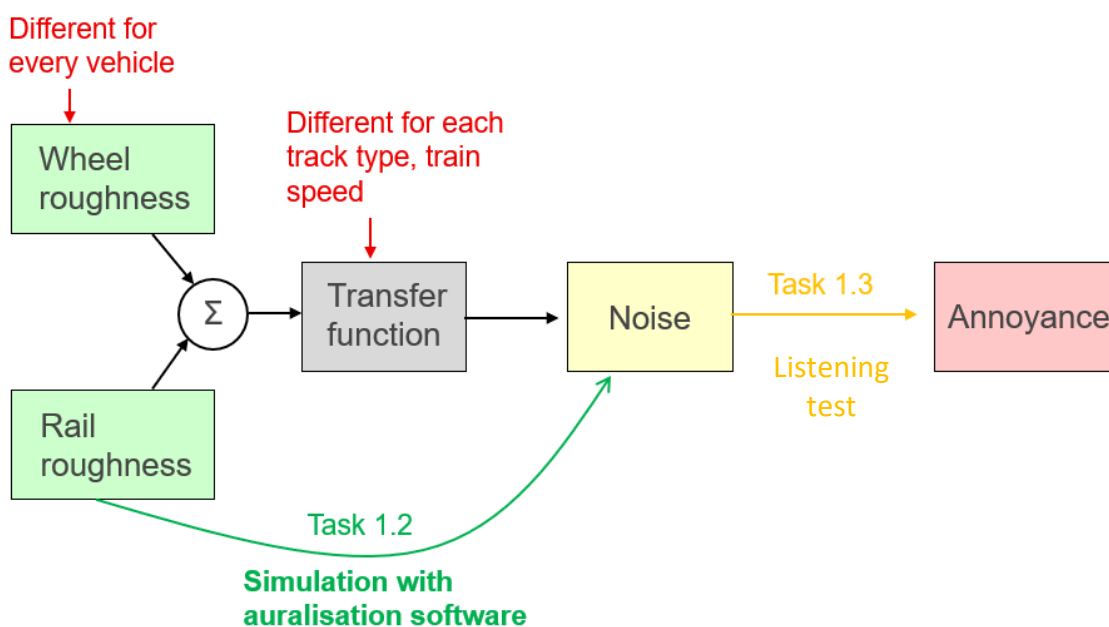


Figure 1: Detailed information on WP1

5. Annex B – WP2

The focus will be on on-board measurement methods for acoustic rail roughness and UIC together with the Contractor will work with its members to prepare technical guidelines to be translated into IRS. Within the framework of WP2, which is autonomous from WP1, the members will work together with the subcontractor to define the steps to guide the sector under the following headings.

- Task 2.1 Critical analysis of existing systems. The aim is to describe the different systems, distinguish them according to their principles and performance (sensor type, wavelength validity range, calibration requirement, distinction between the two rails, etc).
- Task 2.2 Definition of a procedure for comparison and validation. The project participants together with the Contractor will define how to compare two measurement systems (e.g. how to compare to spectra) and how to validate them, in relation to EN 15610 (e.g. lateral position on the rail).

- Task 2.3 Identification of technical problems and potential solutions. By using the results of Task 2.1., the project participants together with the Contractor will identify potential technical problems and determine the measures to be taken to achieve acceptable results according to the criteria defined in task 2.2, for each system. The necessary data for this task will be provided by the members. Deliverable: D4 within Task 2.3
- Task 2.4 Writing of the IRS. An active work will be required, including the preparation, presentation, and validation of an experimental protocol to be applied to evaluate the performance of an onboard measurement method, which will be carried out by the Contractor together with project participants. Deliverable: D5 within Task 2.4

6. Annex C - Gant Chart

The draft Gantt chart 1 is subject to revision and enhancement.

Work Packages	Project year 1												Project year 2												Project year 3							
	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M1	M2	M3	M4	M5	M6		
WP1: Indicator for acoustic quality of reprofiling	Task 1.1: Preliminary study	D1: Report																														
	Task 1.1.1 Identify situations leading to nuisance after reprofiling	Bibliographic study and survey																														
	Task 1.1.2 Identify critical characteristics in the roughness spectrum and noise spectrum			Bibliographic study mostly on psychoacoustics																												
	Task 1.1.3 Investigate the importance of rail roughness on pass-by noise						Parametric study using existing physical model																									
	Task 1.2: Identification and adaptation of an existing auralisation software suitable for grinding noise						Adapted software																									
	Task 1.3: Listening tests											D2: Report																				
	Task 1.3.1 Design of the tests											Design																				
	Task 1.3.2 Execution of the tests													Listening tests																		
	Task 1.4. Definition of the indicator																					D3: IRS -1										
WP2: Technical guidelines for the on-board measurement of the rail acoustic roughness	Task 2.1 Documentation of existing systems	Survey																														
	Task 2.2 Definition of comparison procedure					Bibliographic study																										
	Task 2.3 Identify problems and suggest solutions										D4: Report																					
	Task 2.4 Write an IRS																				D5: IRS - 2											
WP3: Communication	Providing technical support to UIC on communication activities (TBD)																															
	Speaking at UIC Railway Noise Days																															
	Promotion of the activities through communication channels (media etc.)																															



INTERNATIONAL UNION
OF RAILWAYS

DRAFT CONTRACT FOR THE PROVISION OF SERVICES

CONTRACT FOR THE PROVISION OF SERVICES

Between:

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

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

on the one hand,

and

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

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

on the other hand,

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

have agreed on the terms hereafter:

Article 1. Purpose and nature of the Contract

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

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

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

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

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

3.1 Description of Services

SP-NV-ACORD/ UIC -Name of the Service Provider

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

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

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

3.2 Methods of performance of the Services

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

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

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

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

3.3 Schedule for performance of Services

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

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

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

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

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

4.1 Fees

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

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

Multiple invoices	<p>The Service Provider shall issue XX invoices for services rendered as follows:</p> <p>A first invoice in the amount of shall be sent to UIC upon signature of this Contract and shall be paid as a deposit for the start of Service provision.</p> <p>Subsequent invoices shall be paid by UIC in accordance with the schedule shown in Annex B.</p>
--------------------------	---

In the event that this Contract is terminated before its term for any reason whatsoever or in the event of force majeure, the Service Provider shall close the accounts and prepare an invoice for expenses incurred not covered by any previous invoices, and shall present it to UIC for payment. In the event of termination for a fault on the part of the Service Provider, UIC shall retain the possibility of claiming all compensation to remedy the damage suffered as a result of such termination.

4.2 Travel expenses

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

4.3 Payment

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

The invoice must include the following information:

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

Article 5. General obligations of the Service Provider

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

Article 6. Ownership of work

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

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

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

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

Article 7. Professional secrecy and obligation to exercise discretion

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

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

Article 8. Liability and insurance

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

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

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

Article 9. Completion, rescinding or termination of the contract

The present Contract may be terminated in the following circumstances:

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

period, a letter shall be sent to the defaulting party to notify it of the termination of the contract and the reasons for the termination.

Article 10. Non-solicitation of personnel

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

Article 11. Miscellaneous

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

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

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

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

Signed in in copies on

Signatures of the parties

For UIC

For the Service Provider

Annex A

Service description and schedule

PHASE 1

- Description
- Date
- Results to be delivered and format

PHASE 2

- Description
- Date
- Results to be delivered and format

FINAL PHASE

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

Annex B

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

Not applicable

PENALTIES

Annex C

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

The Service Provider shall undertake to provide UIC with:

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

Annex D

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

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

French Decree 92-508 of 11 June 1992

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

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

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

1. Choice of:

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

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

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

Financial guarantee certificate (temporary employment agencies only).

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

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

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

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

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

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

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

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

Signed in on

Signature and company stamp

<p>French Service Provider and service performed in France</p>	<p>In particular, the Service Provider declares that is it compliant with the provisions arising from the French Labour Code, particularly those relating to the prohibition of undeclared work arising from Articles L.8221-3 et seq. of said Code, and certifies that the Services covered by the Contract shall be performed in accordance with the labour legislation in force.</p> <p>Thus, in application of Article D8222-7 of the French Labour Code, it must submit to UIC, when the Contract is concluded and every six months until the end of its execution, all of the following documents so that UIC is deemed to have carried out the verifications required by Article L. 8222-1 of the French Labour Code:</p> <ol style="list-style-type: none"> 1. A certificate, less than six months old, of provision of social declarations and payment of social security deductions and contributions as provided for in Article L. 243-15 from the social welfare agency responsible for collecting deductions and contributions, the authenticity of which shall be checked with the social security contribution collection body. 2. When registration of the co-contractor in the Companies Register or in the Trades Register is compulsory or in the case of a regulated profession, one of the following documents: <ol style="list-style-type: none"> a) An extract of the entry in the French Companies Register (K or K bis); b) An identification card providing evidence of registration in the French Trades Register; c) An estimate, advertising document or professional correspondence, provided that the name or company name, the full address and the registration number in the French Companies Register, French Trades Register or a list or table of a professional body or a reference to accreditation issued by the competent authority are indicated; <p>A deposit slip for filing the declaration with a business start-up centre (CFE) for people in the process of registering.</p> <p>Furthermore, as part of efforts to combat the employment of foreign nationals without a work permit, the Service Provider shall submit the documents referred to in Articles L8254-1 and D8254-1 et seq. of the French Labour Code on the day of signature of the Contract and every six months until completion of performance of the Contract:</p> <p>The list of names of foreign employees employed by the Service Provider and subject to work authorisation as provided for in Article L. 5221-2, specifying for each employee:</p>
--	---

	<ol style="list-style-type: none"> 1. his or her date of hire; 2. his or her nationality; 3. the type and serial number of the document constituting his or her authorisation to work.
<p>Service Provider established outside France and service performed in whole or in part in France</p>	<p>In particular, the Service Provider declares that is it compliant with the provisions of Articles L.8221-3 et seq. of the French Labour Code relating to the prohibition of undeclared work and certifies that the Services covered by the Contract shall be performed in accordance with the labour legislation in force.</p> <p>Thus, in application of Article D8222-7 of the French Labour Code, if the Service Provider is required to perform all or part of its Services on French territory, it must submit to UIC, when the Contract is concluded and every six months until the end of its execution, all of the following documents so that UIC is deemed to have carried out the verifications required by Article L. 8222-4 of the French Labour Code:</p> <ol style="list-style-type: none"> a) A document indicating its individual identification number assigned in application of Article 286b of the French General Tax Code. If the co-contractor is not obliged to have such a number, a document indicating its identity and address or, where applicable, the contact details of its ad hoc tax representative in France; b) A document, less than six months old, confirming that the Service Provider is meeting its obligations with regard to social conditions with regard either to Regulation (EEC) No 1408/71 of 14 January 1971 or to an international social security agreement or, failing that, a certificate of social security declarations from the French social welfare agency responsible for collecting the social security contributions incumbent on the Service Provider; c) In addition, if registration in a professional register is compulsory for the Service Provider in the country of its establishment or domicile, either: <ol style="list-style-type: none"> i) a document from the authorities keeping the professional register or an equivalent document certifying registration; ii) an estimate, advertising document or professional correspondence, provided that the name or company name, the full address and the type of registration in the professional register are indicated; iii) or, for companies in the process of being created, a document less than six months old from the authority empowered to receive entries for registration in the professional register and certifying the application for registration in said register.

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

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

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