



INTERNATIONAL UNION  
OF RAILWAYS

# INVITATION TO TENDER

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

**Reference:  
AI4SAFEHAVE-TENDER-2024-04-16**

**Paris, 16 April 2024**

**Subject: Invitation to tender – AI4SAFEHAVE-TENDER-2024-04-16**

Dear Sir/Madam,

The International Union of Railways (UIC) is planning to award the contract in subject "Use of Artificial Intelligence to observe misbehaviours at level crossings, trespassers and suicidal behaviours (AI4SAFEHAVE)". 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: [fonverne@uic.org](mailto:fonverne@uic.org) and [henon@uic.org](mailto:henon@uic.org) in electronic version no later than **11 July 2024 - 16:00 CET**.

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

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

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

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

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

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

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

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

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

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

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

If processing the call for tenders involves recording and processing personal data (such as names, addresses and CVs), such data will be processed pursuant General Data Protection Regulation (GDPR) and to French Law on the protection of personal data. Unless otherwise indicated, tenders' replies to the questions and any personal data requested are required to evaluate tenders in accordance with the specifications of the invitation and shall be processed for that sole purpose by the UIC staff in charge of the procurement. 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](mailto:dpo@uic.org) While doing so, please include a photocopy of both sides of your ID document or passport.

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

# CALL FOR TENDERS TERMS OF REFERENCE

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



INTERNATIONAL UNION  
OF RAILWAYS

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## ACRONYMS AND TERMINOLOGY

<b>AI4SAFEHAVE</b>	<b>Use of Artificial Intelligence (AI) to observe misbehaviours at level crossings, trespassing, suicidal behaviours</b>
<b>UIC</b>	<b>Union Internationale des Chemins de fer</b>
<b>GLCN</b>	<b>Global Level Crossing Network</b>
<b>TreSP-Network</b>	<b>Trespass and Suicide Prevention Network</b>
<b>IRS</b>	<b>International Railway Solutions</b>

# TERMS OF REFERENCE

## 1. PREAMBLE AND BACKGROUND

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

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

The specific areas of activity of UIC are:

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

Rail travel remains the safest land-based transport mode, due in large part to the rigorous focus on safe infrastructure and procedures. Quite properly, rail passengers can expect to safely reach their destination. But sadly, there remain a worryingly high number of accidents and fatalities to others at level crossings. There has been much progress but the [2023 Annual Safety Report](#) from the International Union of Railways (UIC) tells a grim story. The [UIC safety database](#) compiles rail safety statistics from over 30 countries. It reveals that in 2021 more than a quarter (27%) of all significant rail accidents and almost a third (32%) of all accidental fatalities are at level crossings. That is 276 lives lost on level crossings in just one year. External causes (trespassing, and level crossings) were responsible for nearly 80% of accidents. Third parties represented 96% of all fatalities and 86% of serious injuries. Worldwide, we can confidently say the toll will be many times greater.

Railways have a responsibility – in many countries, a legal duty – to assess the risks at each and every level crossing. That helps identify whether the risk controls are appropriate for the location, the number and type of users, the nature of rail traffic etc. But practices differ from one country to the next and there is real opportunity for railways everywhere to learn and apply better practice from UIC's 2022 best practice guide for level crossing risk assessment, developed by members of the UIC Global Level Crossing Network (GLCN).

In addition to investment in better designs, a critical part of reducing the harm is to influence users' behaviour. And that is why the UIC's railway family comes together every year to promote the International Level Crossing Awareness Day (ILCAD). With campaigns, education and targeted enforcement, ILCAD helps encourage users to play their part in level crossing safety.

In addition to misuse at crossings, some people take risks by walking, hiking, or riding along tracks, taking shortcuts in stations or on open tracks, or using tunnels or bridges.

Walking in dangerous areas can result in serious injuries or death by taking selfies on the tracks, making graffiti, entering railroad depots, climbing on coaches or wagons.

Main casualties are people who are hit by trains, fall from heights, or are electrocuted by the third rail or overhead cables. Many of these people are simply unaware of the risks.

That is why the railways are committed to raising public awareness through ILCAD and a second awareness campaign to prevent trespassing (TRESPAD). This can also be done by technological measures, fences, and signs.

If this is not enough, enforcement measures must be put in place to discourage inappropriate behaviour at level crossings, on and around railway tracks.

Each year, early June best experts from around the world share knowledge and best practices at two UIC international conferences to launch ILCAD and TRESPAD tackling level crossing safety, trespass and suicide prevention to find how we can reduce the largest contributors to railway collisions and related casualties.

### **Some more figures:**

UIC estimates that there are half a million level crossings in the world, with 96,000 in the EU representing 20% of the total number of level crossings in the world. Less than the half of them is passive (no light, no barrier).

According to the European Union Agency for Railways (ERA) in recent years, a weekly average of six fatalities and an additional six serious injuries happened at EU level crossings.

The total number of fatalities, excluding suicides, has fallen steadily in recent years.

In 2021, on average six suicides were recorded every day on EU railways, totalling 2,234 in 2021 (ERA safety overview report 2023).

They represented 77% of all fatalities on railways and, together with the unauthorised persons (trespassers) fatalities, constituted 90% of all fatalities occurring within the railway system; trespass fatalities, instead, have seen a steady decrease since 2006.

#### Why do we want to launch this project:

Engineering solutions, Education, Awareness and Enforcement measures put in place so far do not seem sufficient or satisfactory enough.

We know that most collisions at and around tracks are caused by human factors. AI technology can help humans improving their lives (e.g. medicine) or business in many domains.

Technical solutions, innovations e.g. Artificial Intelligence (AI) can help the railways in their daily operation reduce the number of persons being hit by trains and related casualties or predict dangerous situations and the number of accidents.

This is why UIC together with some of our members we decided to launch this project and consider how we can benefit from AI to better observe human behaviours at level crossings, or when trespassing railway tracks and premises, or attempting suicides in order to reduce the accident toll and related casualties.

We would like to carry out a project using AI to observe human behaviours:

- in authorised railway areas: cyclists, motorists or pedestrians at level crossings, stations, on platforms near railway tracks
- in unauthorised railway areas or premises areas: on and around tracks, depots, maintenance workshops, bridges and tunnels etc...

The advantages for our members:

- Enhance safety of the railway system by reducing suicides, trespassing and misuse of level crossings,
- Enhance performance of the railway system with the implied reduction of delays.

## **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 objective of this service contract is to carry out a benchmark and collect good practices including all innovative solutions using artificial intelligence for observing behaviours, in order to:

- Prevent suicides
- Prevent trespassing
- Prevent level crossing misuse

#### **Expected output**

- Gather a benchmark of the existing technologies using AI for observing behaviours, including an assessment of their performance, reliability, and adaptability to the railway context.
- Summarise all existing and future solutions and good practices highlighting their strengths and areas of potential improvement.
- Identify and propose innovative solutions based on A.I. for LC, trespass and suicide prevention considering various environmental and atmospheric conditions, employing a scenario-based approach.
- Define more about the desired technical specifications for A.I. solutions and the type of data to be analysed.

It is important to define the type of AI technology and the type of data to:

-Ensure that new AI solutions integrate themselves smoothly with existing project stakeholders' rail systems, avoiding costly modifications.

-Allow project stakeholders to select or develop AI models optimized for specific types of data we already have available.

-Help project stakeholders applying appropriate privacy protection measures and ensure ethical use of AI (and in compliance of IEEE P2976 standard).

-Facilitate understanding of the project by all stakeholders.

-Enable planning for the scalability of the AI solution, highlighting the limits, constraints, and main points to be considered for each specific solution / best practice.

- Elaborate a technical report and guidelines that will provide safety recommendations to our members on
  - Level crossing safety
  - Trespass prevention
  - Suicide prevention

- Conceive a toolbox (compatible with the UIC IT requirements), that will provide online solutions and good practices, which can be regularly updated as for RESTRAIL toolbox <https://www.restrail.eu/toolbox/> and SAFER-LC toolbox <https://toolbox.safer-lc.eu/>

**Interest for our members**

- Deliver insights about future trends on AI innovative solutions for safe behaviours (taking the EU act on AI into consideration).
- Equal and efficient integration of AI into worldwide railway operations.
- Harmonisation via a policy for assets / investments and operational and legal (GDPR) procedures and rules.

**Benefits for our members:**

- Fewer collisions and casualties
- Better media coverage, public image
- Reduction of lost-time productivity: time recovery translates into added production time for plants, which accumulates throughout the year and can add up to significant profit improvements,
- Improvement of punctuality, reliability

It is requested that the service contractor provides a detailed Gantt chart including the deliverable deadlines, with an estimated project start date on 15<sup>th</sup> October 2024.

Content of deliverable	Estimated date of delivery	Type of deliverable (D)
<ul style="list-style-type: none"> <li>• Gather a benchmark of the existing technologies using AI for observing behaviours, including an assessment of their performance, reliability, and adaptability to the railway context.</li> <li>• Summarise all existing and future solutions and good practices highlighting their strengths and areas of potential improvement.</li> <li>• Identify and propose innovative solutions based on A.I. for LC, trespass and suicide prevention considering various environmental and atmospheric conditions, employing a scenario-based approach.</li> </ul>	Last semester 2024	<p><b>D1 - Benchmark</b></p> <p>via the set-up of a dedicated Task Force that will allow the best share of actual / recent and efficient practical arrangements: library of good practices (from inside and outside the railway sector) / quick wins</p>

<ul style="list-style-type: none"> <li>Define more about the desired technical specifications for A.I. solutions and the type of data to be analysed.</li> </ul> <p>It is important to define the type of AI technology and the type of data to:</p> <ul style="list-style-type: none"> <li>-Ensure that new AI solutions integrate themselves smoothly with existing project stakeholders' rail systems, avoiding costly modifications.</li> <li>-Allow project stakeholders to select or develop AI models optimized for specific types of data we already have available.</li> <li>-Help project stakeholders applying appropriate privacy protection measures and ensure ethical use of AI.</li> <li>-Facilitate understanding of the project by all stakeholders.</li> <li>-Enable planning for the scalability of the AI solution, highlighting the limits, constraints, and main points to be considered for each specific solution / best practice.</li> </ul>		
<p><u>Tests on members' railway network:</u></p> <p>KPI: Testing implies the development of software with coding, which will enable self-learning, mainly through video analysis. The chosen contractor must develop a software which proves the ability to detect persons with an accuracy of at least 98%. In case the contractor would commit to a lower accuracy percentage, this is needs to be duly justified in the technical offer, keeping in mind that this will impact the ranking of the</p>	<p>2024-2025</p>	<p><b>D2 - Study and Organisation of tests on site</b></p> <ul style="list-style-type: none"> <li>- at level crossings,</li> <li>- at suicidal and trespassing hot spots (tbd, in countries where project is financed + volunteers (at their own costs)</li> </ul>

<p>tenders. The contractor shall without additional costs transfer the property of all developed software, source codes and algorithms to UIC so that it can be used for further development and implementation within the railway sector.</p>		
<ul style="list-style-type: none"> <li>• Elaborate a technical report and guidelines that will provide key safety recommendations, best practices and mitigation measures to our members on <ul style="list-style-type: none"> <li>• Level crossing safety</li> <li>• Trespass prevention</li> <li>• Suicide prevention</li> </ul> </li> </ul> <p>KPI: Conceive a toolbox (compatible with the UIC IT requirements), that will provide online solutions and good practices, which can be regularly updated as for RESTRAIL toolbox <a href="https://www.restrail.eu/toolbox/">https://www.restrail.eu/toolbox/</a> and SAFER-LC toolbox <a href="https://toolbox.safer-lc.eu/">https://toolbox.safer-lc.eu/</a></p>	<p>Last semester 2025</p>	<p>D3 – Information supports</p> <ul style="list-style-type: none"> <li>• Toolbox</li> <li>• Guidelines</li> <li>• UIC IRS (<a href="#">International Railway Solution – IRS</a>)</li> </ul> <p>With</p> <ul style="list-style-type: none"> <li>- Future Technological Trends and Key Recommendations: Tips for railway operators and infrastructure managers on how AI innovative solutions can be implemented to facilitate safe behaviours</li> <li>• from short to long term design / technical (mitigation) measures and operational potential adaptations (prototypes).</li> <li>• Systemic and Holistic Safety/Technical advice provided.</li> <li>• Access to opensource / online toolboxes and best practices/tools.</li> <li>• Practical &amp; Concrete implementation recommendations for the Railways</li> <li>• Potentially, prototype(s) software/system associated with the 3 above.</li> </ul>

<ul style="list-style-type: none"><li>• Final works</li></ul>	End of first semester 2026	<b>D4 – Project Dissemination events</b> With project financing members (workshop/ conference, participation to TreSP-Network and GLCN meetings to present results)
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## **4. FINANCIAL OFFER**

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

## **5. APPLICABLE LANGUAGE AND CONFIDENTIALITY**

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

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

## **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 Power of Attorney in case of joint tender.
- a technical offer.
- a financial offer.

## **7. 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.

## **8. JOINT TENDERS**

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

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

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

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

## **9. 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.

## **10. SELECTION PROCESS AND TIMING**

The consultants will have to provide their offers via email to [henon@uic.org](mailto:henon@uic.org) and [fonverne@uic.org](mailto:fonverne@uic.org) not later than **11 July 2024 16:00 CET**.

During the process, additional questions can be addressed in writing to [henon@uic.org](mailto:henon@uic.org) and [fonverne@uic.org](mailto:fonverne@uic.org), no later than six working days before the date of receipt of tenders indicated above.

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

## **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**

*(30 points – minimum threshold 15 points)*

### **2. Quality of the proposed methodology**

*(40 points – minimum threshold 20 points)*

### **3. Organisation of the work and resources**

*(20 points – minimum threshold 10 points)*

### **4. Quality control measures**

*(10 points – minimum threshold 5 points)*

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

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

## 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.

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

### **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 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**

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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.

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

#### **4.2 Travel expenses**

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

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

The invoice must include the following information:

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

#### **Article 5. General obligations of the Service Provider**

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

#### **Article 6. Ownership of work**

All results and work produced under this Contract are the exclusive property of UIC, excluding any possibility of transfer of ownership by the Service Provider for any reason whatsoever. The work shall be acquired as and when it is carried out in return for the fees referred to in Article 4.1 or, if the Contract is terminated, on the date of termination, provided that this work is paid for.

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

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

#### **Article 7. Professional secrecy and obligation to exercise discretion**

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

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

#### **Article 8. Liability and insurance**

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

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

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

#### **Article 9. Completion, rescinding or termination of the contract**

The present Contract may be terminated in the following circumstances:

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

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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"> <li>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.</li> <li>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"> <li>a) An extract of the entry in the French Companies Register (K or K bis);</li> <li>b) An identification card providing evidence of registration in the French Trades Register;</li> <li>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;</li> </ol> <p>A deposit slip for filing the declaration with a business start-up centre (CFE) for people in the process of registering.</p> </li> </ol> <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 <a href="#">L. 5221-2</a>, specifying</p>
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	<p>for each employee:</p> <ol style="list-style-type: none"> <li>1. his or her date of hire;</li> <li>2. his or her nationality;</li> <li>3. the type and serial number of the document constituting his or her authorisation to work.</li> </ol>
<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"> <li>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;</li> <li>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;</li> <li>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"> <li>i) a document from the authorities keeping the professional register or an equivalent document certifying registration;</li> <li>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;</li> <li>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</li> </ol> </li> </ol>

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.