



INTERNATIONAL UNION  
OF RAILWAYS

# INVITATION TO TENDER

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

**Reference:  
CONFORCES-TENDER-2024-06-14**

**Paris, 14 June 2024**

**Subject: Invitation to tender – CONFORCES-TENDER-2024-06-14**

Dear Sir/Madam,

The International Union of Railways (UIC) is planning to award the contract on the "CONFORCES" project. 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: [casquero@uic.org](mailto:casquero@uic.org) and [palma@uic.org](mailto:palma@uic.org) in electronic version no later than **12 July 2024 - 17:00 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>UIC</b>	<b>Union Internationale des Chemins de fer</b>
<b>IRS</b>	<b>International Railway Solutions</b>
<b>IM</b>	<b>Infrastructure Manager</b>
<b>RU</b>	<b>Railway Undertaking</b>
<b>WG</b>	<b>Working group</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 optimize costs and to contribute to environmental sustainability.

The mission of the UIC Railway System Department is creating sustainable technical solutions for the railway business, aimed at increasing its competitiveness as compared to other modes of transport, while considering not only single domains, but the railway system as a whole.

The Railway System Department hosts the Train-Track Interaction (TTI) Sector whose aim is to study vehicle/infrastructure interaction, taking a system-based approach, and which links directly the responsibilities of the infrastructure managers (IMs) to the railway undertakings (RUs). Infrastructure quality, availability and reliability are crucial for the railway service operation for both passengers and freight.

The TTI sector leverages the expertise of railway organizations from all over the world (infrastructure managers, railway authorities and integrated companies). The TTI Sector is the worldwide platform for the exchange of information and experience regarding interfaces and interactions between the track and the rolling stock.

TTI members started one major project, known as CONFORCES (validation of measurements of the wheel-rail contact forces through instrumented wheelsets for UIC Leaflet 518 homologation purposes). The aims of this project, which began in 2024, are to analyze and propose guidelines for wheelsets precision and accuracy in running conditions, analyze and propose guidelines for measuring wheel-rail contact forces through instrumented wheelsets and to describe a method to measure wheel-rail contact forces through the use of instrumented wheelsets including calibration.

To support this project (Ref. 2024/RSF/849), the UIC wishes to procure the services of a Consultant to develop the guidelines previously mentioned and to describe the measuring and calibration method. This call for tenders sets out the scope of services and the working arrangements.

## **SCOPE OF THE WORK**

This project is focused on the use of instrumented wheelsets for wheel-rail contact forces measurement, both for approval of railway vehicles from the point of view of their dynamic behaviour, and for inspection purposes. The main objective is to develop a method for the set-up of sensors, calibration and data postprocessing of instrumented wheelsets, that in turn, will harmonise the measurement of contact forces as an international standard, and will allow members to better understand these forces.

With this information, UIC Leaflet 518 will be reviewed in order to propose changes with regard to the project findings, being this latter action aligned with the UIC IRS migration plan.

This project will gather members from different railway sector's perspectives, such as infrastructure managers, railway undertakings, homologation bodies and technical universities.

The project will provide added value to knowledge, techniques, codes of practice and instruments of measurement of wheel-rail contact forces for the whole railway industry, and will contribute to costs reduction of the existing technology. In addition, track and infrastructure diagnosis quality will be increased, being the need of resources for predictive maintenance reduced.

### **2. Contracting party**

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

### **3. Project Activities**

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

- Literature review and benchmark of the existing methods and best practices to set-up the sensors, calibrate and postprocess data of instrumented wheelsets for approval of the dynamic behavior of railway vehicles on axle loads measurement devices.
- A methodology for the design, set-up of sensors, calibration, and verification of the measurement of instrumented wheelsets will be establish. The technique to be developed aims to become a reference for the international railway industry, thereby simplifying and standardizing the use of these devices. The fundamental milestone of the methodology will be the determination of the accuracy of each device, taking into account factors such as the gyroscopic and other inertial effects associated with rotation, which have an influence on the measurement at very high speed.
- A methodology to standardize the raw data to facilitate its exchange, accessibility, handling and interpretation by different end users would be a key

outcome of the project.

- Conduct the corresponding calculations (static and dynamic model development and the corresponding simulations) to theoretically compare the applied forces with the instrumented wheelset measurements using the selected method for different cases.
- Definition of specific laboratory tests to be done in a second phase of the project, to verify the selected method.
- Dedicated training for the project experts on wheel-contact forces.
- Guidelines and harmonization: publish an International Railways Solution with the information collected and a methodological approach or update the existing leaflet 518 concerning instrumented wheelsets.

UIC and the WG members will support the contractor in the collection of data, information and internal methods and rules.

The kickoff meeting for the consultant will be held around September by videoconference. Nevertheless, the consultant shall attend the first meeting with UIC, probably in Paris, at the UIC Headquarters, before the end of 2024 (other venues in Europe can be suggested).

#### 4. Organization of the work

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

Five milestones will mark the development of the work over the 18-months duration of the project. At the end of each milestone, a group meeting will be held, organized by the consultant or engineering organization.

#### **PHASES**

- **Phase 1: Literature review and benchmark of current methods** (4-months duration)

The contractor will carry out a literature review and benchmark of the existing methods and best practices to set-up the sensors and calibrate instrumented wheelsets for approval of the dynamic behavior of railway vehicles. Methods and procedures for data postprocessing and management will also be considered and the use of method for

Not only European references will be taken into account. UIC documents and connections with other related bodies, as well as the knowledge, methods and support of the project experts, will be at contractor's disposal (the technical information from UIC members will be submitted in several languages, but UIC will provide tools for automatic translation).

The following references will be considered in the literature review:

- UIC Leaflet 518: Testing and approval of railway vehicles from the point of view of their dynamic behavior - Safety - Track fatigue - Running behavior.

- EN14363: Railway applications - Testing and Simulation for the acceptance of running characteristics of railway vehicles - Running Behaviour and stationary tests.

**Deliverables:** technical report describing and comparing the existing methods and techniques, that will be the basis for the selection of the reference method (phase 2). This report may be partially integrated in the final IRS or in the revision of the leaflet 518. The deliverable will be considered as completed after approval of the project manager.

- **Phase 2: Selection and justification of the method as UIC standard (2-months duration)**

The contractor, supported by the expertise of the project members, will establish the criteria to select one reference method to set-up the sensors, calibrate and postprocess data of instrumented wheelsets for approval of the dynamic behavior of railway vehicles (both passenger and freight vehicles and for all ranges of operational speeds). These criteria will be justified from the technical and economical point of view and will include a cost-benefit assessment. The use of the instrumented wheelsets for quality track inspection could be considered. More than one method might be selected under the correspondent justification and with the agreement of the project experts.

The choice of method/s will be based on the methods described in phase 1, but might be a non-existing one, taking characteristics and best practices from those currently in use.

**Deliverables:** addition to the technical report of phase 1, describing the criteria, comparison, justification and cost-efficiency assessment of the final choice of method/s. This information will be subsequently integrated in the final IRS or on the revision of the leaflet 518. The deliverable will be considered as completed after approval of the project manager.

- **Phase 3: Validation of the method through calculations and simulations and raw data standardization (estimated 6-months duration)**

In order to theoretically compare the applied forces with those measured by instrumented wheelsets (through the selected method), several calculations, models development and simulations will be required. The following non-exhaustive list includes some of the possible steps to be taken:

- Finite element models for practical wheel cases.
- Wheelset dynamic models (especially for analyzing very high speed response, and contact force frequencies in a band until 40 Hz).
- Simulations to compare (theoretically) the applied forces with that measured through the instrumented wheelsets.

Different running speeds of the train shall be considered, although minimizing the impact of the speed in the response of the sensors will be highly desirable.

In addition to this validation process, a methodology or guidelines to standardize the raw data from the instrumented wheelset would be a key outcome of the project to facilitate its exchange and interpretation by different IM's and RU's.

The conclusions of this phase will lead to the validation of the selected model/s by the project team.

**Deliverables:** addition to the previous technical report compiling the above-mentioned calculations and conclusions to assess and validate the selected method/s and harmonize the data postprocessing. This information will be summarized and subsequently integrated in the final IRS or on the revision of the leaflet 518. The deliverable will be considered as completed after approval of the project manager.

- **Phase 4: Application for track monitoring purposes and future validation through laboratory tests** (3-months duration)

Instrumented wheelsets can also be used for track quality monitoring purposes. In this phase of the project, the contractor together with the WG will establish the methodology for this application. Some simulations to compare the instrumented wheelset measurements with the track quality may be also conducted if needed, and some specific use cases can be selected. Existing instrumented wheelsets (even sensed and calibrated according to methods other than the one chosen in the project) might be used in this phase for the establishment of the monitoring methodology.

On the other hand, the practical validation of the theoretical method developed in phase 2 and assessed in phase 3, would be worthwhile. For that objective, the set of corresponding laboratory and/or on track tests will be established and described. These tests might be conducted in a subsequent project (Conforces 2) to be launched by UIC.

**Deliverables:** addition to the previous technical report describing the methodology for the application of instrumented wheelsets for track monitoring and the tests to be run for the practical validation of the instrumented wheelsets. This information will not probably be integrated in the final IRS. The deliverable will be considered as completed after approval of the project manager.

- **Phase 5: Trainings on wheel-rail contact forces** (along the whole project)

One of the main objectives of the experts of this WG is to increase their knowledge in the complex topic of wheel-rail contact forces. For this reason, the contractor will

provide a training during the whole project, that can be split into different sessions throughout the duration of the contract.

The contractor will suggest in the tender an organisation of the trainings (number and duration of the sessions, online/in-person, index of content, resources, etc.) that will be considered to score the tenders.

**Deliverables:** this phase will not produce a project report, but some document compiling the main concepts or summarizing the content of the sessions will be highly appreciated by the members.

- **Phase 6: compilation and harmonization through the IRS draft** (3-months duration)

The contractor will compile all the conclusions of the different phases to build the final project report. The contractor will also compile the main conclusions of phases 1, 2 and 3 of the project and will include them in a new IRS or in the correspondent chapters of the leaflet 518 (the WG will decide if developing a new IRS or reviewing the current 518).

Phase 6 will end up with a draft of IRS approved by the project manager.

## **SEQUENCE OF MEETINGS**

The WG will meet once per 1,5 months on average, mainly online. 3-4 in-person meetings expected, but a detailed plan provided by the contractor in the offer will be highly valuable.

### **5. Indication of resources needed**

These are the (indicative) technical profiles and resources needed to develop the CONFORCES project. Other proposals can be accepted, with adequate justification.

- ✓ Engineer degree with strong skills in interaction phenomena, general understanding of track and rolling stock. Between 5 and 10 years of professional experience, with demonstrable deep knowledge in instrumented wheelsets sensing and calibration. Dynamic tests expertise and signal analysis shall be valuable. He/she will work as the project officer, will be the contact person with the project team and the most dedicated to the project.
- ✓ Engineer master's degree with demonstrable deep knowledge in wheel-track interaction phenomena, instrumented wheelsets sensing and calibration, signal analysis and dynamic tests. Strong skills in track and rolling stock and more than 10 years of experience will be highly valuable. He/she will work as head of

technical office, will support the project officer and the UIC project team and will have a relevant but not high dedication to the project.

- Complete access to the main papers, reports and technical bibliography on the topic of the project (UIC and members can facilitate this access if needed).
- Fluent English skills.
- Be able to attend 3-4 meetings in Europe during the whole project, some of them to be held in Paris, in UIC HQ (as it has been said before, most of the meetings will be online).

## 6. Financial offer

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

## 7. Applicable language and confidentiality

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

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

## 8. Content of the tender

The tender must contain the following:

- An application letter signed by the Authorised Representative of the tenderer. In the case of a joint tender, the application letter shall be signed by the leader, who will then be the single point of contact.
- A Power of Attorney in case of joint tender
- A technical offer with a detailed breakdown of resources (profiles fitting with the requirements of the offer, CV, time allocation). A Gantt chart with the organisation of the work and the sequence of meetings and milestones will be highly valuable, as well as the proposal of the trainings (content, organisation, resources, deliverables...) It's strongly recommended to see chapter 13 "Award criteria" to understand the key items to be scored in the tender and adapt the offer to them.
- A financial offer with a detailed breakdown of costs. It's highly recommended to split as much as possible the phase 5 (training) costs from the rest of the project costs.

It is strongly recommended not to exceed 10 pages for the tender (excluding CVs that can be in an Annex).

## 9. Participation

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

## 10. Joint tenders

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

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

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

## 11. Subcontracting

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

## 12. Selection process and Timing

The consultants will have to provide their offers via email to [casquero@uic.org](mailto:casquero@uic.org) and [palma@uic.org](mailto:palma@uic.org) not later than **12 July 2024 17:00 CET**.

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

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

## 13. Award Criteria

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

### **1. Understanding of and previous experience with the topic** *(30 points – minimum threshold 15 points)*

**2. Quality of the proposed methodology**  
(30 points – minimum threshold 20 points)

**3. Organisation of the work and resources**  
(30 points – minimum threshold 10 points)

**4. Quality control measures**  
(10 points – minimum threshold 5 points)

N°	CRITERIA	RAIL GLOBAL GROUP	SENER	SIA PARTNERS & SYSTRA	MAXIMUM POINTS	MINIMUM THRESHOLDS
1.	<b>Understanding of and previous experience with the</b>	0	0	0	30	15
	<i>30 points - minimum threshold 15 points</i>					
	Clarity and pertinence of the objectives					
	Previous experience in instrumented wheelsets (especially set-up and calibration of sensors and dynamic tests)					
	Previous experience in signal analysis					
	Relevance of the solutions proposed					
2.	<b>Quality of the proposed methodology</b>	0	0	0	30	15
	<i>30 points - minimum threshold 15 points</i>					
	Relevance of the proposed methodology					
	Robustness of the proposed methodology					
3.	<b>Organisation of the work and resources</b>	0	0	0	30	15
	<i>30 points - minimum threshold 15 points</i>					
	Quality and effectiveness of the work plan (Gantt chart)					
	Quality and effectiveness of the training plan					
	Operational capacity of applicant to carry out the proposed work					
4.	<b>Quality control measures</b>	0	0	0	10	5
	<i>10 points - minimum threshold 5 points</i>					
	Appropriateness of the quality management plan					
	Appropriateness of the risk management plan					
<b>TOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>70</b>

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

#### 14. Ranking of tenders

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

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

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

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

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

#### 15. Contestation of the selected tender

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

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

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

#### 16. Tenders confidentiality

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

### 17. Draft contract for the provision of services

The following document will be the reference for this contract. If there was any remark or incompatibility on some clause, it should be mentioned in the offer because it might impact on the tender award decision.

## CONTRACT FOR THE PROVISION OF SERVICES

### Between:

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

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

on the one hand,

and

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

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

on the other hand,

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

have agreed on the terms hereafter:

### **Article 1. Purpose and nature of the Contract**

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

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

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

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

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

#### **3.1 Description of Services**

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

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

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

### **3.2 Methods of performance of the Services**

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

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

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

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

### **3.3 Schedule for performance of Services**

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

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

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

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

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

### **4.1 Fees**

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

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

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

#### 4.2 Travel expenses

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

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

The invoice must include the following information:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The present Contract may be terminated in the following circumstances:

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

**Article 10. Non-solicitation of personnel**

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

**Article 11. Miscellaneous**

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

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

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

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

Signed in ..... in .... copies on .....

**Signatures of the parties**

For UIC

For the Service Provider

## Annex A

### Service description and schedule

#### PHASE 1

- Description
- Date
- Results to be delivered and format

#### PHASE 2

- Description
- Date
- Results to be delivered and format

#### FINAL PHASE

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

**Annex B**

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

Not applicable

**PENALTIES**

## Annex C

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

The Service Provider shall undertake to provide UIC with:

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

Annex D

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

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

French Decree 92-508 of 11 June 1992

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

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

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

**1. Choice of:**

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

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

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

Financial guarantee certificate (temporary employment agencies only).

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

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

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

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

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

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

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

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

Signed in ..... on .....

Signature and company stamp

<p>French Service Provider and service performed in France</p>	<p>In particular, the Service Provider declares that is it compliant with the provisions arising from the French Labour Code, particularly those relating to the prohibition of undeclared work arising from Articles L.8221-3 et seq. of said Code, and certifies that the Services covered by the Contract shall be performed in accordance with the labour legislation in force.</p> <p>Thus, in application of Article D8222-7 of the French Labour Code, it must submit to UIC, when the Contract is concluded and every six months until the end of its execution, all of the following documents so that UIC is deemed to have carried out the verifications required by Article L. 8222-1 of the French Labour Code:</p> <ol style="list-style-type: none"> <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 for each employee:</p>
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	<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 professional register and certifying the application for registration in said register.</li> </ol> </li> </ol>

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.