



INTERNATIONAL UNION
OF RAILWAYS

INVITATION TO TENDER

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

Reference:
RERA_CYBER-TENDER_2025

Paris, 28 April 2025

Subject: Invitation to tender “Resilient Railways against Cyber Attacks – RERA CYBER”–
reference RERA_CYBER-TENDER_2025.

Dear Sir/Madam,

The International Union of Railways (UIC) is planning to award the contract in subject “Resilient Railways against Cyber Attacks – RERA CYBER”. 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: cabrera@uic.org and safety@uic.org in electronic version no later than 28/may/2025 – 23:59 CET.

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

The period of validity of the tender, during which tenderers may not withdraw, nor modify the terms of their tenders in any respect, is six months from the reception deadline.

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

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

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

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

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

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

Invitation to tender is in no way committing UIC to pursue the tendering process. UIC's contractual obligation commences only upon signature of the contract with the successful tenderer.

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

Tenderers will be informed in writing of the outcome of the tendering procedure, by e-mail provided in the application.

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

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



INTERNATIONAL UNION
OF RAILWAYS

CALL FOR TENDERS TERMS OF REFERENCE

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

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ACRONYMS AND TERMINOLOGY

| | |
|-------------------|--|
| RERA CYBER | Resilient Railways against Cyber Attacks |
| UIC | Union Internationale des Chemins de fer |
| IT | Information Technology |
| OT | Operational Technology |
| IRS | International Railway Solutions |
| IM | Infrastructure Manager |
| RU | Rail Undertaking |
| RO | Rail Operators |

TERMS OF REFERENCE

1. PREAMBLE AND BACKGROUND

Short presentation of UIC

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

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

The specific areas of activity of UIC are:

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

Background for the present call for tenders

UIC SAFETY PLATFORM

The Safety Platform, acting as an advisory body for UIC activities in the field of safety and therefore working closely with the UIC, has as its core objective to put in place recommendations and actions to help control, mitigate or eradicate these risks and eliminate their underlying causes and effects.

Among its activities, the Safety Platform selects the projects that are of most interest to UIC members in terms of safety.

The RERA CYBER project was selected in 2024 and started at the beginning of 2025. Some European members of the UIC sent experts with recognised experience who constitute the core of this project. The potential consultant who helps the UIC and its members to carry out this project should take into account the opinions of the group of experts, always reached by consensus.

2. CONTRACTING PARTY

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

3. SCOPE AND CONTENT OF THE SERVICE

Railways are facing more and more threats, such as the increase in cyber-attacks.

From the point of view of the railway and train operations, taking the UIC's "Cybersecurity solutions platform" as a starting point, the corresponding risks and barriers will be included in the Safety Management System (SMS). Likewise, the most effective measures will be studied to recover the operation of the trains once a specific cyber-attack has occurred.

Then, the main objective of RERA Cyber is to provide a guideline to Rail Operators (Rail Undertaking and Infra Managers) to incorporate these hazards and their barriers into their Operations Rules and Safety Management System. In this context, it is essential that the guideline clearly distinguishes between Information Technology (IT) and Operational Technology (OT) environments. These two domains face different types of cyber threats, have different operational requirements, and require tailored risk management approaches. IT systems primarily handle business processes and data, while OT systems control and monitor physical processes critical to railway operations. Failing to address these differences may result in inadequate mitigation strategies, potentially compromising both safety and service continuity. Therefore, RERA-Cyber must ensure that the proposed framework considers the specific characteristics, vulnerabilities, and protective measures of each environment.

Then, RERA Cyber will propose the methodology to include the barriers against cyber-attacks and how to incorporate these threats into our operating rules and SMS, as well as the best way to recover operations as soon as possible.

- Deliver insights about **adapting railway infrastructures to cyberattacks**,
- Include hazards and barriers in **operational rules and safety procedures (OT)**.
- The proposed iterative methodology is **compatible with the high velocity of technological evolution**.
- Develop strategies for **recoveries and repairs** after a cyberattack.

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

WP1: Incidents statistics. Curve of resilience.

Objective: Collect and group electronic incidents in a logical way among the members of the project.

Consultant activities:

Propose a logical taxonomy of incidents that is adapted to the data actually provided by members.

Group the data in a report and Excel table.

Extract conclusions if the main threats and consequences and railroad assets affected.

Explain how to determine the resilience curve after a cyber incident in all cases, both when it has an impact on train operations and when it does not.

WP2: State of the Art

Objective: To produce a report which, in addition to the information provided by the members, seeks out other experiences of railway operators (IM&RU) both inside and outside Europe. The UIC will provide the necessary access to its members.

Consultant activities:

Literature & Industry Review.

Landscape Analysis (Understand **sector-specific risks**).

Technology mapping.

Expert Interviews.

Gap Analysis & Benchmarking

WP3: Risk Assessment. Hazards analysis and barriers.

Objective: Propose a methodology, inspired by the European Union's CSM, to assess the risks associated with cybersecurity. The methodology will be based on a list of threats and barriers (see deliverable 1).

Consultant activities:

Hazard/Threat Identification.

Barrier Mapping.

Risk Estimation (semi quantitative).

Barrier Effectiveness & Coverage Assessment.

Residual Risk Analysis (if necessary)

WP4: Incorporate in SMS. Improve business resilience. From reactive to proactive actions.

Objective: Embed cybersecurity risk management into the IM&RU organization's Safety Management System, fostering a cyber-resilient culture with proactive detection, response, and continuous improvement.

Consultant activities:

Structural Integration into SMS.

Incorporate Cyber Risks into Risk Management Processes.

From incident-driven to anticipation-driven.

Feedback Loop & Continuous Improvement.

Performance Monitoring & KPIs.

Operationalize Through Procedures.

Culture & Training.

Governance and Strategic Alignment.

Although the consultant will have to carry out all activities under the direction of the UIC and its members, all proposals must take into account the premises of international standards such as ISO 27001 and IEC 62443.

WP5: Guidelines

Objective:

Compile all outputs of the previous work packages into a coherent and practical set of cybersecurity guidelines tailored for Rail Undertakings (RU) and Infrastructure Managers (IM), clearly differentiating between IT and OT environments and ensuring alignment with international standards.

Consultant activities:

- Structure and draft a comprehensive guideline document integrating the findings, methodologies, and recommendations from WP1 to WP4.
- Ensure that the guideline addresses the specificities of both IT and OT systems, including their risks, mitigation measures, and organizational integration.
- Include practical recommendations, templates, and checklists for implementation within different types of railway organizations.
- Align the structure and content with international standards such as ISO 27001, IEC 62443, and the EU NIS2 Directive.
- Facilitate reviews and iterations with UIC members to ensure usability, clarity, and applicability.
- Support the production of an executive summary and visual materials (e.g., charts, workflows) to enhance understanding and dissemination.

| Content of Deliverables and Key Performance Indicators | Format of the deliverable | Estimated date of delivery of the deliverable |
|---|--|---|
| <p>State of the art of cybersecurity in railway companies. Real and quantified threats. Resilience quantification.</p> <p>Minimum acceptance requirements: Benchmarking must be complete, at least in the countries of the participants (three in Europe) and the most important out of Europe (Korea, Japan, China, Australia, USA, Canada, e.g.).</p> <p>The document should be approved by all the participants in the project. Between the delivery of the draft and the final version, the consultant will respond to requests from UIC members and the project manager.</p> | <p>Format of the deliverable: MS Office (Document in word and pdf).</p> | <p>Draft May2026</p> <p>Approved by end of Jun 2026</p> |
| <p>IRS Guidelines for integrate cybersecurity into the security management systems of railway companies (IM&RU)</p> <p>Minimum acceptance requirements: Write a document that summarises the whole project and describe, in an orderly and comprehensible way, how to integrate cybersecurity into a railway company.</p> <p>The document should be approved by all the participants in the project. Between the delivery of the draft and the final version, the consultant</p> | <p>Format of the deliverable: MS Office (calculations must be submitted in Excel. Document in word and pdf).</p> | <p>Draft May 2027</p> <p>Approved by Jun 2027.</p> |

| | | |
|--|--|--|
| will respond to requests from UIC members and the project manager. | | |
|--|--|--|

It is requested that the service contractor provides a detailed Gantt chart including the deliverable deadlines, with an estimated project start date on June 2025. This Gantt chart will reflect the consultant's approach to the project and will therefore be key in evaluating the technical offer.

To kick off the project with the UIC and its members, the consultant will physically attend a meeting in Paris, at the UIC headquarters, from 9h00 to 17h00 on a day between 16 June and 4 July 2025.

4. FINANCIAL OFFER

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

5. APPLICABLE LANGUAGE AND CONFIDENTIALITY

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

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

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

6. CONTENT OF THE TENDER

The tender must contain the following:

- An application letter signed by the Authorised Representative of the tenderer. In the case of a joint tender, the application letter shall be signed by the leader, who will then be the single point of contact.
- A technical offer. It shall include the Gantt chart and the team that will carry out the work.
- A financial offer. Detail the costs for each proposed profile.
- If applicable, a Power of Attorney in case of joint tender, authorising the leader (see point 8 below) to bind the joint tenderers.
- The technical proposal, or attached thereto, must include the profiles of the people selected as project leader and person in charge of the work.

7. PARTICIPATION

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

8. JOINT TENDERS

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

In case of joint tender, all members of the group assume joint and several liability towards UIC for the performance of the contract as a whole, i.e. both financial and technical liability. Tenderers must designate (through a power of attorney signed by each member) one of the economic operators as a single point of contact (the leader) for administrative, contractual and financial aspects as well as day to day management of the contract.

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

9. SUBCONTRACTING

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

10. SELECTION PROCESS AND TIMING

The consultants will have to provide their offers via email to cabrera@uic.org and safety@uic.org not later than **28/may/2025 – 23:59 CET**.

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

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

11. AWARD CRITERIA

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

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

2. Quality of the proposed methodology
(30 points – minimum threshold 15 points)

3. Organisation of the work and resources
(30 points – minimum threshold 15 points)

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

| N° | CRITERIA | Tender n°1 | ... | Tender n°N | MAXIMUM POINTS | MINIMUM THRESHOLDS |
|--------------|--|------------|----------|------------|----------------|--------------------|
| 1. | Understanding of and previous experience with the topic <i>30 points – minimum threshold 15 points</i> | 0 | 0 | 0 | 30 | 15 |
| 1.1 | Clarity and pertinence of the objectives | 0 | 0 | 0 | 5 | n.a. |
| 1.2 | Previous experience in Railway cyber security projects | 0 | 0 | 0 | 10 | n.a. |
| 1.3 | Previous experience in railway safety and operations | 0 | 0 | 0 | 10 | n.a. |
| 1.4 | Relevance of the solutions proposed | 0 | 0 | 0 | 5 | n.a. |
| 2. | Quality of the proposed methodology <i>30 points – minimum threshold 15 points</i> | 0 | 0 | 0 | 30 | 15 |
| 2.1 | Relevance of the proposed methodology | 0 | 0 | 0 | 15 | n.a. |
| 2.2 | Robustness of the proposed methodology | 0 | 0 | 0 | 15 | n.a. |
| 3. | Organisation of the work and resources <i>30 points – minimum threshold 15 points</i> | 0 | 0 | 0 | 30 | 15 |
| 3.1 | Quality and effectiveness of the work plan | 0 | 0 | 0 | 20 | n.a. |
| 3.2 | Operational capacity of applicant to carry out the proposed work | 0 | 0 | 0 | 10 | n.a. |
| 4. | Quality control measures <i>10 points – minimum threshold 5 points</i> | 0 | 0 | 0 | 10 | 5 |
| 4.1 | Appropriateness of the quality management plan | 0 | 0 | 0 | 5 | n.a. |
| 4.2 | Appropriateness of the risk management plan | 0 | 0 | 0 | 5 | n.a. |
| TOTAL | | 0 | 0 | 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.

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

| N° | CRITERIA | Tender n°1 | ... | Tender n°N | MAXIMUM POINTS | MINIMUM THRESHOLDS |
|--------------|--|------------|-----|------------|----------------|--------------------|
| 1. | Understanding of and previous experience with the topic <i>30 points – minimum threshold 15 points</i> | 0 | 0 | 0 | 30 | 15 |
| 2. | Quality of the proposed methodology <i>30 points – minimum threshold 15 points</i> | 0 | 0 | 0 | 30 | 15 |
| 3. | Organisation of the work and resources <i>30 points – minimum threshold 15 points</i> | 0 | 0 | 0 | 30 | 15 |
| 4. | Quality control measures <i>10 points – minimum threshold 5 points</i> | 0 | 0 | 0 | 10 | 5 |
| TOTAL | | 0 | 0 | 0 | 100 | 70 |

| | Tender n°1 | ... | Tender n°N | CHEAPEST PRICE |
|---------------------|------------|--------|------------|----------------|
| TENDER PRICE | 0,00 € | 0,00 € | 0,00 € | 0,00 € |

| | Tender n°1 | ... | Tender n°N |
|---------------------|------------|-----|------------|
| TENDER SCORE | 0 | 0 | 0 |

| | Tender n°1 | ... | Tender n°N |
|-----------------------|------------|-----|------------|
| TENDER RANKING | | | |

13. CONTESTATION OF THE SELECTED TENDER

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

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

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

14. TENDERS CONFIDENTIALITY

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

DRAFT CONTRACT FOR THE PROVISION OF SERVICES

CONTRACT FOR THE PROVISION OF SERVICES

Between:

The International Union of Railways (UIC), an association under French law, headquartered at 16, rue Jean Rey, F-75015 Paris, EU VAT number FR43784601841, SIRET (French business registration number) 784 601 841, represented by Mr. François Davenne, Director General,

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

on the one hand,

and

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

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

on the other hand,

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

have agreed on the terms hereafter:

Article 1. Purpose and nature of the Contract

The purpose of this Contract is to define the rights and obligations of the Parties resulting from the performance by the Service Provider of Services within the framework of the project relating to in the framework of the tender reference, a copy of which is attached hereto as Appendix 1 including “Questions and answers”, copy of the application to the invitation to tender by the Service Provider is attached as Appendix 2.

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

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

The Contract shall take effect on for a duration of months. Should an extension of the duration be required, the Parties shall agree in writing an addendum to this Contract at least days prior to the end of the initial term.

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

3.1 Description of Services

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

The Services are of an intellectual nature, and more specifically are about

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

3.2 Methods of performance of the Services

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

The Services shall be performed under the responsibility of the Service Provider, which is represented for this purpose by Mr/Ms, who is in charge of composing its team.

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

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

3.3 Schedule for performance of Services

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

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

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

If the impediment is permanent or exceeds 6 months, the Contract shall be terminated automatically and the Service Provider shall be relieved of its obligation accordingly.

3.4 Acceptance, Rejection

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

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

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

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

3.5 Warranty

3.5.1 Compliance

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

3.5.2 Contractual Warranty

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

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

4.1 Fees

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

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

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

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

In the event that this Contract is terminated before its term for any reason whatsoever or in the event of force majeure, the Service Provider shall close the accounts and prepare an invoice for expenses incurred not

covered by any previous invoices, and shall present it to UIC for payment. In the event of termination for a fault on the part of the Service Provider, UIC shall retain the possibility of claiming all compensation to remedy the damage suffered as a result of such termination.

4.2 Travel expenses

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

4.3 Payment

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

The invoice must include the following information:

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

Article 5. General obligations of the Service Provider

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

Article 6. Ownership of work

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

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

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

Article 7. Professional secrecy and obligation to exercise discretion

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

For the purpose of this Contract, Confidential Information shall mean information that one party (or an affiliate) discloses to the other party under this Contract, and that is marked as confidential or would normally

be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

GDPR

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

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

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

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

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

Article 8. Liability and insurance

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

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

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

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

Article 9. Completion, rescinding or termination of the contract

The present Contract may be terminated in the following circumstances:

a) Due to full performance of the service (see Article 2)

b) At any stage of completion of the contract if jointly agreed in writing by UIC and the Service Provider

c) In the event of force majeure under the conditions provided for in Article 3.4

d) At the request of one of the parties in the event of total or partial non-performance by the other party of its obligations, not resolved within a reasonable period of time as notified by registered letter registered with acknowledgement of delivery. If performance continues after the expiration of this period, a letter shall be sent to the defaulting party to notify it of the termination of the contract and the reasons for the termination.

e) By UIC for convenience.

Article 10. Non-solicitation of personnel

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

Article 11. Miscellaneous

The Contract comprises by order of precedence:

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

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

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

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

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

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

Signed in one electronic document.

Signatures of the parties

For UIC

For the Service Provider

CONTRACT FOR THE PROVISION OF SERVICES

Annex A

Service description and schedule

CONTRACT FOR THE PROVISION OF SERVICES

Annex B

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

Not applicable.

PENALTIES

To be defined.

CONTRACT FOR THE PROVISION OF SERVICES

Annex C

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

The Service Provider shall undertake to provide UIC with:

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

CONTRACT FOR THE PROVISION OF SERVICES

Annex D

CERTIFICATE CONFIRMING THAT CLANDESTINE WORKERS ARE NOT EMPLOYED

Checks carried out prior to conclusion of a
subcontracting agreement or contract for the provision of services
French Decree 92-508 of 11 June 1992

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

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

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

1. Choice of:

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

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

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

Financial guarantee certificate (temporary employment agencies only).

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

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

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

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

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

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

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

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

Signed in on

Signature and company stamp

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

Thus, in application of Article D8222-7 of the French Labour Code, if the Service Provider is required to perform all or part of its Services on French territory, it must submit to UIC, when the Contract is concluded and every six months until the end of its execution, all of the following documents so that UIC is deemed to have carried out the verifications required by Article L. 8222-4 of the French Labour Code:

- a) A document indicating its individual identification number assigned in application of Article 286b of the French General Tax Code. If the co-contractor is not obliged to have such a number, a document indicating its identity and address or, where applicable, the contact details of its ad hoc tax representative in France;
- b) A document, less than six months old, confirming that the Service Provider is meeting its obligations with regard to social conditions with regard either to Regulation (EEC) No 1408/71 of 14 January 1971 or to an international social security agreement or, failing that, a certificate of social security declarations from the French social welfare agency responsible for collecting the social security contributions incumbent on the Service Provider;
- c) In addition, if registration in a professional register is compulsory for the Service Provider in the country of its establishment or domicile, either:
 - i) a document from the authorities keeping the professional register or an equivalent document certifying registration;
 - ii) an estimate, advertising document or professional correspondence, provided that the name or company name, the full address and the type of registration in the professional register are indicated;
 - iii) or, for companies in the process of being created, a document less than six months old from the authority empowered to receive entries for registration in the professional register and certifying the application for registration in said register.

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

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

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