

SPECIAL CONDITIONS FOR THE PURCHASE OF IT SERVICES

Applies in addition to the General Terms and Conditions of Purchase and prevails for conditions that differ.

BETWEEN :

HANDICAP INTERNATIONAL, a non-profit association, whose registered office is located at (...), represented by (...), in his capacity as (...) duly authorised for the purposes hereof,

Hereinafter referred to as the "**CLIENT**",

AND :

The company (...), a company (...) with a capital of (...) euros, registered under the number (...) R.C.S. (...) with its registered office at (...), represented by Mrs. (...) in the capacity of (...) duly authorised for the purposes of these presents,

Hereinafter referred to as the "**PROVIDER**"

Hereinafter referred to individually or collectively as the "Party or Parties"

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1. PREAMBLE

In order to (...), the Client has expressed the need to (...).

The Provider is specialised in (...)

In this context, the Service Provider emphasised its ability to (...) and therefore submitted a commercial offer to the Client on (...).

2. OBJECT

The purpose of these Special Conditions is to supplement the General Conditions of Purchase and to specify the conditions under which the Service Provider will perform the Services.

The provisions of the General Conditions not expressly modified by the provisions of these Special Conditions remain unchanged.

Capitalised terms are defined in the General Conditions.

2. DURATION

These Special Conditions shall take effect on the date of signature by the last of the Parties, for a period of (...).

3. DESCRIPTION OF THE SERVICES

The SERVICE SUPPLIER undertakes to perform the following Services: (...)

The Provider's subcontractors are as follows: (...)

The Service Provider's subcontractors processing the Customer's Personal Data are the following: (...)

The SERVICE SUPPLIER undertakes to provide the CLIENT with the following Deliverables: (...)

The deliverables to be accepted are the following: (...)

The terms and conditions of receipt of the Deliverables will be as follows: (...)

Any delay in correcting the Anomalies identified by the Client during acceptance will give rise to penalties as described in the article "Execution schedule and penalties".

4. PROCESSING OF PERSONAL DATA

The Data Protection Officer of the Service Provider is XX, who can be contacted at the following e-mail address XX@XX.

Description of data processing

- Type of Personal Data processed: XXX

- Categories of data subjects (Those for whom the data is collected: XXX)
- Nature of the operations carried out on the Personal Data: XXX
- Purpose(s) of Processing: XXX

5. IMPLEMENTATION SCHEDULE AND PENALTIES

The mandatory timetable for the performance of the Services and the delivery of the Deliverables is as follows: (...)

In the event of a delay attributable to the SERVICE SUPPLIER both in terms of the delivery of the Deliverables and the correction of the Anomalies identified during the acceptance test (as a reminder: 5 working days to correct), the penalties per day of delay will be as follows : (...).

6. PLACES OF PERFORMANCE

The Services will be performed at the premises of (...) located at (...).
The Customer Data will be stored at (...).

7. FINANCIAL CONDITIONS

Fixed price / Management: (...) € tax excl.

Overall and final price: (...) € tax excl.

ADP¹ : (...) € tax excl.

Billing schedule: (...)

Invoices will be sent to [name, first name, department, address].

8. GOVERNANCE

The Parties will meet in the framework of monitoring committees which will take place every (...).

9. INTERLOCUTORS OF THE PARTIES

Name and contact details of CLIENT's Project Manager: (...)

Name and contact details of the PROVIDER's Project Manager: (...)

Name and contact details of the CLIENT's "Personal Data" contact: (...)

Name and contact details of the SERVICE SUPPLIER's "Personal Data" contact: (...)

10. ANNEXES

- Annex 1: PROVIDER's commercial proposal
- Annex 2: The R.A.C.I. (Responsibility Matrix)
- Annex 3: Certificate of Civil Liability Insurance of the PROVIDER
- Annex (...)

11. SIGNATURE

By signing these Special Terms and Conditions, the Service Provider expressly acknowledges having been informed of the General Terms and Conditions and accepts them without reservation.

¹ Average Daily Price

Done at, in
two original copies, one for each party.

For THE PROVIDER

For HANDICAP INTERNATIONAL