

IT DEVELOPMENT AGREEMENT & ASSOCIATED MAINTENANCE

The IT Development Agreement ("Agreement") is made:

BETWEEN

Handicap International Federation [Client Name]- having its head office/registered office located at [...] [Client Address] duly represented by M_____, in its capacity as _____, duly authorised for this purpose.

hereinafter referred to as the "CLIENT" or
"HANDICAP INTERNATIONAL"

AND

...., [Service Provider Name]- having its head office/registered office located at [...] [Service Provider Address], duly represented by M_____, in its capacity as _____, duly authorised for this purpose.

hereinafter called the "SERVICE PROVIDER"

The CLIENT and the SERVICE PROVIDER are jointly hereinafter referred to as the "Parties"

PREAMBLE

WHEREAS, the CLIENT wishes to engage the SERVICE PROVIDER for IT development services, and the SERVICE PROVIDER agrees to provide such services under the terms and conditions set forth herein.

WHEREAS, the SERVICE PROVIDER has offered to provide such services, which offer the CLIENT has accepted as per the agreed terms and conditions as mentioned below.

IT IS HEREBY AGREED as follows:

ARTICLE 1 – DEFINITIONS

Anomaly: refers to any defect, error in design, in implementation, in programming, difficulty, incompatibility, insufficiency, performance degradation, non-compliance or any malfunction affecting the Services.

Critical Anomaly: refers to an Anomaly that makes the exploitation or use of an essential, critical or strategic functionality of the Services difficult or impossible.

Major Anomaly: refers to an Anomaly that makes the exploitation or use of a non-strategic, non-essential or non-critical functionality of the Services difficult or impossible. Two sub-levels will be distinguished:

Urgent: blockage with no workaround found;
Normal: blockage with workaround found.

Minor Anomaly: refers to an Anomaly which has only a minor impact on the exploitation or use of the Services, causing a simple inconvenience.

Authorised Persons: means the personnel or any person acting on behalf of the beneficiary party to carry out the Project, who objectively need to have knowledge of all or part of the Confidential Information in the context of the mission entrusted to them to carry out the Project.

Confidential Information: any information and/or data of any nature, including legal, financial and economic, technical, digital, made available or transmitted in any form whatsoever, including in particular any written or printed documents, policies, data, letters, projects, diagrams, plans, and/or knowledge, whether patentable or not, software, methods, tools, databases disclosed by one Party to the other Party under the terms of the Agreement. It is specified that Confidential Information includes Own Knowledge and Personal Data. Information shall not be deemed confidential if :

- The communication of which has been authorised in advance and in writing by the sending Party,
- Of which it is demonstrated by the receiving Party in writing that the Information was, at the time of its disclosure, already in its configuration, in the public domain without any fault having been committed, including by a third party,
- Of which it is demonstrated by the receiving Party and in writing, that at the time of its communication, the Information in its configuration was previously known to it,
- Of which it is demonstrated by the receiving Party that it was revealed to it by a third party in good faith, not bound by an obligation of confidentiality,
- of which it is demonstrated by the receiving Party, through adequate, written and prior evidence, that it was developed independently of the Confidential Information, as part of a project independent of the Contract, without any form of use of the Confidential Information.

Specific Developments: refers to any software customisation services, any IT development or any development that is not integrated as standard into a software package developed from start to finish to meet the CLIENT's specific needs.

Documentation: refers to the documentation relating to the Services.

Data: refers to all CLIENT 's data, including personal data relating to CLIENT's partners, relationships or employees

Personal data: refers to data that directly or indirectly identifies a natural person.

CLIENT: refers to HANDICAP INTERNATIONAL, as well as any company controlled by HANDICAP INTERNATIONAL within the meaning of Article L233-3 of the French Commercial Code. Within the scope of the provision of Services, HANDICAP INTERNATIONAL is the Client.

Infrastructure: refers to the hardware platform on which the software runs with all the technological elements including servers, networks, central or peripheral computer units, software, systems, and other accessories.

Day: refers to working days (i.e. Monday to Friday), except in the articles regarding payment periods where the word day, in the singular or the plural, refers to calendar days.

Deliverables: refers to all work carried out by the SERVICE PROVIDER within the scope of the provision of Services, on any medium and in any form. It may be IT Deliverables (e.g.: Specific Developments, interface, software, data recovery programs, general or detailed specification files, source codes and files, configurations, mock-ups, prototypes) or documentary Deliverables (e.g.: Documentations, preparatory work, studies, diagrams, graphics, plans, quality chart, or any analysis, chart, note, report, various documents, report,) or even materials or equipment of any kind.

Configuration: refers to the operations of configuring the pre-programmed functionalities of the software so that they coincide with those of the functional scope expected by HANDICAP INTERNATIONAL. These Services are carried out without additional invoicing.

Parties: refers to the signatories of the Contract, i.e. HANDICAP INTERNATIONAL and the SERVICE PROVIDER.

Phases: refers to the different stages of the project: analysis and prototyping phase, finalisation phase and start-up phase.

Proprietary Knowledge: means all results, whether patented or not, research work, software, intellectual works, databases, know-how and knowledge, IT processes and customisation relating to the management of teams and employees, job descriptions, business requirements, proprietary or licensed software tools, methodologies, visuals, reports, including those relating to Confidential Information belonging to one or other of the Parties, developed or acquired prior to the Contract coming into force or developed independently of the Contract and which it considers necessary to carry out the Project.

Schedule: refers to the schedule for the provision of the Services and the delivery of the Deliverables referred to in the Contract.

SERVICE PROVIDER: means the SERVICE PROVIDER referred to in the Contract. Within the framework of the provision of Services, the SERVICE PROVIDER is the project manager. It is responsible for the proper technical developments and for the compliance of the Services.

Service(s): refers to all the IT services and associated Deliverables provided by the SERVICE PROVIDER within the framework of the Contract. This includes, for example, the delivery of software, the creation of Specific Developments or Interfaces, training, evolutionary maintenance, or the writing of analysis notes.

Specifications: means the characteristics of the Services and Deliverables corresponding to the CLIENT's requirements and validated in writing by the Parties. The Specifications are detailed in EXHIBIT A of the Contract.

Minutes: refers to the document signed by the SERVICE PROVIDER and the CLIENT, with reservations if necessary, recording the acceptance, delivery or the end of each Phase.

Interfaces: means the software for exchanging data between the software and the other applications or systems making up the CLIENT's information system.

Acceptance: means the verification by the CLIENT of the compliance of the Services with the Documentation and the Service Provider's commitments.

Workaround: refers to the temporary intervention carried out by the SERVICE PROVIDER allowing the software, despite an Anomaly, to function without significant inconvenience for the CLIENT.

ARTICLE 2 - OBJECT OF CONTRACT

The object of the Contract is to define the conditions under which the SERVICE PROVIDER will perform the following Services.

- Configuration, parameterisation and development of the Application in accordance with the Specifications (Screens, processings, data persistence...);
- Configuration, parameterisation and development of Incoming & Outcoming Interfaces in accordance with the Specifications.

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in accordance with the timetable mutually agreed by the Parties and with a view to securing the use of Confidential Information.

The SERVICE PROVIDER agrees to comply with the rules set out in the Contract in all the Services it carries out for the CLIENT. The SERVICE PROVIDER undertakes to the CLIENT, who accepts it, to provide the IT Services precisely described in Exhibit A ("Scope of Work & Specifications"). Any modifications to the Scope of Work must be documented in writing and signed by both parties.

The SERVICE PROVIDER may, if possible, carry out additional services at the Client's request within the framework of order forms. These additional services will be the subject of quotations which must be approved in writing by the Client. The Contract may only be amended by means of a written amendment signed by each of the Parties by a person authorised to represent them.

ARTICLE 3 – STATEMENT BY THE PARTIES

3.1 Information and skills

The SERVICE PROVIDER declares that it is aware of the Client's objectives and expectations in relation to the Project within the scope of the Specifications and that it is in a position to meet them by providing the Services using appropriate and necessary resources to successfully complete the Project and perform the Services on a best effort basis. The Services have been requested by the Client to enable it to achieve its objectives for which the SERVICE PROVIDER is the project manager.

The SERVICE PROVIDER guarantees that it has expertise in the development of IT and digital solutions, and that it has the human, material and technical resources to carry out the Project within the mutually agreed timetable, subject to the Client's obligations as set out in the Contract.

3.2 Independence of the Parties

The Parties shall act as independent companies in carrying out their respective activities and in performing the Contract. Each of the Parties is legally and financially independent of the other, and acts in its own name and under its own sole responsibility. They therefore declare and acknowledge that the Contract may not be interpreted as creating any joint venture whatsoever, nor as evidencing any affectio societatis or any form of subordination. Each of the Parties therefore remains free, without limitation, to conduct its own business and to manage its own administrative, accounting and social affairs.

ARTICLE 4 - PROJECT GOVERNANCE

Project Governance schedules and modalities are described in the Quality Control Plan joined in EXHIBIT ...

The Parties agree to ensure the governance of the Project and the monitoring of the Services in a collaborative and loyal manner through the appointment of :

- Key contacts

- A Steering Committee

The Key Contacts are responsible for monitoring the Project and the Services, identifying issues requiring arbitration and/or decisions by the Steering Committee, coordinating their respective teams in order to ensure the smooth running of the Project in accordance with the mutually agreed timetable and ensuring the implementation of all the Steering Committee's decisions in order to bring the Project to a successful conclusion.

Each Party designates a preferred Contact in EXHIBIT C "KEY CONTACTS" and keeps the other Party informed of any change in this capacity. Should this Key Contact person leave or be absent, the Client or the SERVICE PROVIDER reserves the right to appoint another Key Contact for the purposes of this Agreement and shall notify the other Party in writing within 10 (ten) working days.

The role of the Steering Committee is to:

- Ensure the coherence and progress of the Project, and the completion of the Deliverables under the Services
- Validate the Deliverables
- Rule on the strategic direction of the Project
- Take all decisions necessary for the smooth progress and completion of the Project
- Validating the solution, provided that it meets all the agreed qualities and characteristics.

The Steering Committee meets as often as necessary, at the initiative of either of the Parties and at least once a month. Minutes are taken of the Steering Committee meetings, faithfully reflecting the observations of each of the Parties and the decisions of the Steering Committee.

The Party responsible for the written minutes of the meeting sends them to the other Party within four (4) working days of the meeting. If no comments are sent within four (4) working days of receipt of the said minutes, they are deemed to have been accepted by both Parties.

ARTICLE 5 – SERVICES

5.1 Services Description

All service requests must be notified in writing (e.g., email or hardcopy) to the service provider. Service Provider shall provide the service according to EXHIBIT A.

. The Service Provider undertakes to provide a Solution focused on the user experience, considering the regulations relating to the protection of personal data and the ethical principles as set out in Article 17 and the professional experience within the Client's company in accordance with the Specifications.

The Service Provider will furnish the following services to the Client:

- a. Development of a with testing, training, commissioning, and maintenance of the software for the CLIENT.
- b. Participating in brainstorming sessions related to upgrading the software and develop software requirements specifications (SRS) based on discussion with the CLIENT team and validated by the CLIENT management.

- c. Project segregated module-wise & clearly mention which module will cover which function .
- d. Fixing bugs identified through user interaction, or by any other means (Interface technical problem, dysfunctional automated processing...) or raised from change implementation by the Service Provider.
- e. Developing program patches for fixing software or data related errors and implementing the same with mutual agreement.
- f. Must submit Test Report in detail.
- g. Modifications and/or enhancements requiring nominal involvement of the CLIENT and the Service Provider shall be covered within this Agreement and shall be executed on request from the CLIENT.
- h. The Service Provider will conduct relevant functional and technical training arranged by the CLIENT and including Key Contacts and Client IT Department to Operate and Administrate software. For any modification or version upgrade required by the CLIENT , the service provider should submit appropriate documentation marking the changes.
- i. The service provider will extend their technical assistance in setting up proper User Acceptance Test (UAT) environment.
- j. Full Software User manual.
- k. Service provider shall make available the code of the software with the CLIENT via full access to a dedicated repository in the source control tool "Git".
- l. Provide warranty and services for 1 year from the date of the Production Go Live acceptance form signature.

5.2 Delivery and Acceptance

The Acceptance procedure is detailed below on the Quality Assurance Plan joined in EXHIBIT ... In any case, the Delivery will respect the planning agreed between the Parties and described below.

The Service Provider shall deliver the Services to the Client by [Delivery Date].

The Client shall have [Number of Days] days to review the Services and Deliverables and provide feedback. If the software does not meet the specifications outlined in Exhibit A, the Developer shall correct any deficiencies at no additional charge.

During each deployment wave, the Parties agree to carry out an adjustment phase in the following month, enabling errors and bugs to be identified and corrected, and feedback from the Client's Preferred Contact to be collected and taken into account as far as possible within the Solution, within the framework of a Steering Committee. The final adjustment phase will therefore end on [TO BE COMPLETED].

Deployment by wave is intended to enable the development of the Solution to result in a functional and secure solution, based on the criteria defined in the Specifications.

During the deployment in successive waves referred to above, the Service Provider undertakes to analyse the situation, to make the necessary corrections in good time and to correct the

problems identified in order to deliver a Solution that takes into account the elements and values agreed as part of the Project in accordance with the Specifications.

Thus, in the event of delay with the contractual deadlines, the SERVICE PROVIDER will be liable to the CLIENT for late penalties defined in EXHIBIT B.

5.3 Maintenance Option

The Client may choose to engage the Service Provider for ongoing maintenance services after the initial software delivery. The designated person of THE CLIENT will submit the maintenance request copying concerned personnel of THE CLIENT and Service Provider.

Maintenance services shall include [List of Maintenance Services] and shall be governed, as all associated practical arrangements (Timetables, Service Level Agreement...) by a dedicate Maintenance Agreement if the Client opts for such services as included in EXHIBIT D "Software Maintenance Agreement".

The annual Maintenance Fee will then be calculated, in such case, on the basis of XXX euros / day.

The basic annual Maintenance Fee covers rendering of the software support within (DAYS AND HOURS TO BE COMPLETED) PM time schedule during normal business hours excluding all Public Holidays and weekends.

5.4 Quality of the Service

The Service Provider shall undertake to carry out the service in accordance with the highest standard of professional and ethical competence and integrity, having due regards to the CLIENT and conduct itself in a manner consistent with the instruction / guidance of the CLIENT.

All additional expenses being covered by the Service Provider.

The Service Provider is responsible for certifying that the service it provides completely satisfies the terms applied to them. The CLIENT reserves the right to check - or have a third party of its choice check - the implementation by the Service Provider of its quality control procedures.

In case of anomaly detected by either party, the Service Provider shall realise a correction with [...]. All additional details regarding the criticism of the correction and the method and delays to solve it are scheduled in the Quality Assurance Plan joined in EXHIBIT ...

If the Service Provider is not capable to complete the service within timeframe or in case of replacing defective services within the set deadline, the CLIENT reserves the right to claim immediate refunding of payment, or the instalments paid, and cancel the order, either totally or partially, if the defective services came from a partial delivery agreed by both Parties.

The completion of service should occur as soon as possible, at the latest within four (4) calendar days starting from the discovery of the non-compliance, should the quality or state of the service not satisfy the terms required in the Agreement. The service will then need to be replaced by the Service Provider at its expense. Replacement services will be once more subjected to rules presented in this Agreement.

ARTICLE 6 – COOPERATION BETWEEN PARTIES

6.1 Cooperation of the Parties

Given the nature and purpose of the Contract, each of the Parties undertakes to act in good faith, with diligence and in a professional manner to bring the Project to a successful conclusion.

The Parties acknowledge that communication between them during all phases of the Project and the Services, as well as within the framework of the governance of the Project, is an essential element. They inform each other of any information or element likely to ensure the success of the Project.

They undertake to act in such a way as to ensure that the timetable is adhered to and that the Project can be presented in good time, to take the decisions that are their responsibility and, in the event of an event likely to thwart or delay the completion of the Project, to seek solutions to limit the consequences of such events.

The collaboration requirements and conditions for the performance of the Services are intended to ensure the quality of the development of the Solution and the successful completion of the Project, in accordance with the agreed timetable. They acknowledge that their loyal and diligent cooperation is essential to the proper performance of the Contract and shall make their best efforts to facilitate its performance.

6.2 Collaboration by the Client

As part of the Agreement, the Client undertakes to:

- mobilise its teams with a view to collaborating with the Service Provider, in good time, exchanging information appropriate to the smooth running of the Project.
- provide the Service Provider with the information and assistance that the Service Provider deems necessary for a good understanding of the Project and the proper performance of the Services. In this respect, the Client undertakes to provide the Service Provider with reliable, complete and accurate information in accordance with the formats agreed between the Parties. The Client undertakes to provide this information within a timeframe that enables the Service Provider to comply with the timetable agreed between the Parties. Failure by the Service Provider to comply with these deadlines as a result of the Client's failure to do so may not be held against the Service Provider.
- undertakes to take the necessary decisions regarding the Service Provider to ensure the smooth running of the Contract and the Project in order to avoid any delays.
- to provide the Service Provider's personnel with the necessary access to its premises, where applicable. The Client will also ensure access to the information and facilities necessary for the performance of the Services. The Client undertakes to respect and ensure that its staff respect the strictest confidentiality as mentioned in Article 8.
- as part of the deployment waves, to provide the data required for the implementation of these deployment waves of the Solution within the deadlines and in the formats required by the Service Provider.
- inform the Service Provider prior to any changes to its IT environment.

The Client complies with the schedule of tasks entrusted to it by the Steering Committee.

ARTICLE 7 – WARRANTY

The warranty period is (two) 2 years after the termination of the Project. This warranty period will start after final implementation of Software or acceptance of the Specific Developments and first successful run.

ARTICLE 8 – FINANCIAL TERMS AND CONDITIONS

The Client agrees to pay the Service Provider [Payment Amount] for the services provided under this Agreement.

Payment shall be made according to the schedule outlined in Exhibit B.

No advance payment will be entertained. Full Payment will be transferred to supplier's bank account directly within (Thirteen) 30 days end of Month.

Prices shall be paid on the following bank count:

Account Name:

Account Number:

Bank Name:

Branch:

Routing number:

Swift Code:

VAT & Tax: Vat & Tax shall be calculated and deducted as per ... Government Rules. In regard of deduction in payment due to VAT, Tax or other charges, necessary certificates will be provided by the CLIENT. If supplier has any kind of exemption for VAT & Tax, necessary documents shall be provided by supplier along with Invoice and Delivery Note.

ARTICLE 9 – CONFIDENTIALITY

Both parties agree to keep confidential any proprietary information shared during this Agreement. This obligation of confidentiality shall remain in force throughout the duration of the Contract and for an unlimited period after its completion .

Breach of the confidentiality and intellectual property rights provisions in the Contract shall entitle the CLIENT to recovery of all amount paid to Service Provider and all expenses, legal and otherwise, incurred in their recovery.

Each of the Parties undertakes to respect the confidentiality of the Confidential Information to which it may have access, or which is transmitted to it by the other Party under the conditions set out below.

9.1 Non-disclosure and use of Confidential Information

The beneficiary party undertakes to treat all Confidential Information as strictly confidential and as the property of the communicating party. For the entire duration of the Contract, it undertakes to maintain the confidentiality of the Confidential Information and not to disclose it except to Authorised Persons. Apart from the strict requirements of the Project, it undertakes not to transfer, extract, store, represent, adapt, reproduce, retain or make use of all or part of the Confidential Information on its own behalf or on behalf of a third party, whether in return for

payment or free of charge, whether directly or indirectly, whatever the type of medium, by whatever means and in whatever form.

Any disclosure of Confidential Information to Authorised Persons may only be made on condition that they are first bound by an obligation of confidentiality similar to the present, or are subject to professional secrecy. In all cases, the beneficiary party remains fully responsible for compliance with the Contract by Authorised Persons. The beneficiary party will also be liable for any unauthorised disclosure resulting from a fault, fraud, omission, action or negligence on its part or on the part of Authorised Persons.

The beneficiary party undertakes to inform the other Party, without delay, of any violation or suspected violation of any of the provisions hereof and to take all necessary measures to put an end to said violation or at least to minimise its effects.

9.2 Protection of Confidential Information

The Parties shall ensure that the Confidential Information communicated is protected, secured and kept confidential and shall put in place protection measures corresponding to market quality standards in order to preserve the security of the Confidential Information and prevent it from being distorted, damaged or communicated to unauthorised persons.

9.3 Reproduction of Confidential Information

The beneficiary party shall not duplicate or reproduce all or part of the Confidential Information, in any form and on any medium whatsoever, without the express prior agreement of the Communicating Party, within the limits of what is necessary for the strict performance of the Project. The beneficiary party guarantees this undertaking by the Authorised Persons involved in the implementation and execution of the Project.

9.4 Fate of Confidential Information

At the end of the Contract or in the event of termination of the Contract for any reason whatsoever, each Party undertakes to refrain from making any use whatsoever of the Confidential Information of the other Party, to use the Own-Knowledge of the other Party and through them the databases of the other Party and undertakes not to keep any copy thereof, whether physical or digital, whether in whole or in part.

ARTICLE 10 – DATA PRIVACY

By way of introduction, it is specified that the terms ‘Supervisory Authorities’, ‘Personal Data’, ‘Sensitive Data’, ‘Recipient’, ‘Data Subjects’, ‘Data Controller’, ‘Subcontractor’, ‘Third Party’, ‘Processing’, and ‘Data Breach’ have the meanings defined by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, hereinafter referred to as ‘GDPR’ and the French Data Protection Act no. 78-17 of 6 January 1978 as amended.

10.1 Status of the Parties for the purposes of this Agreement

In concluding the Agreement and in their commercial and collaborative relationship, the Parties act respectively as Data Controller for the Client and Subcontractor for the Service Provider, also publisher of the Solution. The Parties are responsible for the compliance of the Personal Data Processing that they implement and for which the Client has determined the purposes and means. In this respect, they shall comply with their obligations and respect the rights of Data Subjects.

10.2 Principles applicable to the Processing of Personal Data

Within the framework of the Project, each of the Parties undertakes to take into account and comply with the regulations applicable to data protection and to take into account the essential principles of protection of Personal Data.

The Project therefore involves clearly defining the purposes and means of the processing likely to be carried out. The Service Provider takes these purposes into account and provides advice and recommendations based on its expertise in the means to be implemented as part of this Solution, while complying with the regulations applicable to the protection of Personal Data and the rights of the Data Subjects.

The Service Provider implements security measures corresponding to market quality standards to preserve the security of Personal Data, particularly in the event of a Data Breach.

10.3 Data reversibility

The Service Provider guarantees the Client the return of all Client Data in an agreed format and over a period agreed in advance with the Client. At the end of the reversibility period, the Service Provider must delete all the Client's Personal Data and Confidential Information and justify this to the Client.

This Data Reversibility phase shall include any specific request for assistance in the return or migration of Data to another system which may include specific developments, Knowledge Management and transfer, Data transformation operations, consultancy and technical assistance services.

This Data Reversibility phase is described including any specific request for assistance in the return or migration of Data in the Quality Assurance Plan joined in **EXHIBIT ...**

ARTICLE 11 – INTELLECTUAL PROPERTY

11.1 Intellectual Property Rights Transfer

The Deliverables will become the property of the CLIENT as their production progresses. In this respect, the SERVICE PROVIDER transfers exclusively to the CLIENT all the rights attached to the said Deliverables; specifically, the rights of use, exploitation, reproduction, representation, adaptation, digitisation, arrangement, publication, editing, rental, lending, distribution, broadcasting, marketing, etc. as they result from the provisions of the Intellectual Property Code (art. L. 122-1 et seq)

The CLIENT shall be free to use the Deliverables for any purpose whatsoever, in any form, by any means and on any media known or unknown on the date of signature of the Contract. It is expressly specified that in the case of computer deliverables, these are delivered and transferred with their Documentation and in source and object code format.

The transfer is irrevocably granted for the entire world and for the entire legal duration of copyright protection. It expressly benefits all the entities belonging to the Client and the CLIENT's subsidiaries.

As a result of this transfer, the SERVICE PROVIDER will no longer have any of the economic rights of intellectual property on the Deliverables. The SERVICE PROVIDER will therefore not be able to use the Deliverables at a later date without the CLIENT's prior written authorisation.

The price of the Services includes the cost of the transfer of the aforementioned rights on a fixed and definitive basis.

The SERVICE PROVIDER retains ownership of the methods, know-how and processes it has developed or implemented to perform its Services.

Items of any kind, in any form and on any medium whatsoever, such as hardware, software, tools, settings, information, know-how, databases, data, documentation or any intellectual property rights, provided by the CLIENT to the SERVICE PROVIDER for the purposes of carrying out the Services shall remain the CLIENT's property in all circumstances

Under no circumstances may these elements be used by the SERVICE PROVIDER for purposes other than the strict provision of the Services. Consequently, the SERVICE PROVIDER will only have a right of use, strictly limited to the provision of the Services. This right of use will come to an end in the event of the expiry or termination of the Contract for any reason whatsoever.

The SERVICE PROVIDER undertakes not to make any use of all or part of the elements referred to above that could constitute an act of violation of this property right and/or of the confidentiality commitments.

In the same way, the CLIENT remains the exclusive owner of its brands, logos and names.

11.2 Warranty

The Provider guarantees that it is capable of providing the Solution subject to the Project and the associated Deliverables, in compliance with the conditions set forth in the Contract, the rights of third parties, and applicable regulations.

The Services involving IT developments entail that the Provider guarantees the developments to correct any Anomaly. This warranty covers the investigation of the causes of Anomaly as well as the implementation of necessary corrections, provided that the Anomaly is not attributable to the Client.

The Provider declares and guarantees that the IT developments and Deliverables it creates in the context of its Services and the Project are under its control, that it is the original and sole author, and do not contain any pre-existing works for which the Provider does not hold the necessary rights for the execution of the Contract.

The Provider guarantees the Client peaceful enjoyment of the rights granted on the Solution under the Contract, against any claim or action based on an intellectual property right or an act of unfair competition related to the Services provided and/or their use by the Client. In this regard, the Provider will assist in the event of a proven claim and will, if possible, take charge of obtaining permission from the third party so that the Client can continue to use the Services and the Solution in its current state unless it can replace, within a reasonable time, the part of the Services and/or the Solution subject to the Project that is the subject of the claim. It is understood that, in such a case, the Client (i) will inform the Provider in writing of such a claim as soon as it becomes aware of it and no later than seven (7) days after this claim (ii) prohibits, without the Provider's prior written agreement, paying the third party involved, negotiating with them or their representatives with a view to an amicable agreement, or resorting to arbitration or mediation.

11.3 Intellectual Property and Confidential Information

The transmission of Confidential Information and the conclusion of the Contract may not be interpreted as granting the Beneficiary Party any rights to any intellectual property rights, including the databases of the Communicating Party, or any Confidential Information, technical

or know-how transmitted, communicated, made available, or accessible in the execution of the Contract.

The Beneficiary Party shall refrain from infringing, opposing, contesting, or questioning the intellectual property rights and distinctive signs of the Communicating Party and shall not assist anyone in acting in this regard, directly or indirectly.

Furthermore, it is specified that the use of the Client's name or logo is subject to its express and prior authorization. In this case, it is the responsibility of the Provider to submit a written request to the Client specifying the sign concerned, the context of the intended use, the type of medium, and the duration envisaged, and to attach any example illustrating the intended use. Any authorized use shall only be granted on a specific and temporary basis for the time, type of use, and authorized medium. Any use of the Client's name or one of its trademarks as a simple commercial reference as authorized does not constitute a trademark license. Furthermore, in authorized cases, it is the Provider's responsibility to follow any recommendations from the Client and not to infringe upon the Client's rights to its distinctive signs, including its corporate name, trade names, trademarks, domain names, product names or ranges of services, and not to create confusion in the public's mind or harm the Client's brand image.

ARTICLE 12- INTUITU PERSONAE - CHANGE OF LEGAL SITUATION

The Contract is concluded due to the specific competence and expertise of the Service Provider, as presented by the latter to the Client. It is therefore expressly agreed that the Service Provider may not, under any circumstances, resort to subcontracting for the execution of all or part of the Service, unless prior written agreement from the Client is obtained.

Before starting the execution of the Service for one of its subcontractors, the Service Provider must inform the Client about the nature of the proposed subcontracting and the financial conditions related to it. In the event of the Client's authorization, the Service Provider commits to directly pay its subcontractor and to guarantee the payment of all amounts due by a personal and joint surety obtained from a qualified institution.

The Service Provider commits to provide proof of this upon simple request. The Service Provider remains responsible for the proper execution of the Contract and the Service and is fully liable for any obligations of the subcontractor.

It is therefore expressly agreed that the Service Provider may under no circumstances transfer the Contract, either in whole or in part, to any third party. Failure to comply with this clause will result in termination of the contract.

ARTICLE 13 – INSURANCE

The Service Provider guarantees that it has regularly subscribed to insurance with a reputable and solvent company and will maintain in effect, throughout the duration of the Contract, insurance policies covering its activities, including its civil and professional liability regarding the risks and financial consequences related to its activities, the Contract and its consequences, breaches of its obligations, negligence or arising from its activities, on conditions that cannot be less favorable than those existing on the date of signing the Contract.

The Client may request from the Service Provider, at most once a year, an original insurance certificate listing the subscribed guarantees, their amounts, and their duration of validity. The Service Provider commit to inform each other of any changes that may limit its liability, any suspension or termination of the said insurance policies, regardless of the cause, as soon as possible upon the occurrence of the change, suspension, or termination and to remedy this without delay.

ARTICLE 14 – LIABILITY

The SERVICE PROVIDER will be considered exclusively liable to the Client and third parties for any damage to property or persons, whether material, physical or moral, resulting from the performance by the Supplier, its employees, agents or subcontractors, of the Supplier's obligations under the Contract.

ARTICLE 15 – FORCE MAJEURE

Force majeure is any event outside the affected Party, beyond its control, which is both unforeseeable and insurmountable and which prevents the Party from performing all or part of its obligations.

The Parties agree that Force Majeure includes, but is not limited to, damage originating or caused by:

- An interruption in the supply of energy (such as electricity),
- A failure of the Internet network,
- A civil or foreign war,
- Riots or popular movements,
- Attacks,
- Governmental or legislative decisions.

The Party affected by Force Majeure undertakes to inform its co-contractor without delay by registered letter with acknowledgement of receipt.

The performance of the obligations of the prevented Party shall then be postponed for a period at least equal to the duration of the suspension due to this cause.

However, after a period of **one hundred and eighty (180) days** of interruption due to force majeure, either Party may choose to terminate the Contract by registered letter with acknowledgement of receipt sent to the other Party.

ARTICLE 16 – COMING INTO FORCE AND DURATION

This Agreement shall come into effect from the date of its signature by both Parties and shall retroactively apply from **(DATE TO BE COMPLETED)** hereinafter referred as “The Effective Date”.

It is concluded for a fixed term of 2 (two) years from its entry into force or until the date on which the Parties shall ascertain the completion of the Project.

Timeline

- This Agreement shall remain effective for a period of **X** month for Software Specific Development and **XX** months for the warranty period, commencing from the date of Go Live in production of the software.
- Work should be completed within **X** month from the Effective Date.

- After expiry of this Agreement, the document is renewable on mutual consent of both parties until terminated by either party.
- Terms and conditions of this Agreement may be changed, modified, reviewed by mutual agreement of both the parties within the contract period.

ARTICLE 17 – TERMINATION

17.1 Termination for Breach of the Agreement:

If the SERVICE PROVIDER does not comply with one of the clauses of the Agreement hereto, including the appendices, and is unable to correct that failure within fourteen (14) calendar days after notification of the said violation, the CLIENT will be authorized to terminate the Agreement without paying any cost under this agreement.

In such situation, the SERVICE PROVIDER also not allow to claim any further payment in respect of the work completed/ half done under this agreement.

Furthermore, THE CLIENT reserves the right to cancel all or part of the sums ordered, by written notification, if the Service Provider:

- ceases trading,
- is currently regularizing an irregular situation,
- is in liquidation,
- is undergoing a bankruptcy procedure,
- is violating any ethical rule.

Any notification will be submitted to the other Party by a method proving that it has been delivered. (Acknowledgement of receipt, telex or personal delivery against signature)

Should any clause in the agreement be breached by the Service Provider, the CLIENT is free to engage with another.

Should the Agreement be breached by the Service Provider, the Client will pay for items already delivered and accepted after deduction of anticipated payments and instalments already paid.

If the total amount due by the CLIENT is lower than sums already paid as instalments, the Service Provider will owe a debt equal to the difference and payable to the Client without any delay.

17.2 Termination without Fault:

If the Agreement is terminated by the CLIENT for convenience, without any particular fault by the Service Provider or owing to a fundamental breach of the Agreement by the Client, it will pay items already delivered and accepted, after deduction of anticipated payments.

As the CLIENT programmes are mainly funded by institutional funding bodies, the CLIENT reserves the right to terminate the Agreement if specific funding that should have been dedicated to programmes covered by the Agreement is not granted by the funding body.

In both cases as mentioned in clause 16.1 and 16.2, each Party agrees to destroy, at its own expense, all proprietary Knowledge, materials, media, and Confidential Information belonging to the other Party within one (1) month.

In the event of termination for any reason, and given their nature, purpose, and intent, the warranty clauses, intellectual property clauses, compliance with Personal Data clauses, and jurisdiction clause shall survive the termination of the Contract.

17.3 Termination for Change of Maintenance Provider:

The Client reserves the right to change the maintenance service provider at any time during the term of this agreement, subject to providing written notice to the current provider at least 30 days in advance.

Upon receipt of such notice, the current maintenance Service Provider shall cooperate fully with the Client and the incoming provider to ensure a smooth transition of services. This includes, but is not limited to, providing all necessary documentation, access to systems, and personnel as required.

The Client shall settle all outstanding payments to the outgoing maintenance provider for services rendered up to the effective date of the change. The outgoing provider agrees to submit a final invoice within 15 days of the termination of services.

The outgoing maintenance provider shall remain liable for any claims arising from their services up to the date of the transition. The incoming provider shall assume responsibility for all services rendered after the effective date of the change.

Both the outgoing and incoming maintenance service providers shall maintain confidentiality regarding the Client's information and shall not disclose any sensitive data to third parties during and after the transition process.

This agreement may be terminated for the maintenance part only and remain in force if the parties so wish for the rest of the services covered by it.

ARTICLE 18 – ETHICS

The Client takes special care with the ethical values of its suppliers and contractors and would like to work with partners in compliance with the Ethical Rules based on International Trade.

The Service Provider recognizes that it has read and understood the "CLIENT Good Business Practices" as defined by the Client and undertakes to comply with them by signing the "Declaration of compliance and undertaking to comply with best business practices" attached to this Agreement (EXHIBIT E). If any parties observe/ suspect any un-ethical activities or a data breach by anyone in respect to a work related to this agreement – is advised to report directly to complaint@bangladesh.hi.org.

The Client affirms its commitment to fight against fraud, corruption, economic and sexual exploitation, abuse and sexual harassment of children and vulnerable adults benefiting from or impacted by the Client's intervention, and to implement measures to reduce the risks in its programmes, with zero tolerance for such abuse and a victim-centred approach.

By signing these Agreement, the Service Provider certifies:

- not to be involved in corrupt or fraudulent practices
- not to be in a conflict of interest with the Client representatives
- Respect existing laws on the non-exploitation of children and vulnerable adults,
- respect social rights, especially on minimum wage and working hours

- respecting the basic working conditions of workers, in particular the exclusion of all physical constraints or sanctions, and guaranteeing the safety of its employees
- not to participate in any way in the spread of anti-personnel mines (production, trade, assets, shareholders, transport, storage, etc.)
- not to participate in any form in the arms trade (production, trade, assets, shareholders, fundraising, transportation, storage, etc.)
- not to have any links whatsoever with terrorist networks of any kind (acts of violence against civilian populations or facilities committed by an organisation).
- strive to use production techniques and processes that respect the basic rules of environmental protection, (mainly with regard to deforestation, the use of chemical agents affecting the protection of biodiversity)

The Service Provider acknowledges and agrees to comply with the stated policies (available at <https://hi.org/fr/politiques-institutionnelles>), which are the Client's policies on the protection of beneficiaries from sexual exploitation and abuse, its child protection policy, its anti-fraud and anti-corruption policy, its disability, gender and age policy and the Client's Code of Conduct.

If you believe that the action of any person (or group of persons), belonging to the Client, does not comply with the above rules, you should report it in accordance with the process by contacting the Client via the following link: <https://hi.org/fr/formulaire-signalement>

The Client reserves the right to use international Service Provider tracking tools to verify their history and potential involvement in illegal or unethical activities.
The Client wishes to limit its environmental impact and expects a similar approach from its PROVIDERS and service providers. Failure to comply with any of these obligations may result in the automatic termination of the contract.

ARTICLE 19 – APPLICABLE LAW – JURISDICTION

The Contract shall be governed by and construed in accordance with French law.

19.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral.

If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be amended, and the validity and enforceability of the other provisions of the Contract shall not be affected.

Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.

A person who is not a party to the Contract shall not have any rights under or in connection with it.

19.2 Amicable dispute resolution and jurisdiction

In the event of any difficulties relating to the application or interpretation of the contractual documents binding the Parties, the latter shall first give priority to seeking an amicable solution, if necessary by way of conciliation or mediation. We define in the Quality Assurance plan how to handle and solve a crisis between the two parties.

In this respect, the more diligent Party shall notify the other by registered letter with acknowledgement of receipt of the dispute between them and of its desire to find an amicable settlement.

If no amicable resolution is reached, or if it is manifestly impossible to reach an agreement within one month of the notification of the grievance letter referred to above the Parties confer exclusive jurisdiction on the competent Court of XXX.

19.3 Arbitration

In the event of any dispute or difference between the Parties touching or concerning these presents or the interpretation thereof, such dispute or difference shall be resolved by mutual negotiation and failing settlement by negotiation only, the dispute or difference shall be referred to Arbitration by three arbitrators, one to be appointed by each party and both of whom shall appoint an Umpire. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 2001. The arbitration shall take place in Paris . The decision of the majority shall be final and binding on the Parties.

[Client Name]

By: _____

Name: [Client Representative Name]

Title: [Client Representative Title]

Date: _____

[Service Provider Name]

By: _____

Name: [Service Provider Name]

Title/Designation: [Service Provider Title]

Date:

EXHIBIT A: **Scope of Work & Specifications**

[Detailed description of the software and services to be provided]

EXHIBIT B: **Payment Schedule**

[Details of payment terms and schedule]

EXHIBIT C - **KEY CONTACTS**

For the CLIENT:

Surname and first name:

Position:

Email address:

Telephone number:

For the SERVICE PROVIDER :

Surname and first name :

Position :

Email address :

Telephone number :

EXHIBIT D - Software Maintenance Agreement

1. Purpose

This annex outlines the terms and conditions for the maintenance of the software, developed by the Service Provider and utilized by the Client.

2. Categories of Maintenance:

- **Corrective maintenance**: Reactive modification of a software product performed after delivery to correct discovered problems.
- **Adaptive maintenance**: Modification of a software product performed after delivery to keep a software product usable in a changed or changing environment.
- **Perfective maintenance**: Modification of a software product after delivery to improve performance or maintainability.
- **Preventive maintenance**: Modification of a software product after delivery to detect and correct latent faults in the software product before they become effective faults.

3. Maintenance Levels

The following levels of maintenance support will be provided:

- **Level 1 Support**: Basic assistance for general inquiries and minor issues.
- **Level 2 Support**: Advanced troubleshooting for more complex issues.
- **Level 3 Support**: In-depth technical support for critical problems requiring specialized knowledge.

4. Response Times

Response times for issues reported will be categorized as follows:

- **Critical Issues**: Response within 1 hour, resolution target within 4 hours.
- **High Priority Issues**: Response within 4 hours, resolution target within 1 business day.
- **Medium Priority Issues**: Response within 1 business day, resolution target within 3 business days.
- **Low Priority Issues**: Response within 3 business days, resolution target based on workload.

5. Maintenance Schedule

Routine maintenance will be performed on a scheduled basis, with prior notification provided to the client. Maintenance windows will be determined in consultation with the client to minimize impact on operations.

Description of the software maintenance processes as:

1. The implementation process contains software preparation and transition activities, such as the conception and creation of the maintenance plan; the preparation for handling problems identified during development; and the follow up.
2. The problem and modification analysis process, which is executed once the application has become the responsibility of the maintenance group. The maintenance programmer must analyze each request, confirm it (by reproducing the situation) and check its validity, investigate.

Based on the context service provider will propose solution, document the request and the solution proposal, and finally, obtain all the required authorizations to apply the modifications.

6. Reporting and Documentation

All maintenance activities will be documented, including:

- Issues reported and their status.
- Actions taken for resolution.
- Updates made to the software.
- Recommendations for future improvements.

7. Client Responsibilities

The client agrees to provide:

- Timely access to the software and relevant systems.
- Sufficient details regarding issues encountered.
- Cooperation during the maintenance process.

8. Working procedure for change management (For changes outside the scope):

- a. All change requests must be notified in writing (e.g., email or hard copy) to the Service Provider. Designated person of THE CLIENT will submit change request copying concerned stakeholders of THE CLIENT and Service Provider.
- b. The Service Provider shall inform THE CLIENT in writing (e-mail attachment of document) the understanding of the problem or the new need, The Service Provider shall also propose the required man-days with proper details and justification.
- c. THE CLIENT shall approve the Service Provider understanding document and thus the scope of the work will be booked. THE CLIENT shall raise a PO (Purchase Order) for the job according to the mutually agreed scope, man-day, project plan deliverables & acceptance criteria.
- d. The Service Provider shall fix/make the change and furnish written instruction on how to test and deploy the changed version.
- e. With the assistance from the Service Provider, THE CLIENT shall perform the UAT and then deploy the product accordingly. The product should not be deployed without testing or UAT. THE CLIENT must have a UAT plan and procedure in place to be able to do the UAT. Any erroneous condition both in terms of software functionality and data arise from implementation of changes must be rectified by the Service Provider according to schedule A.
- f. The Service Provider shall submit the bill for changes made against the PO.

9. Fees and Payment Terms

Maintenance services will be billed at a rate of [specify rate] per hour/month or as per the agreed contract terms. Payment shall be made within [specify period] upon receipt of the invoice.

10. Termination

This maintenance agreement may be terminated by either party with [specify notice period] notice. Upon termination, all outstanding fees for maintenance services rendered shall be due.

11. Confidentiality

Both parties agree to keep all information related to the software and maintenance activities confidential and not disclose it to any third parties without prior written consent.

11. Amendments

Any amendments to this annex must be made in writing and signed by authorized representatives of both parties.

A- Description of severity Level

Severity Level 1:

The problem causes complete loss of service. Work cannot continue, the operation is mission critical to the business and the situation is an emergency, A severity 1 problem has one or more of the following characteristics:

- Major Revenue loss
- Transaction stopped for more than 1(one) hour.
- System crash has been observed
- Data Corrupted
- A Business critical functional is not available
- System hangs indefinitely (Complete or partial), causing unacceptable or
- System crashes, and crashes repeatedly after restart attempts

Severity Level 2:

The system is malfunctioning but is still usable and partially inoperative and the operative portion has a less critical impact on operations than severity level 1 errors.

The malfunctioning of system severely restricts operations and/or has an adverse effect on daily Transaction, data transfer among modules/functions, or the total loss of major functions, Report Execution or data. A work around may exist, but its use is unsatisfactory.

Severity level 3:

The system is usable but with limited functions. The defect may result in smaller degree of instability, troublesome functional and/or character defects. Examples are loss of administrative functions, or failures that have minor system impacts. There is a reasonably satisfactory work-around.

Severity Level 4:

The system is usable, the error condition is not critical to continuing operation. The defect has no impact on the solution, such as cosmetic problems, misspellings, and any suggestions for future release. The defect could imply functional and/or other characteristics that cause layout errors or misprints in the written information to the Client .

Severity Level 5:

General Information and queries like enhancement requests, recommendations for consideration in future product

B- Severity Levels and response and resolution time:

The time calculation of responses and resolution time shall be done as per service hour definition of "SERVICE HOURS". The following describe the response and resolution time for various severity level:

Severity Level	Time to Response and Resolution
Severity Level 1	THE SERVICE PROVIDER will respond within 2 (two) hours after receiving e-mail/phone call from RA during working hours. After agreeing on the severity level, a workaround will be furnished within the same working day and the problem will be resolve within next 1 working day.
Severity Level 2	THE SERVICE PROVIDER will respond within same working day. After agreeing on the severity level, a workaround will be furnished within the next working day and the problem will be resolve within next 2 working days.
Severity Level 3	THE SERVICE PROVIDER will respond within the next working day. After receiving e-mail/phone call from RA during working hours. After agreeing on the severity level, a workaround will be furnished within the next 2 working day and the problem will be resolve within next 5 working days.
Severity Level 4	THE SERVICE PROVIDER will respond within Next 2 working day. After agreeing on the severity level, a workaround will be furnished within the next 4 working day and the problem will be resolve within Next 7 working days.
Severity Level 5	THE SERVICE PROVIDER will respond within next 3 working day. After agreeing on the severity level, a workaround will be furnished within the next 7 working day and the problem will be resolve within next 10 working days.

EXHIBIT E - "Declaration of compliance and undertaking to comply with best business practices"
