

INVITATION TO TENDER

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

Reference:
P975 Corrutrack Contract 1

Paris, 22/07/2026

Subject: Invitation to tender “Corrutrack Contract 1”– reference P975 Contract 1

Dear Sir/Madam,

The International Union of Railways (UIC) is planning to award the contract in subject “Rail corrugation research state of the art, Modelling corrugation and UIC guidelines on mechanisms & countermeasures” .The procurement documents consist of:

- This invitation letter,
- The tender terms of reference,
- The draft contract for the provision of services.

The response to the tender must be sent to the e-mail addresses: hosoda@uic.org and suarez@uic.org in electronic version **no later than September 13th, 2026 – 5pm 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.

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

UIC	Union Internationale des Chemins de fer
WP	Working Packages

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

The "Corrutrack" OPTIN project, officially titled Project 2026/RSF/975 Corrutrack, was launched to address critical challenges in the rail corrugation.

Rail corrugation is a widespread and recurring degradation phenomenon characterised by wavy irregularities on the rail running surface. It has significant impacts on railway infrastructure and operations, including increased noise and vibration, accelerated wear of rails and rolling stock, higher maintenance costs, and potential operational constraints affecting safety and passenger comfort.

Despite extensive research and operational experience, rail corrugation remains a complex and not fully understood phenomenon. Multiple types of corrugation exist, ranging from short to long wavelengths, each associated with different physical mechanisms such as stick-slip behaviour, self-excited vibrations, and vehicle-track dynamic interactions.

Currently, there is no universally agreed explanation or harmonised framework linking corrugation types, mechanisms, and influencing parameters such as traffic conditions, track stiffness, wheel-rail contact, and operational practices.

As a consequence, existing mitigation measures are often empirical, relying on corrective actions such as grinding, lubrication, or track renewal, without a predictive understanding of their long-term effectiveness.

In this context, the UIC has launched the “CorruTrack” project to address these challenges through a structured and collaborative approach involving infrastructure managers and research institutions experts. The project aims to:

- Develop a shared and validated understanding of the mechanisms driving rail corrugation
- Reproduce real corrugation cases using advanced numerical modelling of vehicle–track interaction
- Define practical and implementable preventive and corrective measures
- Support infrastructure managers in optimising maintenance strategies, reducing costs, and improving environmental performance

The project is planned over a three-year period (2026–2028) and will deliver structured outputs, including **a state-of-the-art review, modelling results, and final guidelines**, which may contribute to future UIC IRS and best practices.

The kick-off meeting for the project was successfully held in April 2026, marking the beginning of coordinated efforts toward achieving the outlined objectives. The project has several railway infrastructure managers and organisations from Spain, France, Portugal, Italy, UK, Korea, and Japan.

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

The provision of services aims to achieve a comprehensive understanding of rail corrugation mechanisms and to develop practical, harmonised guidelines for infrastructure managers (IMs). The service will combine state-of-the-art analysis, data-driven modelling, and validation through real cases and field tests.

The contractor will ensure coordination with UIC, infrastructure managers and experts, facilitating knowledge exchange, technical workshops, and validation of results throughout the simulation.

The scope of modelling and analysis (Deliverable D2) will be refined during the project based on the outcomes of Deliverable D1 and validated by the project members, ensuring a focused and feasible approach.

The Contractor is not expected to model all identified corrugation types and cases. Following the completion of Deliverable D1, the project members will jointly select and validate a limited number of priority corrugation types and representative cases for detailed investigation under Deliverable D2. The scope and depth of the modelling activities will therefore be refined to

ensure that the project objectives remain achievable within the available timeframe and budget.

The following deliverables are expected:

Deliverable D1 State of the Art and Data Collection Report, is covering:

- Review of existing knowledge on rail corrugation mechanisms, including vibration, contact mechanics, and wear processes
- Identification of corrugation types (short, medium, long wavelength, etc) and associated operational conditions
- Analysis of key influencing parameters such as track stiffness, vehicle speed, wheel–rail contact, and track geometry
- Collection, structuring, and harmonisation of real cases provided by Infrastructure Managers (IMs), including information on location, traffic conditions, infrastructure characteristics, and maintenance practices
- Screening and prioritisation of corrugation cases, with the objective to: Identify a limited number of priority corrugation types and/or representative cases to be investigated in subsequent modelling work

Deliverable D2 Modelling and Mechanism Analysis Report, covering:

- Develop and apply numerical models to simulate corrugation initiation and growth under realistic vehicle–track interaction conditions
- Focused modelling of a limited number of priority cases (typically one or two), selected based on Deliverable D1 and validated by the project members
- Identification and analysis of dominant physical mechanisms for the selected cases, including:
 - Validation against field data provided by Infrastructure Managers, sensitivity
 - Analysis with respect to key influencing parameters (e.g. stiffness, friction, speed, curvature, vehicle–track interaction conditions)

Deliverable D3 Guidelines and Countermeasures Report, Final report providing actionable recommendations:

- Definition of preventive, preventive and corrective maintenance strategies for each corrugation type
- Development of a decision matrix linking mechanisms, parameters, and optimal countermeasures
- Evaluation of solutions such as grinding, friction management, damping improvement, and track design optimisation
- Recommendations for implementation by infrastructure managers

The period for performing the work and delivering the results is **fixed to 26 months**, following an estimated schedule as follows:

Date	Milestones
Sep 13 th ,26	Submission of tenders
Sep 18 th ,26	Tender selection
Sep 25 th ,26	Contract award
May 30 th ,27	Deliverable D1
May 30 th ,28	Deliverable D2
Nov 15 th ,28	Deliverable D3

Payments based on the acceptance of the project deliverables.

Organization of the work

The majority of the work under this assignment is expected to be carried out at the consultant's premises. Consultants should ensure they have the necessary infrastructure and resources to manage the project independently while maintaining close coordination with the project team.

To facilitate collaboration and progress monitoring, the following meeting structure will be implemented:

- Virtual meetings will be held every two months via Microsoft Teams with all project partners. These meetings will serve to review progress, address challenges, and align on next steps. In addition, more frequent coordination meetings will be organized as needed to ensure smooth collaboration and timely issue resolution.
- Up to three in-person meetings are planned:

meetings will take place at UIC Headquarters in Paris, or at a similar location to be confirmed. Consultants should factor in travel and participation in these meetings when planning their resources and timelines.

UIC will appoint a Project Manager who is the main point of contact for the consultant.

Consultants are expected to maintain regular communication, provide timely updates, and be responsive to requests from the project management team throughout the duration of the assignment.

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:

- A technical offer.
- A financial offer.
- Proposed team members with CVs.
- The capability and experience (past projects) of the team to undertake the work
- An outline of the proposed approach and the identification of key milestones as well as the project plan with a detailed Gantt chart, with an estimated project start date on October 1st, 2026.
- 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.
- If applicable, a Power of Attorney in case of joint tender, authorising the leader (see point 8 below) to bind the joint tenderers.

The tender response should be limited to a maximum of ten pages (excluding CVs).

7. PARTICIPATION

Participation in this procurement procedure is restricted to a pre-selected list of entities, 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 hosoda@uic.org and suarez@uic.org no later than **September 13th, 2026 – 5pm CET**.

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

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 (50 points)
2. Quality of the proposed methodology (30 points)
3. Organisation of the work and resources (20 points)

Category	Weighting	Criteria	Weighting	Reviewer Score (0-100)	Weighted Score (Calculated)
Understanding of and previous experience with the topic	50%	Experience in rail corrugation research/modelling	50%		0.0
		Relevant railway projects and references	30%		0.0
		Knowledge of vehicle-track interaction and wear mechanisms	20%		0.0
Quality of the proposed methodology	30%	Technical approach and scientific robustness	50%		0.0
		Proposed modelling and validation strategy	30%		0.0
		Data management and stakeholder engagement	20%		0.0
Organisation of the work and resources	20%	Project management and resource allocation	50%		0.0
		Capability and expertise of proposed team	50%		0.0

12. RANKING OF TENDERS

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

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

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

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

13. CONTESTATION OF THE SELECTED TENDER

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

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

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

14. TENDERS CONFIDENTIALITY

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

DRAFT CONTRACT FOR THE PROVISION OF SERVICES

CONTRACT FOR THE PROVISION OF SERVICES

Between:

The International Union of Railways (UIC), an association under French law, headquartered at 16, rue Jean Rey, F-75015 Paris, EU VAT number 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

performed in whole or in part in France	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 <u>L. 5221-2</u>, 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.
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