

# Call for Tender

## for an *'Rapporteur dedicated to the work on the vertical standards under CLC/TC 47X.'*<sup>1</sup>

Starting date: 2024-12-02

Deadline for tenders: 2025-01-06  
(= publication date + 35 calendar days)

### I Introduction

#### I.1 General

The development of harmonised European standards and other European standardisation deliverables will be of key importance for the implementation of the upcoming Cyber Resilience Act (CRA). The STAN4CR project focuses on identifying and establishing the scope of draft harmonized standards to support the CRA, advancing them to the Formal Vote stage where possible. The project promotes public awareness and stakeholder engagement in standardization activities, enhancing the EU Single Market's cybersecurity, fostering innovation, and building consumer and business trust.

#### I.2 Context

The Cyber Resilience Act (CRA) aims to address the increasing cybersecurity threats faced by hardware and software products by setting essential cybersecurity requirements for manufacturers, with stricter assessments for important and critical products. The European Commission is in the process of consulting with stakeholders to develop standards supporting the CRA. The approach includes horizontal standards for a generic framework and vertical standards tailored to specific product risks. The cross-border nature of cyber threats necessitates EU-level action to ensure a competitive single market and boost trust in digital products. Harmonized standards and international standards will facilitate compliance, particularly for small and medium-sized enterprises. Timely development and availability of these standards are crucial for effective implementation, especially for important digital products.

In today's dynamic market landscape, the need for a robust standardization strategy has become paramount. The evolving nature of cybersecurity-related technologies demands a strategy that is not only adaptive but also anticipates the complexities associated with groundbreaking advancements. The STAN4CR project aims to support and accelerate the standardization efforts within the EU, fostering collaboration and coherence in the rapidly evolving cyber security landscape, aiming to prevent security incidents and minimise the impacts of such incidents, including in relation to the health and safety of users.

European standardization efforts will be dedicated to developing the necessary horizontal and vertical (product specific) standards. The WG-9 within the CEN-CENELEC Joint Technical Committee 13 (CEN-CLC/JTC 13) "Cybersecurity and Data Protection" will be dedicated to the deliverables linked to the horizontal standards, as much as possible and without prejudice to the needed improvements, building on the work currently under development to support the Radio Equipment Directive Delegated Regulation 2022/30. Regarding vertical work, the deliverables related to semiconductors will be produced within the CENELEC/TC 47X "Semiconductor devices and trusted chips implementation". Complimentary, where a deeper understanding is required before developing standards, some Survey Groups will be launched in TC47X to carry out the necessary work.

The project STAN4CR is positioned to provide essential coordinating and administrative resources via the CEN-CENELEC Management Centre; collaborating with not only with the leading National Standardization Committees (NCs) NEN (NEC), DKE, AFNOR, UNE, CYS and DS but also with the rest of NCs and pertinent stakeholders involved in the deliverables' development. This project's goal is to facilitate a seamless and inclusive standardization process safeguarding at the same time appropriate connection and alignment between different horizontal and vertical workstreams. This project will also focus on ensuring alignment between different workstreams and carrying out stakeholders' consultations aiming to increase access and gather feedback to enrich discussion, with the objective of involve increased diversity of views, improved

public awareness of standardization activities, dissemination activities, and broader engagement with relevant stakeholders.

The timely development of standards will benefit industries, policymakers, and society at large by providing a solid foundation for the integration of state of art standards into everyday applications of many digital products. Furthermore, the developments of standards to support the CRA will contribute to the resilience and competitiveness of the EU Single Market by enhancing cybersecurity measures, promoting innovation, and fostering trust among consumers and businesses alike.

The CRA stands as pivotal legislation aimed at tackling the escalating cybersecurity challenges confronting hardware and software products. It establishes crucial cybersecurity requirements for manufacturers, particularly emphasizing stringent assessments for important and critical products. The timely formulation of standards under the CRA not only serves the interests of industries, policymakers, and society at large but also furnishes a robust framework for the seamless integration of cutting-edge standards into the everyday functionality of numerous digital products. Moreover, the advancement of standards to uphold the CRA promises to fortify the resilience and competitiveness of the EU Single Market by bolstering cyber defence measures. To address the stated objectives and aligning with the proposal outlined in the call, the project STAN4CR is envisioned to be structured around three primary needs and objectives:

- drafting standardization deliverables,
- providing administrative support,
- engaging stakeholders through outreach efforts.

WP-3 led by CLC/TC 47X “Semiconductor devices and trusted chips implementation” will be dedicated to working on deliverables for which AFNOR holds the secretariat and will carry out the coordination. DKE holds the chair and is highly involved in the work carried out by this TC 47X and will support AFNOR in the overall coordination, management, and implementation of WP-3. The work on these deliverables will be supported by dedicated Rapporteurs (Project Leaders).

## II Objectives

The objectives of this project (WP-3) are:

- Essential cybersecurity requirements for microprocessors with security-related functionalities
- Essential cybersecurity requirements for microcontrollers with security-related functionalities
- Essential cybersecurity requirements for application specific integrated circuits (ASIC) and field-programmable gate arrays (FPGA) with security-related functionalities
- Essential cybersecurity requirements for tamper-resistant microprocessors
- Essential cybersecurity requirements for tamper-resistant microcontrollers
- Essential cybersecurity requirements for smartcards or similar devices, including secure elements – for the platform, not the application layer

## III Execution

### III.1 General tasks of the *Vertical Rapporteurs on Semiconductors activities*

The ‘Rapporteur’ will be responsible for the execution of the project which involves the following tasks:

- Leadership and coordination of the project team.
- Drafting of the project standardisation documents at the different stages for comments of the involved technical bodies.
- Active contribution to comment solving, including the production of proposals of answers to the comments of the involved technical bodies.
- Attendance to the meetings of the technical bodies<sup>1</sup> and all to relevant coordination meetings, including those corresponding to dissemination activities.
- Liaising with each other under coordination of the Convenor of the coordinating working group,
- Reporting to the coordinating Convenor and working group.
- Contributing to stakeholder outreach and engagement by producing dissemination and outreach material to supporting the development of workshops.
- Attend in person and present during stakeholder engagement activities.
- Lead deep dive sessions with stakeholders.

### III.2 Types of vertical Rapporteurs on Semiconductors activities

Four types of rapporteurs to be selected for this project to work on the deliverable listed in the Annex I of this Call for Tender. Applicants must specify in the application form the topic they are applying for:

- **Rapporteur 1, joining Project Team 1** “Microprocessors and Microcontrollers with security related functionalities.”  
In charge of drafting the deliverable(s) related to line 16 and 17 list in the Annex 1
- **Rapporteur 2, joining Project Team 2** “Tamper resistant Microprocessors and Microcontrollers”  
In charge of drafting the deliverable(s) related to line 21 and 22 list in the Annex 1
- **Rapporteur 3, joining Project Team 3** “SmartCards and Secure Element Platforms” In charge of drafting the deliverable(s) related to line 25 list in the Annex 1
- **Rapporteur 4, joining Project Team 4** “ASIC and FPGA”  
In charge of drafting the deliverable(s) related to line 18 list in the Annex 1

### III.3 Timeframe

The Grant Agreement with the EC and EISMEA is in the process of being concluded with an effective start date of 01/10/2024 with the possibility to consider retroactive costs.

Table 1 shows the draft planning of STAN4CR for the vertical projects.

Month	Estimated date	Task	Permanent activities
1	December 2024	Launch public call for tender: Project Team experts (35 days)	Production of dissemination material and coordination with stakeholder events. Coordination and alignment with vertical workstreams and deliverables.
2	January 2025	Selection process of Rapporteurs	
2	January 2025	Technical committee plenary meeting in Brussels	
3	February 2025	TC47X WGs virtual meeting: Present project team experts and onboarding of experts	
4	March 2025	CLC TC47X dissemination events and deep dive session.	
2 to 5	January to April 2025	Project teams work on 1st draft	
5	April 2025	Mature draft ready for quality check and consideration of stakeholder feedback.	
7	June 2025	Draft ready for submission to HAS assessment	
12	November 2025	Dispatch of ENQ draft	
15 to 20	February to July 2026	TC 47X WGs PT works on comments	
20	July 2026	Dispatch of FV draft	
25	December 2026	Acceptance of the standard, Date of Availability (DAV), publication by ESO's	

## IV Financial support

The European Commission and EFTA have decided to provide financial support to the standardization work. The financial support from the European Commission and EFTA is based on the SMP 'Single Market Programme Regulation' (including its Financing Decision) and the MGA (Multi or mono beneficiary(ies) Grant Agreement). Unless specified otherwise, costs of external subcontractors are generally funded at 100%, with approx. 95% being borne by EC and 5% by EFTA. Costs have to qualify as eligible as defined in MGA N ° 101196779 and also in compliance with [EC Financial Regulation](#), and be justified. The payment is usually divided into several instalments after completion of defined milestones and approval of the interim/final reports and the justification of costs. The subcontractors shall fulfil the conditions of the

MGA N° 101196779, including those relating to liability, ownership of results, confidentiality, conflict of interests, publicity, evaluation, assignment, checks and audits.

The subcontractors' costs shall be justified with copies of the relevant invoices. All relevant evidence shall be kept in view of future payments (reports, work, drafts and deliverables, contracts & invoices, time sheets, tickets, boarding cards, hotel invoices, attendance lists with signatures, meeting agendas & reports, invoices for any consumables, purchase orders, etc...).

**Costs incurred before the Grant Agreement is signed (unless, exceptionally differently agreed with the EC) and before the selection procedure is finalized, will not be considered as eligible for EU financial support.**

## **V Selection criteria**

### **V.1 General criteria**

The applicants shall comply with the following requirements:

- Deep knowledge of the European Standardisation system, with a focus on CEN and CENELEC.
- Ability to co-ordinate and lead a team of experts.
- Ability to ensure the integration and consolidation of all contents provided by the Project Team (PT) experts.
- Management skills such as coordinating a group of experts and subcontractors (e.g. technical project leaders), promoting consensus, convening meetings, ensuring the circulation of relevant documents, early recognition, and solution of problems (e.g. concerning time and content of the deliverables).
- Reporting by correspondence or at meetings by addressing the relevant points.
- Ability to timely produce reports when requested and when relevant.
- Proven technical background and a relevant degree in a technical field.
- Ability to supply deliverables at specified target dates.
- Ability to contribute as content provider for the requested deliverable/s in one of the three projects they are applying for (please see below the description of the Rapporteurs).
- Wide experience in standardization processes, creation of standardisation documents and consensus building activities in European and other standardization environments (national and international).
- Knowledge of the EU Cybersecurity Strategy and European legislation, such as the Cyber Resilience Act, the Cybersecurity Act, the EU Cybersecurity Strategy.
- Knowledge of European and international cybersecurity requirements applicable, under the approach of the Cyber Resilience Act, considering the full lifecycle of connected devices and software products, including vulnerability handling.
- Knowledge of the New Legislative Framework and its implications for standards drafting.
- Understanding of the processes of conformity assessment.
- Communication skills and proficiency in English.

### **V.2 Specifics criteria**

And with the specific knowledge and experience related to the project they intend to join:

Rapporteur 1, joining Project Team 1: "Microprocessors and Microcontrollers with security related functionalities."

- Deep technical knowledge of the related Working Group topic
- Several years' experience in the specific semiconductor field of the projects listed above
- Experience in the industry associations like ENISA, Eurosmart, Globalplatform is desired.

Rapporteur 2, joining Project Team 2: "Tamper resistant Microprocessors and Microcontrollers".

- Deep technical knowledge of the related Working Group topic
- Several years' experience in the specific semiconductor field of the projects listed above
- Experience in the industry associations like ENISA, Eurosmart, Globalplatform is desired

Rapporteur 3, joining Project Team 3: "SmartCards and Secure Element Platforms"

- Deep technical knowledge of the related Working Group topic

- Several years' experience in the specific semiconductor field of the projects listed above
- Experience in the industry associations like ENISA, Eurosmart, Globalplatform is desired

Rapporteur 4, joining Project Team 4: "ASIC and FPGA"

- Deep technical knowledge of the related Working Group topic
- Several years' experience in the specific semiconductor field of the projects listed above
- Experience in the industry associations like ENISA, Eurosmart, Globalplatform is desired

## VI Award criteria

The selection of the most suitable candidate will be made on the basis of the following criteria:

a) Documented experience (maximum **60 points**)

- Deep knowledge of the European Standardisation system, with a focus on CEN and CENELEC.
- Ability to co-ordinate and lead a team of experts.
- Ability to ensure the integration and consolidation of all contents provided by the Project Team (PT) experts.
- Management skills such as coordinating a group of experts and subcontractors (e.g. technical project leaders), promoting consensus, convening meetings, ensuring the circulation of relevant documents, early recognition, and solution of problems (e.g. concerning time and content of the deliverables).
- Reporting by correspondence or at meetings by addressing the relevant points.
- Ability to timely produce reports when requested and when relevant.
- Proven experience and a relevant degree in a technical field for the role they intend to apply for (see descriptions Rapporteurs 1,2,3 and 4).
- Ability to supply deliverables at specified target dates.
- Ability to contribute as content provider for the requested deliverable/s in one of the three pillars they are applying for (see descriptions Rapporteurs 1,2,3 and 4).
- Wide experience in standardization processes, creation of standardisation documents and consensus building activities in European and other standardization environments (national and international).
- Knowledge of the EU Cybersecurity Strategy and European legislation, such as the Cyber Resilience Act, the Cybersecurity Act, the EU Cybersecurity Strategy,
- Knowledge of European and international cybersecurity requirements applicable, under the approach of the Cyber Resilience Act, considering the full lifecycle of connected devices and software products, including vulnerability handling.
- Knowledge of the New Legislative Framework and its implications for standards drafting.
- Understanding of the processes of conformity assessment.
- Communication skills and proficiency in English.

b) Organisation (demonstration of the ability to carry out the project, maximum **30 points**):

- Specific knowledge, technical background and experience related to the project they intend to join (see descriptions Rapporteurs 1,2,3 and 4) (maximum 20 points)
- Expected ability to work well with the existing working group (maximum 10 points)

c) Price (maximum **10 points**)

The candidate who will reach the highest score will be considered as the best value for money offer and hence should be the candidate selected to perform the expected activities (unless force majeure).

## VII Eligibility criteria

The following candidates will be excluded:

- Candidates who were the subject of a non-likely judgment of recourse for a professional infringement
- Candidates who are in an irregular tax situation or in an irregular special taxation situation
- Candidates who provide incomplete or erroneous information.
- Candidates who submit their application after the submission deadline.
- Candidates with any conflict of interest.

## VIII Selection procedure

Selection procedure Applicants will be selected by a selection committee, which is composed of:

- The Chair of the CLC/TC 47X
- The secretary of CLC/TC 47X
- A representative from the CEN -CENELEC Management Centre.
- Representative members of DKE
- Representative members of AFNOR

Applications will be reviewed against the criteria found in the project plan and the skills mentioned in the previous section (weighting 60%). The technical background in the relevant fields of cybersecurity will be particularly valued (weighting 20%). The expected 'chemistry' within the project team will also be considered (weighting 10%). Additionally, the selection will be based on the principle of best value for money, considering the day rate of the expert and the number of days the expert requires to execute the work (weighting 10%).

The report of the selection committee on the selection of the experts will be submitted to the European Commission and EISMEA prior to the contracting of the experts.

## IX Tenders

Tenders shall be sent to Max REITH-KOCH, [max.reith-koch@vde.com](mailto:max.reith-koch@vde.com), project manager at DKE and Noémie THOORES, [noemie.thoores@afnor.org](mailto:noemie.thoores@afnor.org), project manager at AFNOR as soon as possible, to be received at the latest by **[yyyy/mm/dd]**.

The tender shall be in English and contain:

- Curriculum Vitae of each relevant person participating in the project, demonstrating the necessary expertise for the 'Advertised position';
- Any required accreditation certificates;
- A schedule and a description of the execution of the tasks which will be carried out in the project as such;
- A table in the format given in Annex A with detailed information on the costs;
- Appropriate documentation to prove the economic and financial capacities;
- Any further documents to prove the qualification required in the above Clauses on Selection and Award criteria;
- A signed declaration, by which the candidate(s) certifies not to be subject to one of the exclusion criteria as described in Clause "Eligibility criteria" and the veracity of the adjoining documents.

Please note that, to ensure equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial proposals. Therefore, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also that proposals deviating from the technical specifications may be rejected for non-conformity.

Candidates may apply for more than one role. In case of multiple applications candidates shall state their priorities.

Tenders should be sent by legal representative, i.e. to be considered, any possible association has to be formalized according to the local legislation before submitting the tender. Working teams, partnerships and other groups of people, particularly under the aegis of an institute qualify as contractors for the service contracts awarded in the course of this CfT (Call for Tender). Partnerships or joint ventures and other legally binding co-operations regardless of their organizational form qualify as well, provided they are recognized entities under the applicable national laws. Potential candidates may come from the public sector as well as from the private industry. It is essential however that the qualifications and experience of the individual fulfilling the tasks are properly described.

It is possible to apply for a work package as a consortium. If a consortium is formed, one institute needs to be identified as the leader of the consortium and the division of labour between the consortium members should be clearly described and justified. In this case, only the leader of the consortium would sign the contract with the contractor and ensure that all tasks are fulfilled and is responsible for the justifications and expenses of the consortium members. It is essential however that all members of the consortium are properly identified within the offer.

Regarding question concerning the information provided in this call for tender or in case of need for clarification or additional information please contact

Mr. Max REITH-KOCH,  
Project manager at DKE  
[max.reith-koch@vde.com](mailto:max.reith-koch@vde.com)  
Postal Address: Merianstraße 28, 63069 Offenbach am Main

Mrs Noémie THOORES  
Project manager at AFNOR  
[Noemie.thoores@afnor.org](mailto:Noemie.thoores@afnor.org)  
Postal Address: 11, rue Francis de Pressensé, 93571 La Plaine Saint-Denis cedex – France

If due to queries or other reasons supplementary information to this call for tender is required, this will be published on the website of the **[NSB/NC]**.

Please send your application to

Mr. Max REITH-KOCH,  
Project manager at DKE  
[max.reith-koch@vde.com](mailto:max.reith-koch@vde.com)  
Postal Address: Merianstraße 28, 63069 Offenbach am Main

Mrs Noémie THOORES  
Project manager at AFNOR  
[Noemie.thoores@afnor.org](mailto:Noemie.thoores@afnor.org)  
Postal Address: 11, rue Francis de Pressensé, 93571 La Plaine Saint-Denis cedex – France

**Annex A**  
**Table with detailed information on the costs**

The following table shall be used in the tender to give detailed information on the costs regarding the work of 'Advertised position'.

Applicants are asked to propose an all-inclusive daily rate which would include travel costs.

Organisation / Staff level	Daily rate (€)	Number of man-days	Total (€)	Travel budget	Others (Supplies, Consumables)	Total cost (€)
Rapporteur	0,00	0	0,00	included	included	0,00

IMPORTANT: The travel costs of the Rapporteurs to the face-to-face meetings of this project are not eligible costs, they are considered as covered by their daily rate.



**Annex B**

**Application to a Call for Tender in compliance with SMP Single Market Programme Regulation (and its financing decision) & MGA (Mono or Multi beneficiary(ies) Grant Agreement)**

**A- Contact details of the Expert:**

Name:  
Position:  
Company:  
Phone:  
Email address:  
Country of residence:  
Personal Website (if any)

**B- Information about the organisation/s the expert is working (name, website, contact person, phone, email)**

**C- Curriculum Vitae (maximum 4 A4 pages)**

**D- Please specify for which position you are applying:**

- Rapporteur 1 “Microprocessors and Microcontrollers with security related functionalities.”
- Rapporteur 2 “Tamper resistant Microprocessors and Microcontrollers”
- Rapporteur 3 “SmartCards and Secure Element Platforms”
- Rapporteur 4 “ASIC and FPGA with security related functionalities”

In case of multiple applications, please list your priorities.

**E- Rapporteur**

<b>Skills and expertise</b>	<b>Yes/No</b>	<b>Short description of the evidence of the required skills and expertise for the role you are applying for</b>
Ability to co-ordinate and lead a team of experts.		
Ability to ensure the integration and consolidation of all contents provided by the Project Team (PT) experts.		
coordinating a group of experts and subcontractors (e.g. technical project leaders), promoting consensus, convening meetings, ensuring the circulation of relevant documents, early recognition and solution of problems (e.g. concerning time and content of the deliverables).		
Reporting by correspondence or at meetings by addressing the relevant points.		
Ability to timely produce reports when requested and when relevant.		

Proven experience and a relevant degree in a technical field for the role the intend to apply for (see descriptions Rapporteurs)		
Ability to contribute as content provider for the requested deliverable/s for the project they are applying for.		
Deep knowledge of the European Standardisation system, with a focus on CEN and CENELEC.		
Wide experience in standardization processes, creation of standardisation documents and consensus building activities in European and other standardization environments (national and international).		
Knowledge of the EU Cybersecurity Strategy and European legislation, such as the Cyber Resilience Act, the Cybersecurity Act, the EU Cybersecurity Strategy		
Knowledge of European and international cybersecurity requirements applicable, under the approach of the Cyber Resilience Act, considering the full lifecycle of connected devices and software products, including vulnerability handling.		
Knowledge of the New Legislative Framework and its implications for standards drafting		
Understanding of the processes of conformity assessment		
Communication skills and proficiency in English.		
Communication skills and proficiency in English.		
<b>Rapporteur 1, joining Project Team 1: "Microprocessors and Microcontrollers with security related functionalities".</b> <ul style="list-style-type: none"> <li>• Deep technical knowledge of the related Working Group topic</li> <li>• Several years' experience in the specific semiconductor field of the projects listed above</li> <li>• Experience in the industry associations like ENISA, Eurosmart, Globalplatform is desired.</li> </ul>		
<b>Rapporteur 2, joining Project Team 2:" Tamper resistant Microprocessors and Microcontrollers".</b> <ul style="list-style-type: none"> <li>• Deep technical knowledge of the related Working Group topic</li> <li>• Several years' experience in the specific semiconductor field of the projects listed above</li> <li>• Experience in the industry associations like ENISA, Eurosmart, Globalplatform is desired.</li> </ul>		
<b>Rapporteur 3, joining Project Team 3: "SmartCards and Secure Element Platforms"</b>		

<ul style="list-style-type: none"> <li>• Deep technical knowledge of the related Working Group topic</li> <li>• Several years' experience in the specific semiconductor field of the projects listed above</li> <li>• Experience in the industry associations like ENISA, Eurosmart, Globalplatform is desired.</li> </ul>		
<p><b>Rapporteur 4, joining Project Team 4: "ASIC and FPGA "</b></p> <ul style="list-style-type: none"> <li>• Deep technical knowledge of the related Working Group topic</li> <li>• Several years' experience in the specific semiconductor field of the projects listed above</li> <li>• Experience in the industry associations like ENISA, Eurosmart, Globalplatform is desired.</li> </ul>		

## F- Information on the costs of the experts

### F.1 - Rapporteur

- Daily rates:
- Number of man-days:

#### Total costs:

IMPORTANT: The travel costs of the Rapporteurs to the face-to-face meetings related to this project are not eligible costs, they are considered as covered by their daily rate.

## G- Information on the costs of the experts

Description of the offer (answer to the call for tender)

I certify that all documents provided are veracious and in conformity with reality and certify not to be in any situation described below:

- a) subject of a non-likely judgment of recourse for a professional infringement
- b) to be in an irregular tax situation or in an irregular special taxation situation
- c) to provide with incomplete or erroneous information

I also declare that I have no conflict of interest by submitting the present offer.

Signed:

On behalf of :(print name here)

Date:

## Annex I

#	Title
16	European standard(s) on essential cybersecurity requirements for microprocessors with security-related functionalities
17	European standard(s) on essential cybersecurity requirements for microcontrollers with security-related functionalities
18	European standard(s) on essential cybersecurity requirements for application specific integrated circuits (ASIC) and field-programmable gate arrays (FPGA) with security-related functionalities
21	European standard(s) on essential cybersecurity requirements for tamper-resistant microprocessors
22	European standard(s) on essential cybersecurity requirements for tamper-resistant microcontrollers
25	European standard(s) on essential cybersecurity requirements for smartcards or similar devices, including secure elements

## Annex II

Please take note of the AFNOR contractual terms and conditions using the contract template above. If you have any questions or comments, please fill in the form in Annex III.

### #PARTIES

### SERVICE CONTRACT UNDER THE GA NO. CEN/**GA REFERENCE**

BETWEEN, party of the first part,

**The French Standards Association (AFNOR)**, an association governed by the law of 1 July 1901, recognised to be of public utility, with its registered office at 11 rue Francis de Pressensé - La Plaine Saint Denis (93571), duly represented by Mr Olivier PEYRAT, in their capacity as Managing Director

hereinafter referred to as “**AFNOR**”

AND, party of the second part,

**PARTIE\***

COMPANY NAME, COMPANY FORM (E.G.: ASSO/SA/SA, etc.) with headquarters at ADDRESS OF THE CONTRACTOR'S REGISTERED OFFICE, registered in the Trade and Companies Register TOWN REGISTERED IN with the number REGISTERED NUMBER, duly represented by FIRST NAME AND LAST NAME OF THE AUTHORISED REPRESENTATIVE, in their capacity as ROLE OF AUTHORISED REPRESENTATIVE

Hereinafter referred to as the "CONTRACTOR",

Or individually referred to as the "Party" and jointly as the "Parties".

**Whereas\*:**

Wishing to continue their partnership, the purpose of which is to contribute to achieving the objective of the Community's policy on standardisation, the European Commission (EC) and the European Committee for Standardisation (CEN) have developed the subsidy scheme for standardisation activities as part of the EC's policy of simplification through harmonisation of custom procedures, in particular contractual processes. For this purpose, a new grant contract model or "Grant Agreement" (GA) was introduced, which constitutes the common base of legal clauses for all directly managed grant programmes. When the European Innovation Council and SME's Executive Agency (EISMEA) of the European Commission decides to award a grant for carrying out a standardisation task, it proposes that CEN and the standardisation office designated by it sign this Grant Agreement.

It is in this context that the European Commission and CEN concluded the Grant Agreement N° CEN/REFERENCE OF GA, attached hereto (hereinafter the "GA") entrusting AFNOR with the performance of the work, for which the technical specifications and the corresponding budget are defined in the annexes to the GA.

Part of this work, the technical specifications of which are more fully defined in the consultation documents of the call for tenders "[\*TITLE OF CALL FOR TENDER\*]" issued on [\*PUBLICATION DATE OF CALL FOR TENDER\*] (hereinafter the "Tender"), and to which the CONTRACTOR wished to respond, is the subject of this subcontract.

The CONTRACTOR, selected at the end of the Tender, having read the Tender documents and the GA, has declared that it has the required skills and experience and that it has the organisation, material and human resources necessary to provide the service requested as defined in the Call for Tender documents. The CONTRACTOR undertakes to comply with all the obligations set out in the GA.

The contractual documents governing the relationship between the parties are set out in descending order below:

- The GA and its appendices
- This service contract and any amendments thereto
- The Tender documents

In the event of any discrepancy, the provisions of the GA and its annexes shall prevail over those of this service contract and any amendments thereto.

**Now, therefore, the parties hereto agree as follows:**

**Article 1. Subject matter**

AFNOR hereby engages the CONTRACTOR, which accepts, to perform, in accordance with a performance requirement, the project management of all the operations needed to complete the tasks assigned to it and which are set out in annex 1 of the GA and in the Tender documents (hereinafter the "Services").

## **Article 2. Obligations of the CONTRACTOR**

The CONTRACTOR agrees to use its best efforts in performing the Services in accordance with the GA and the best practices of its profession.

The CONTRACTOR agrees to:

- comply with a general obligation to give advice, information and warning regardless of AFNOR's expertise or level of knowledge; assign qualified staff with the time and resources needed to perform the Services perfectly;
- comply with the provisions of the GA, in particular Articles 11 (proper implementation), 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (privacy protection) and 17.3 (protection of the environment), 18 (specific rules for carrying out actions), 19 (information) and 20 (record keeping) of the GA.
- send AFNOR the name and job title of the person directly responsible for the performance of the Services;
- send AFNOR all the deliverables set out in the GA within the set deadlines;
- draw up and send to AFNOR, at the key stages of the project defined in the Annex to the GA, a report specifying the progress of the services carried out, i.e. an interim report and a final report in accordance with the requirements set out in Article 4.2 of the GA and according to the model proposed by CEN;
- draw up and send AFNOR a progress report regarding the Services on 31 December of each year;
- notify AFNOR of any modification pertaining to the organisation and performance of the tasks such as changes to the structure or the people responsible for the performance of the contract.

**2.1.** The CONTRACTOR agrees, under penalty of article 5 hereof, to comply with the agreed deadlines in accordance with the calendar set out in the GA and in the Tender documents.

**2.2.** Given that this contract forms part of a programme of the European Commission, the CONTRACTOR agrees to be audited regarding the performance of the services and the use of the sums paid by AFNOR. It consequently agrees to allow AFNOR and/or an audit company appointed by AFNOR and/or any body mentioned in article 25 of the GA, to access its premises and documents relating to the execution of the contract on simple request.

**2.3.** The CONTRACTOR must maintain and keep, for a period of 5 years from the last payment received, a file including the reports, minutes of the tasks undertaken within the context hereof, the time sheets of the person/people involved in the performance of the service, the assignment's expenses statement and the payments made to any authorised sub-contractors.

### **Article 3. Obligations of AFNOR**

AFNOR shall give the CONTRACTOR the information needed to effectively fulfil the Services. AFNOR shall appoint a primary point of contact in order to maintain dialogue throughout the different stages of the services entrusted.

Should the conditions defined in the Tender documents or in the GA be modified by a decision of the European Commission or CEN, AFNOR undertakes to inform the CONTRACTOR.

### **Article 4. Remuneration**

The price and payment terms are set out in Annex 2 ("Financial Terms") hereof.

AFNOR reject costs or contributions which are not eligible (in accordance with the provisions of Article 6 of the GA), in particular as a result of checks, examinations, audits or investigations (which may be carried out as described in Article 25 of the GA). The rejection may also be based on findings made in the context of other grants paid by the European Commission.

If AFNOR rejects fees or contributions, these will be deducted from the fees or contributions reported.



## **Article 5. Penalties**

If the contractual deadlines are not adhered to or in the event of a serious breach of its obligations, the CONTRACTOR shall be liable, simply by virtue of the fact that a delay or breach is noted, to financial penalties, the amount of which shall be fixed in proportion to the seriousness of the delay or breach concerned pursuant to the provisions of Article 138-2 of the European Regulation 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

The maximum amount of such penalties shall not exceed 10% of the total value of the remuneration provided for herein.

The penalties shall be applied independently of any other sanctions arising from the lateness or failure, including the possible termination of the contract and the terms set out in article 6 without the exclusion of a claim for damages.

## **Article 6. Term – Termination**

### **6.1. Term\***

This contract takes effect from **START DATE OF GA** and will terminate on the date on which the GA ends and/or under the provisions of the GA (Article 32).

### **6.2. Termination**

This contract may be automatically terminated early by either Party by recorded letter with acknowledgement of receipt, in the following instances:

- in the event of a serious failure of either Party to fulfil its obligations without remedy within fifteen (15) calendar days of the reception of the notification of the failures in question sent by recorded letter with acknowledgement of receipt, the other Party shall automatically be entitled to terminate the contract without prejudice to any claim for damages;
- in the event that the CONTRACTOR going into receivership without the contract being pursued by the receiver or the termination of its commercial activities, this contract shall automatically be terminated on the date of the adjudication of the receivership of the assets or on the day of the effective termination of the commercial activities if this contract is not pursued by the receiver;
- in the event of the termination of the GA by the CEN or the European Commission.

## **Article 7. Intellectual Property**

### **7.1 Principle of granting intellectual property rights relating to the Results**

The European Commission does not obtain ownership of the results produced under the action.

However, the beneficiaries of the GA must give each other and the other participants access to the tangible or intangible elements of the action, such as data, know-how or information, whatever their form or nature, whether or not they can be protected, as well as to the rights attached thereto, including the intellectual property rights resulting from the Services (hereinafter referred to as the "Results"), which have been identified as being necessary for the implementation of the action, subject to any specific rules set out in Annex 5 to the GA.

Consequently, the CONTRACTOR grants to AFNOR, in the form of a free, non-exclusive and irrevocable licence, which will transfer them to CEN, which will then transfer them to the European Commission:

- a) rights of use for the purposes of the European Commission and in particular making available to persons working for the Commission, other institutions, agencies and bodies of the Union and the

institutions of the Member States, as well as copying and reproduction in whole or in part and in an unlimited number of copies;

b) rights of public dissemination, including publication on paper and in electronic or digital form, publication on the Internet, including the Europa website, in the form of a downloadable or non-downloadable file, dissemination by any kind of public transmission, display or presentation technique, communication through press information services, inclusion in databases or widely accessible indexes;

c) translation rights;

d) access rights on individual request without reproduction or exploitation rights of the Council and the Commission;

e) storage rights in paper, electronic or other form;

f) archiving rights in accordance with the Commission's document management rules;

g) the rights to authorise or sub-licence the modes of exploitation referred to in points b) and c) to third parties.

This transfer shall be concluded for the entire world and shall produce its effects throughout the entire legal term of the protection of the intellectual property rights. The remuneration set out in this contract includes the transfer of the intellectual property rights.

The CONTRACTOR warrants and represents that AFNOR has free, full and undisturbed use of all easements of the transferred rights against any disturbances, claims and evictions. In particular, the CONTRACTOR warrants and represents that it has obtained the prior transfer of the intellectual property rights regarding the Results from its employee(s) or any authorised agents.

The following information about the CONTRACTOR will be inserted when the Result is disclosed by the European Commission: "© - year - name of the copyright owner All rights reserved. Licensed by the European Union under conditions. "

## **7.2 Exception for standardisation deliverables**

In view of the specific business model of the standards organisations, and in accordance with the provisions of Annex 5 of the GA, the access fees in the European standardisation actions referred to above do not include the following elements:

- the right to make standards and standardisation deliverables available to people working for other EU services (including institutions, bodies, offices, agencies, etc.) other than the EMEAE or to persons working for an institution or body of an EU Member State;

- to copy or reproduce them in whole or in part, in unlimited numbers; and communication through press information services

- the right to distribute standards and standardisation deliverables to the public (in particular, publication on paper and in electronic or digital format, publication on the Internet, in the form of a downloadable or non-downloadable file, dissemination through any channel, public exhibition or presentation, communication through the press information services, etc.) public presentation, communication through press information services, or inclusion in widely accessible databases or indexes)

- the right to edit or redraft standards and standardisation deliverables

- translation of standards and standardisation products

- processing, analysing and aggregating the standards and standardisation deliverables received and producing derived works.

## **Article 8. Non-disclosure**

Each party agrees not to disclose the data, information and various documents sent by the other party or to which it becomes exposed, even by coincidence, in the performance hereof. Each party agrees to enforce these provisions upon its agents and employees.

The data, information and various communicated documents to which the Parties are exposed may not be used for any other purposes than for the due and proper performance hereof.

This clause shall survive the termination or expiration of this contract and shall apply to the parties throughout the term of the contract and for an additional five (5) years.

## **Article 9. Transferability and sub-contracting**

This contract is entered into *out of consideration of the other party*. The CONTRACTOR shall not, without the prior express written consent of AFNOR, entrust the completion, in whole or in part, of the Services, for which it is responsible, to a third party. In any case, the CONTRACTOR shall be exclusively responsible for paying the sub-contractor and shall assume full responsibility for any failure attributable to this sub-contractor, without AFNOR incurring any liability whatsoever.

## **Article 10. Liability, Insurance, Compliance with legislation**

The CONTRACTOR shall assume full liability for the performance of all the obligations entrusted to it by this contract and shall indemnify AFNOR for any losses caused by itself, its employees or any of its agents. If the CONTRACTOR fails to comply with any of its obligations under this contract, the amount to be paid to it may be reduced as set out in the "Penalties" section above.

The CONTRACTOR warrants and represents that it has taken out a business liability insurance policy with a well-known reputable company, whose certificate, which is valid for the year on which the contract is signed, shall be sent to AFNOR. AFNOR reserves the right to request a valid insurance certificate for each year during which the contract is performed.

Whatever the circumstances, the CONTRACTOR shall act in accordance with currently applicable laws and regulations.

The SERVICE SUPPLIER provides AFNOR, a French client subject to article D 8222-5 of the French Labour Code, with the following information:

- documentary evidence of the company's registration on concluding the Contract: e.g. an extract of the registration with the Trade and Companies Register (K or K bis); an identification card proving registration with the directory of trades; a receipt for the submission of a declaration to a business formalities centre for natural persons or legal entities whose registration is in progress;
- on concluding the Contract and for an additional six (6) months, a certificate from the social welfare authorities for the recovery of contributions declaring that the corporate declarations have been submitted and the Social Security contributions have been paid;
- on concluding the Contract, the list of the names of the foreign employees requiring work permits assigned to carrying out the Services within Europe. This list shall provide the following information for each employee concerned: recruitment date (1st), nationality (2nd), type and order number of the work permit document (3rd).

## **Article 11. Miscellaneous provisions**

### **11.1. Legal nature of the agreement**

The relationship formed between the parties and that of independent and autonomous businesses. None of the clauses in this contract may be construed as granting either party the power to govern the activities of the other party. Nothing in the form or intention of this contract shall imply the constitution of a company de jure or de facto.

### **11.2. Invalidity**

Should any of the causes of this contract be deemed contrary to applicable regulations, it shall be deemed invalid, but shall not lead to the invalidity of the rest of the contract. Each party shall strive to replace the clause with a similar provision that does not modify the economic balance of the contract.

### **11.3. Modification of the contract**

This contract may only be modified by a written amendment that is signed by the representatives of the parties who have been duly authorised to this end.

Consequently, if the SA is modified by an amendment, the parties shall agree to sign a corresponding amendment.

## **Article 12. Governing law and the settlement of disputes**

This contract, along with any acts resulting from it, is governed by French law. In the event of a dispute arising from the interpretation, formation or execution of the contract, the parties undertake to seek an amicable solution. If such a solution cannot be reached, the dispute will be brought before the exclusive jurisdiction of the courts of Bobigny, including in the event of a warranty claim, several defendants or summary proceedings.

## **Article 13. Signature\***

The Parties expressly agree that the Contract may be signed electronically and declare that they accept the fact of expressing and materialising their consent by means of a secure authentication system proposed by AFNOR and organised from a platform managed by a specialised service provider.

The electronic signature thus used replaces the handwritten signature in accordance with the provisions of Articles 1366 and 1367 of the Civil Code and implementing decree no. 2017-1416 of 28 September 2017 on electronic signatures, transposing Regulation (EU) no. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market.

The Parties agree not to challenge the content, reliability, integrity or evidential value of a document and the information it contains on the sole ground that the document is drawn up on an electronic medium and not on paper. By express agreement between the Parties, electronic media are deemed, in the absence of proof to the contrary, to have the same degree of reliability and the same legal value as paper media, and an electronic signature is deemed to have the same legal value as a handwritten signature. In accordance with paragraph 4 of article 1375 of the French Civil Code, the Contract is drawn up in a single original digital copy, a copy of which will be delivered to each of the Parties directly by AFNOR's specialised service provider.

**The electronic signature of the Parties and the authentication stamp appear on the last page of the Contract**

**For AFNOR,**  
Olivier PEYRAT  
Director General

**For the CONTRACTOR**  
**FIRST NAME AND LAST NAME OF AUTHORISED**  
**REPRESENTATIVE**  
**ROLE OF AUTHORISED REPRESENTATIVE**

## ANNEX 1 - GA + Tender documents

## ANNEX 2 – FINANCIAL TERMS

### 1. Eligibility of costs

To be eligible, the costs included in the CONTRACTOR's price must comply with the eligibility conditions defined in Articles 6 and 8 of the GA and be calculated on the basis of the costs actually incurred.

### 2. Price\*

The price is quoted in euros, exclusive of VAT, and shall therefore be increased by the value of the taxes applicable on the invoice date.

In return for the completion of the Services by the CONTRACTOR, AFNOR shall pay the maximum firm all-inclusive and non-revisable price of: **MAXIMUM PRICE (IN NUMBERS AND IN EUROS) PAID BY AFNOR € excl. of VAT**

This price includes the transfer of intellectual property rights relating to the Results as well as the mission expenses invoiced in real terms and for which the supporting documents must imperatively be transmitted to AFNOR.

### 3. Payments

#### 3.1. Invoicing procedure

The CONTRACTOR shall send AFNOR an invoice on the signature hereof and at every key stage of the project, as set out in the appendix of the GA **and in the Tender documents**.

Each invoice must include the following information, in addition to the legal notices: the references to the GA and those of the purchase order given by AFNOR.

#### 3.2. Declaration of costs

Each invoice must comply with the requirements set out in the appendix of the GA and be by the following signed

*"I, the undersigned ..... represent the following, within the context of the contract [GA No. CEN/GA REFERENCE] concluded with*

*- having completed the services agreed in the contract, [from ... to ...], i.e. [Number] days (full-time equivalence*

*- having spent € ..... incl. of VAT, for the incidental costs associated with the*

#### 3.3. Conditions for triggering the payment

All the payments, which follow the initial payment are only triggered if all of the following conditions are fulfilled:

- the acceptance by the European Commission of the interim and final reports as set out in the GA;
- if the CONTRACTOR has fulfilled all its contractual obligations on the date when the invoice is presented;
- if all the documentary evidence for the expenses incurred has been sent;
- if the invoice procedure has been followed;
- if the aforementioned cost declaration has been completed and signed;
- if AFNOR has received the funds attributed to the Services from the European Commission, through the CEN.

Consequently, if, for whatever reason, the European Commission does not pay the dedicated funds to AFNOR, the latter shall be unable to pay the CONTRACTOR and shall assume no liability for this situation.

### **3.4 Payment schedule**

- **First payment** in the amount of **AMOUNT OF THE FIRST PAYMENT REPRESENTING 25% (IN EUROS) €** (25%), upon signing this contract.
- **Second payment** in the maximum amount of **AMOUNT OF THE SECOND PAYMENT (IN EUROS) €** (**PERCENTAGE REPRESENTED BY THE SECOND PAYMENT AMOUNT %**) upon acceptance of the second interim report and the financial justifications by the European Commission and provided that the invoicing arrangements have been respected and that the cumulative conditions referred to in Article 3.3 above are met.
- **Payment of the balance**, upon acceptance of the final report and financial statements by the European Commission and provided that the invoicing arrangements have been respected and that the cumulative conditions referred to in Article 3.3 above are met.

### **3.5 Payment procedure**

Subject to the compliance with the aforementioned cumulative conditions, the payments will be made by bank transfer to a euro-denominated bank account within sixty (60) days of the reception date of the correctly presented invoice.

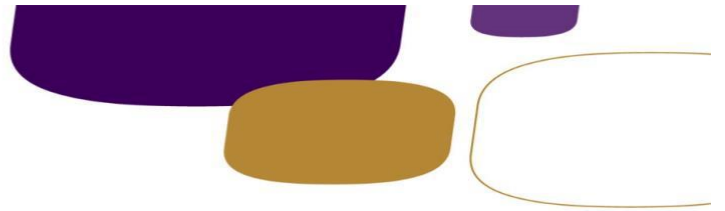
### **3.6. Retroactive request**

If the European Commission should retroactively claim the funds paid to AFNOR for the payment of the CONTRACTOR, which have already been paid by AFNOR to the CONTRACTOR, AFNOR shall have the right to claim the said funds from the CONTRACTOR within the period imposed by the European Commission and will send a request to that end. In this case, the CONTRACTOR agrees to return the said funds to AFNOR within the period imposed by the European Commission without having to provide any grounds other than those invoked by the European Commission.





# Annex III



## Fiche Contrat / *Contract form*

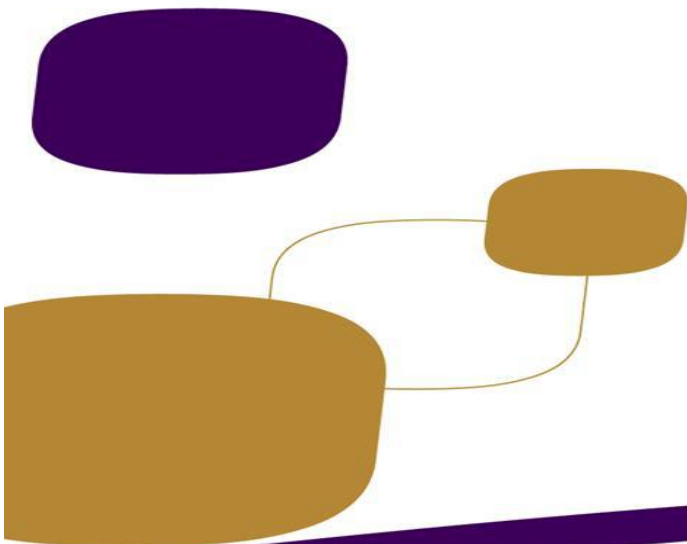
Données prestataires / contrat - Observations par rapport au contrat /  
*Supplier information / Comments in relation to the contract clauses*

Date de l'offre / <i>date of commerciale proposal</i> :	
Nom du Candidat ( ou sous-traitant) / <i>Name of the Applicant (or subcontractor)</i> :	
Contact / <i>contact</i>	
Téléphone / <i>Phone number</i>	

**MERCI DE BIEN VOULOIR COMPLETER L'ENSEMBLE DES ONGLETS !  
L'ABSENCE D'OBSERVATION SUR LE CONTRAT VAUT ACCEPTATION DE L'ENSEMBLE DES CONDITIONS DU CONTRAT  
PROPOSE**

*PLEASE COMPLETE ALL THE TABS!*

*THE ABSENCE OF ANY COMMENT ON THE CONTRACT IMPLIES ACCEPTANCE OF ALL THE CONDITIONS OF THE PROPOSED CONTRACT*



## Fiche contrat | Données prestataire /

Contract form | Supplier information

Les données de la présente fiche permettra d'établir les documents contractuels à AFNOR dans le cas où votre offre est retenue  
The information in this document will be used by AFNOR to prepare the contract documents in case your proposal is accepted.

<b>Intitulé du marché / Title of the contract</b>	
<b>Nom du Candidat ( ou sous-traitant) /</b> <i>Name of the Applicant (or subcontractor) :</i>	
<b>Prestation(s) sous-traitées (nature de la prestation)</b> <i>/ Subcontracted service(s) (nature of service):</i>	
<b>Coordonnées de l'entreprise (contrat) / Company details (contract)</b>	
<b>Dénomination sociale / Company name :</b>	
<b>Adresse / Address :</b>	
<b>Code postal - Ville - Pays / Postal code - City - Country :</b>	
<b>Forme juridique / Legal form :</b>	
<b>Montant du capital en euros / Amount of capital in Euros :</b>	
<b>Siret et ville d'immatriculation / Registration number</b>	
<b>Prénom/Nom/qualité du représentant légal /</b> <i>First name &amp; Last name/job title of the legal representative :</i>	

<b>Interlocuteurs des parties durant la mission / Contact persons for the parties during the contract</b>		
<b>Rôle / Role</b>	<b>Gestion du contrat et conditions commerciales</b> <i>/ Contract management and commercial conditions</i>	<b>Interlocuteur opérationnel : Déroulement de l'exécution</b>
<b>Prénom Nom / First name - Last name</b>		
<b>Fonction / Job title</b>		
<b>Téléphone et e-mail / Phone and e-mail</b>		

## Fiche contrat | Observations par rapport au contrat (si applicable)

Contract form | Comments in relation to the contract clauses (if applicable)

<b>Intitulé du marché /</b> <i>Title of the contract</i>
<b>Nom du Candidat ( ou sous-traitant)</b> <i>/ Name of the Applicant (or subcontractor) :</i>
<b>Référence Dossier /</b> <i>file reference :</i>

Dans le cas où plusieurs contrats sont proposés, par type de prestation (ex. prestations d'intégration, prestations de maintenance,...) faire une section par contrat. *If several contracts are being proposed, by type of service (e.g. integration services, maintenance services, etc.) please create separate sections per contract.*

### Titre du contrat

<b>Article /</b> <i>article</i>	<b>Modification proposée /</b> <i>requested modifications</i>

### RGDP (si applicable) / *GDPR (General Data Protection Regulation) if applicable*

<b>Les Données à caractère personnel traitées dans le cadre du marché : *Exemples : civilité, adresse postale, adresse mail, centre de préférences, n° de tel fixe, n° tel portable...</b> <i>The personal data processed within the framework of the contract: *Examples: title, postal address, e-mail address,</i>	
<b>Les catégories de personnes concernées : *Exemples : clients, prospects, personnes certifiées, stagiaires (formation), collaborateurs...</b> <i>The categories of persons concerned :</i> <i>*Examples: customers, prospects, certified persons, trainees (training),</i>	



