FIDH INTERNATIONAL FEDERATION FOR HUMAN RIGHTS

ANNEX H

DECLARATION OF INTEGRITY, ELIGIBILITY, AND ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

(To be provided, signed, and submitted with the application, without modification of the text)

Title of the offer or proposal: Final evaluation of the program "Contributing to the Sustainable Development Goals – Support Program for the Rule of Law Respectful of Human Rights in Southern Countries" (the "Contract")

To: The International Federation for Human Rights (FIDH) (the "Contracting Authority")

1. We acknowledge and accept that the French Development Agency ("AFD") finances the Contracting Authority's projects only under its own conditions, as determined by the Financing Agreement that binds AFD directly or indirectly to the Contracting Authority. Consequently, no legal relationship exists between AFD and our company, consortium, suppliers, contractors, consultants, or subcontractors. The Contracting Authority remains solely responsible for the preparation, implementation, and management of the procurement process and contract performance. Depending on the type of contract (works, supplies, equipment, intellectual services (consultants), or other service contracts), the Contracting Authority may also be referred to as the Client or Buyer.
2. We hereby certify that neither we, nor any member of our consortium, nor any of our suppliers, contractors, consultants, or subcontractors, are in any of the following situations:

   2.1 Being bankrupt, under liquidation, administration, receivership, or any similar situation resulting from a comparable procedure under national law.

   2.2 Having been subject to:

   a. A conviction rendered less than five years ago by a final judgment in the country where the Contract is to be performed, for fraud, corruption, or any offence committed in connection with the award or execution of a contract (in the event of such a conviction, we may attach to this Declaration of Integrity additional information demonstrating that this conviction is not relevant to the Contract);
   b. An administrative sanction imposed less than five years ago by the European Union or by the competent authorities of the country in which we are established, for fraud, corruption, or any offence committed in connection with the award or execution of a contract (in the event of such a sanction, we may attach to this Declaration of Integrity additional information demonstrating that this sanction is not relevant to the Contract);

c. A conviction rendered less than five years ago by a final judgment, for fraud, corruption, or any offence committed in connection with the award or execution of a contract financed by AFD.

2.3 Being listed on financial sanctions lists adopted by the United Nations, the European Union, and/or France, under measures relating to the fight against the financing of terrorism and against threats to international peace and security;

2.4 Having been subject, within the past five years, to contract termination for exclusive fault due to a serious or persistent breach of our contractual obligations during the performance of a previous contract, provided that such termination has not been contested by us or has not been overturned by a court decision;

2.5 Having failed to meet our obligations regarding the payment of taxes in accordance with the legal provisions of the country in which we are established or those of the Contracting Authority's country;

2.6 Being subject to an exclusion decision issued by the World Bank and, as such, appearing on the list published at http://www.worldbank.org/debarr (in the event of such an exclusion, we may attach to this Declaration of Integrity additional information demonstrating that this exclusion is not relevant to the Contract);

2.7 Having submitted false documents or made false declarations when providing the information required by the Contracting Authority in connection with this procurement and contract award process.

3. We hereby certify that neither we, nor any member of our consortium, nor any of our suppliers, contractors, consultants, or subcontractors, are in any of the following situations of conflict of interest:

3.1. Being a controlling shareholder of the Contracting Authority, or a subsidiary controlled by the Contracting Authority, unless the resulting conflict has been disclosed to AFD and resolved to its satisfaction;

3.2 Having business or family relationships with any staff member of the Contracting Authority involved in the procurement process or in the supervision of the resulting Contract, unless the resulting conflict has been disclosed to AFD and resolved to its satisfaction;

3.3 Controlling or being controlled by another bidder or consultant; being under the control of the same company as another bidder or consultant; receiving from, or granting to, another bidder or consultant, directly or indirectly, subsidies; having the same legal representative as another bidder or consultant; maintaining, directly or indirectly, contacts with another bidder or consultant that allow access to, or the

exchange of, information contained in our respective bids or proposals, or that may influence them, or that may influence the decisions of the Contracting Authority;

3.4 Being engaged in an assignment of intellectual services which, by its nature, may prove to be incompatible with our duties on behalf of the Contracting Authority;

3.5 In the case of a procedure for the award of a contract for works, supplies, or equipment:

a. Having ourselves prepared, or having been associated with a consultant who prepared, the specifications, drawings, calculations, or other documents used in connection with the procurement procedure;
b. Being, ourselves or through any firm with which we are affiliated, recruited or to be recruited by the Contracting Authority to perform supervision or control of the works under the Contract.

4. If we are a public institution or a state-owned enterprise, we certify, in order to participate in a competitive procurement procedure, that we enjoy legal and financial autonomy and that we are managed according to the rules of commercial law.

5. We undertake to promptly inform the Contracting Authority, which shall in turn inform AFD, of any change in our situation with regard to points 2 to 4 above.

6. In the context of the award and performance of the Contract:

6.1 We have not committed and will not commit any dishonest act (action or omission) intended to deliberately deceive others, to intentionally conceal information, to mislead or vitiate their consent, or to induce them to circumvent legal or regulatory obligations and/or to violate their internal rules in order to obtain an illegitimate benefit.

6.2 We have not committed and will not commit any dishonest act (action or omission) in breach of our legal or regulatory obligations and/or our internal rules in order to obtain an illegitimate benefit.

6.3 We have not promised, offered, or granted and will not promise, offer, or grant, directly or indirectly, to (i) any person holding a legislative, executive, administrative, or judicial office within the State of the Contracting Authority—whether appointed or elected, permanent or temporary, paid or unpaid, and at any hierarchical level—(ii) any other person exercising a public function, including for a public agency or state-owned enterprise, or providing a public service, or (iii) any other person defined as a public official in the State of the Contracting Authority, any undue advantage of any kind, for

themselves or for another person or entity, in order for such person to act or refrain from acting in the performance of their official duties.

6.4 We have not promised, offered, or granted and will not promise, offer, or grant, directly or indirectly, to any person who manages or works for a private-sector entity, in any capacity whatsoever, any undue advantage of any kind, for themselves or for another person or entity, in order for such person to act or refrain from acting in breach of their legal, contractual, or professional obligations.

6.5 We have not committed and will not commit any act that could influence the procurement process to the detriment of the Contracting Authority, including any anti-competitive practice having the purpose or effect of preventing, restricting, or distorting competition, in particular by limiting access to the Contract or the free exercise of competition by other firms.

6.6 Neither we, nor any member of our consortium, nor any subcontractor, shall acquire or supply equipment, nor operate in sectors subject to embargoes imposed by the United Nations, the European Union, or France.

6.7 We undertake to comply with, and to ensure that all our subcontractors comply with, internationally recognized environmental and social standards, including the fundamental conventions of the International Labour Organization (ILO) and international conventions for the protection of the environment, in accordance with the laws and regulations applicable in the country where the Contract is performed. Furthermore, we undertake to implement environmental and social risk mitigation measures when such measures are indicated in the Environmental and Social Management Plan provided by the Contracting Authority.

7. We, together with the members of our consortium, suppliers, contractors, consultants, and subcontractors, authorize AFD to examine the documents and accounting records relating to the award and execution of the Contract and to submit them for audit by auditors appointed by AFD.

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ANNEX H

Name: _____

Position: _____

Duly authorized to sign for and on behalf of[1]: _____

Signature: _____ Date: _____[1]

[1] In the case of a consortium, indicate the name of the consortium. The person signing the bid, proposal, or application on behalf of the bidder, consultant, or candidate shall attach the power of attorney granted to them by the bidder, consultant, or candidate.