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Ready 360°

CROIX-ROUGE FRANÇAISE
PIRAC

ENTITY NAME : Département Communication PIRAC
International Operations Department
VERSION : 01 | DATE D'APPLICATION : 10/2026
DATE DE RÉVISION : 10/2026

Terms of Reference

PROMOTION, MEDIA RELATIONS AND BROADCASTING OF THE SONG AND MUSIC VIDEO ACROSS THE CARIBBEAN

GENERAL INFORMATION

CRF Project Code and Project Title	PF272 – Ready 360°
Activity Title	R3.A3 Dissemination of messages through targeted media (TV, radio, social media, outdoor advertising, etc.) as part of the development of the campaign's awareness-raising activities, including awareness messages and the Caribbean song on disaster risk prevention and climate change.
Activity Location	8 Caribbean territories: Antigua and Barbuda, Dominica, Grenada, Guadeloupe, Martinique, Saint Kitts and Nevis, Saint Lucia, and Saint Vincent and the Grenadines
Activity Managers (Name and Position)	Emmeline Da Silva (Communications Manager) and Sandrine Désiré (Regional Project Manager)
Planned Period / Dates	1 December 2026 to 15 March 2027

TABLE OF CONTENTS

TABLE OF CONTENTS 1
1. CONTEXT AND RATIONALE 2
1.1 PIRAC 2
1.2 The READY 360° / 3 Oceans Programme 2
1.3 The Awareness-Raising Song 3
2. OBJECTIVES OF THE ASSIGNMENT 4
2.1 Overall objective 4
2.2 Specific objectives 4
3. GEOGRAPHICAL SCOPE AND LOTS 4
LOT 1 – Guadeloupe and Martinique 4
LOT 2 – English-speaking Caribbean 5
4. SERVICES EXPECTED 5
4.1 Strategy development 5
4.2 Radio promotion and programming 5
4.3 TV promotion and programming 6
4.4 Press and online media relations 6
4.5 Interviews and media appearances 6
4.6 Identification of media partnership opportunities 6
4.7 Press relations materials 7
5. PERFORMANCE OBJECTIVES AND INDICATORS 7
6. PROVISIONAL TIMELINE 7
7. EXPECTED DELIVERABLES 8
8. COORDINATION WITH PIRAC 9
9. SERVICE PROVIDER PROFILE 9
10. SELECTION CRITERIA 9
11. OWNERSHIP OF DELIVERABLES 10
12. SUBMISSION REQUIREMENTS 10
13. DEADLINE FOR SUBMISSION 11

1. CONTEXT AND RATIONALE

1.1 PIRAC

Established in 2005, PIRAC (Regional Intervention Platform for the Americas and the Caribbean) is the representative delegation of the French Red Cross (FRC) for the Caribbean region, based in Guadeloupe. It is also the operational mechanism through which the French Red Cross implements humanitarian action and regional cooperation in the Caribbean.

PIRAC provides support to populations affected by major disasters across the Caribbean and works to strengthen the resilience and preparedness capacities of populations in the French territories and countries of the Caribbean arc.

1.2 The READY 360° / 3 Oceans Programme

The **READY 360° / 3 Oceans programme** aims to build more comprehensive and greener resilience across Caribbean territories by strengthening disaster preparedness and response capacities at all levels, from individuals and families, to organisations and businesses, and up to regional institutional coordination for disaster risk management.

The programme's institutional partners are the **Organisation of Eastern Caribbean States (OECS)** and the **Caribbean Disaster Emergency Management Agency (CDEMA)**.

Eight Caribbean territories are involved in the programme:

- Antigua and Barbuda;
- Dominica;
- Grenada;
- Guadeloupe;
- Martinique;
- Saint Kitts and Nevis;
- Saint Lucia;
- Saint Vincent and the Grenadines.

One of the expected outcomes of the programme is to contribute to strengthening the resilience of Caribbean citizens through improved information, awareness and preparedness for disasters and crises.

To this end, several activities have been implemented to strengthen risk awareness and the resilience of Caribbean populations to natural hazards and the impacts of climate change, by ensuring the broad dissemination of disaster risk awareness messages and increasing the visibility of tools developed under the READY 360° / 3 Oceans programme.

These activities include the regional awareness campaign **"It's Your Move!"** and the regional **Caribbean Risks** portal.

The *It's Your Move!* campaign uses a range of awareness-raising materials, including infographics, testimonial videos and posters, to make preparedness messages accessible and relevant to Caribbean populations. These materials are available in French and English.

The **Caribbean Risks** portal was developed as a regional reference resource for the general public. It brings together reliable, accessible information adapted to the realities of Caribbean territories, with the aim of informing, raising awareness and helping citizens prepare for the main natural hazards to which they are exposed.

TV and radio awareness spots are also currently being produced and are scheduled for broadcast in November/December.

1.3 The awareness-raising song

As part of the awareness campaign, a regional song dedicated to natural hazard prevention is being produced in collaboration with S.Rise, a Caribbean artist (biography in the appendix).

Performed in English, Creole and French and combining dancehall and amapiano influences, the song conveys messages about natural hazards, the importance of communities, preparedness and the need to take action in response to disasters and the effects of climate change. Moving away from the usual codes of prevention campaigns, the song uses music as a different way of conveying these messages. It is a genuine artistic proposition designed to reach audiences without taking the form of an institutional message.

An official music video accompanies the release of the song and is directed by Dimitry Zandronis (biography in the appendix).

A choreography will also be associated with the song, supported by collaborations with Caribbean micro-influencers and content creators to encourage the song's circulation and uptake on social media.

The song and its music video are awareness-raising tools in their own right, designed to reach a broad audience through a popular cultural format.

The purpose of this tender is to maximise the visibility of the song and music video in Caribbean media, particularly on radio stations and television channels, in order to reach the population as widely as possible.

2. OBJECTIVES OF THE ASSIGNMENT

In summary: to secure as many broadcasts of the song and music video as possible across the eight territories, prioritising free broadcasts (earned media) while securing a proportion of broadcasts through a dedicated purchasing budget.

The assignment shall notably aim to:

- Secure broadcasts of the song on selected radio stations;
- Obtain broadcasts of the music video on relevant television channels;
- Identify and engage music programmers and broadcasters likely to feature the content voluntarily;
- Identify additional opportunities for interviews or appearances by the artist and project representatives on radio and TV programmes;
- Identify and develop partnerships with radio stations and/or television channels, which may include launch support, enhanced programming or regular promotion of the song and music video;
- Use the purchasing budget to fund or support broadcasts (see Section 6), in addition to media relations activities.

3. BALANCE BETWEEN EDITORIAL COVERAGE AND PAID ADVERTISING

The strategy shall prioritise editorial coverage and unpaid broadcasts (earned media), drawing on the service provider's network and relationships with local and regional media. This approach aims to encourage the song and music video to be included organically in radio and television programming, while also identifying opportunities for partnerships with broadcasters.

However, as such coverage depends on media editorial decisions, it cannot be guaranteed. The service provider shall therefore also propose a complementary paid advertising strategy to secure a proportion of broadcasts and strengthen coverage across the target territories.

4. GEOGRAPHICAL SCOPE AND LOT STRUCTURE

The tender is divided into two geographical lots. Both lots include the same services and differ only in their geographical scope.

LOT 1 – Guadeloupe and Martinique

The service provider shall promote and secure distribution of the song and music video in:

- Guadeloupe
- Martinique

LOT 2 – English-speaking Caribbean

The service provider shall promote and secure distribution of the song and music video in the following six territories:

- Antigua and Barbuda
- Dominica
- Grenada
- Saint Kitts and Nevis
- Saint Lucia
- Saint Vincent and the Grenadines

Applicants may bid for one lot or both lots, provided they demonstrate their ability to deliver the services within the relevant geographical scope.

Coverage of all territories included in the lot for which the applicant is bidding is an essential requirement.

Subcontracting and joint bidding (consortium) are permitted, particularly to ensure coverage of all territories in Lot 2. In such cases, the proposal shall specify the lead partner, each partner's role and the territories covered by each. The lead partner shall remain PIRAC's sole point of contact.

5. SERVICES EXPECTED

For each lot, the service provider shall propose and implement a promotional strategy tailored to the media landscape of the territories concerned.

5.1 Development of the media strategy

The service provider shall:

- Analyse the radio and television landscape in the territories concerned;
- Identify priority radio stations, television channels, programmes and music programmers;
- Develop a strategy combining paid advertising with outreach to broadcasters to secure voluntary programming;
- Propose a broadcast schedule aligned with the release of the song and music video;
- Identify opportunities for media partnerships or collaborations.

Particular attention will be paid to the service provider's ability to mobilise an existing network of contacts within radio stations and television channels.

5.2 Radio promotion and broadcasting

Radio broadcasting is a priority component of the assignment.

The service provider shall:

- Identify relevant radio stations and TV channels in each territory;
- Negotiate paid advertising or any other paid arrangement that can secure broadcasts of the song, in line with each media outlet's local practices (see Section 6);
- Approach music programmers and DJs to encourage the song's voluntary inclusion in playlists and programmes;
- Arrange delivery of the song and the information required for its programming;
- Monitor broadcasts and manage relationships with broadcasters.

Applicants shall specify the radio stations targeted, the proposed broadcasting arrangements and the estimated number of plays they expect to secure, distinguishing between paid broadcasts and free editorial broadcasts. For free broadcasts, a reasoned estimate will be sufficient.

5.3 TV promotion and broadcasting

The service provider shall:

- Identify television channels and programmes likely to broadcast the music video;
- Propose paid advertising or any other paid arrangement to secure broadcasts of the music video, where relevant;
- Approach channels and programming managers to encourage free editorial broadcasts;
- Monitor the broadcasts secured.

Applicants shall specify the channels targeted, the proposed broadcasting arrangements and the proposed number of broadcasts, distinguishing between paid broadcasts and free editorial broadcasts. For free broadcasts, a reasoned estimate will be sufficient.

5.4 Additional promotional opportunities

The service provider shall identify and propose opportunities for interviews or appearances by the artist, the music video director or project representatives on radio and television programmes.

These appearances will complement the broadcasting of the song and music video. They will notably provide an opportunity to present the project led by PIRAC, explain the approach behind this initiative and raise public awareness of the importance of understanding natural hazards and adopting appropriate protective actions.

They may also provide an opportunity to introduce the Caribbean Risks portal, which offers clear, reliable and up-to-date information to help people better understand risks and prepare for them.

Interviews may be conducted remotely. The artist, director and PIRAC team will only be able to travel in person within Guadeloupe.

5.5 Promotional materials

PIRAC will provide the service provider with the final audio and video files of the song and music video.

The press kit / EPK will be developed by PIRAC. The service provider may make recommendations to adapt or optimise this material to meet the expectations of the target media.

The service provider may also make recommendations regarding additional presentation materials to be shared with the media, as well as the provision of documents such as a letter of assignment.

6. BUDGET AND BROADCASTING OBJECTIVES

The indicative budget available for purchasing advertising space is between EUR 8,000 and EUR 12,000 for both lots combined.

This budget will be allocated as follows: 60% to Lot 1 (Guadeloupe and Martinique, due to media costs) and 40% to Lot 2 (English-speaking Caribbean), i.e. approximately EUR 4,800 to EUR 7,200 for Lot 1 and EUR 3,200 to EUR 4,800 for Lot 2.

This budget does not include the service provider's fees. No budget envelope has been specified for fees: each applicant shall include its fees in its financial proposal, clearly separate from the media purchasing budget.

How the media purchasing budget will work: the purchasing budget is intended to secure additional broadcasts of the song and music video, alongside free broadcasts. Sales practices vary between media sales houses and outlets (advertising spots, sponsorship, paid programming or other arrangements). For each media outlet, the service provider shall propose the arrangement it considers most appropriate. Each purchase must be supported by proof of payment (invoice, signed quotation or insertion order), together with a broadcast log or broadcast certificate. The service provider shall be responsible for making payments for media purchases.

Applicants shall prioritise a strategy that maximises the number of broadcasts and geographical coverage, taking into account the earned media strategy and the available budget.

Paid broadcasts and free editorial broadcasts must be clearly distinguished. The latter cannot be guaranteed, as programming decisions are made by the broadcasters.

7. PROVISIONAL TIMELINE

The song and music video are scheduled for release on 11 January 2027.

Stage	Indicative period
Campaign scoping and preparation	December 2026 – early January 2027
Song and music video release	11 January 2027
Main promotion and broadcasting	January – February 2027
Broadcast monitoring and evaluation	Late February 2027

The service provider shall propose an operational schedule specifying broadcast periods, key milestones and monitoring arrangements.

8. EXPECTED DELIVERABLES

For each lot, the expected deliverables are:

1. Media plan and broadcasting strategy

- Target media and broadcasters by territory;
- Proposed balance between editorial broadcasts and paid advertising;
- Estimated broadcast volumes and budget;
- Operational schedule.

2. Campaign monitoring

- Tracking table of media contacted and negotiations;
- Monitoring of purchases and programming secured;
- Record of broadcasts actually delivered, by media outlet and territory.

3. Final report

- Summary of activities carried out and broadcasts secured;
- Clear distinction between paid and free broadcasts;
- Number of broadcasts delivered and available audience figures;
- Any discrepancies between planned and actual broadcasts.

9. COORDINATION WITH PIRAC

The service provider shall work in close coordination with PIRAC's Communications team.

In particular, the service provider shall:

- Attend a kick-off meeting at the start of the assignment;
- Submit the media plan and schedule for approval;
- Keep PIRAC regularly informed of the progress of negotiations and broadcasts;
- Promptly report any difficulty or change that may affect the campaign;
- Provide available proof of broadcast.

PIRAC will oversee the overall coordination of the assignment and remain the point of contact for approvals and decisions.

10. SERVICE PROVIDER PROFILE

The service provider shall have:

- Demonstrable experience in music promotion and/or media planning and media buying;
- An established network of contacts with radio stations, music programmers and television channels in the territories concerned;
- Good knowledge of the local media landscape;
- The ability to negotiate broadcasting arrangements and secure editorial programming;
- The ability to work in French and/or English, depending on the lot concerned.

For Lot 2, knowledge of the six English-speaking territories concerned and the ability to mobilise a regional network will be particularly valued. These skills may be brought together through a consortium or subcontracting arrangements (see Section 4).

11. SELECTION CRITERIA

Criteria	Indicative weighting
Relevance of the strategy and understanding of the objectives	30%
Experience and references in music promotion and media broadcasting	15%
Quality and reach of the media and programmer network that can be mobilised	15%
Timeline	10%
Price / value for money	30%
TOTAL	100%

The quality of the network will be assessed based on the media outlets and programmers the service provider can actually access, rather than solely on the number of contacts claimed.

12. OWNERSHIP OF DELIVERABLES

Documents, tools and deliverables produced as part of the assignment may be used by the READY 360° / 3 Oceans programme and its partners for their communication and awareness-raising activities.

Rights relating to the song, music video and associated content are governed by the agreements concluded with the relevant rights holders. The service provider shall comply with the terms of use and distribution communicated by PIRAC.

13. SUBMISSION REQUIREMENTS

Applicants shall submit a proposal including the following:

- Service provider presentation (Table 1)
- Presentation of the organisation and the team assigned to the project (Table 1);
- Two to three relevant references in music promotion and media broadcasting (Table 1);
- Experience in the territory or territories concerned;
- Presentation of the media and programmer network that can be mobilised (Table 2).
- Applicants may use the following tables to prepare their response:

Table 1

Item	Response
Organisation name and lot(s) applied for	
Lead partner, consortium members and subcontractors (name, role, territories)	
Team assigned (names and positions)	
Relevant references (2 to 3: client, year, one-line result)	

Table 2

Territory	Target radio and TV outlets	Relationship with the media outlet (direct contact, through partner, none)	Estimated free broadcasts	Proposed paid broadcasts / Estimated cost (EUR)
…	…	…	…	…

Technical proposal

- The proposed methodology for prioritising media relations activities and securing unpaid editorial broadcasts before, if necessary, using additional paid advertising;
- The media outlets and broadcasters targeted in each territory, together with estimated broadcast volumes, clearly distinguishing between the editorial coverage sought and broadcasts that can be guaranteed through paid advertising;
- How the purchasing strategy will be adjusted in response to media feedback and identified editorial broadcasting opportunities;
- The estimated budget for the proposed advertising purchases;
- Operational schedule;
- Monitoring and reporting arrangements.

Financial proposal

- Breakdown of fees and service-related costs;
- Budget allocated to radio and TV advertising purchases;
- Costs and broadcast volumes by territory and media outlet;
- Total proposed amount.

- Applicants bidding for both lots shall submit a separate financial proposal for each lot, specifying the allocation of the overall available budget.

14. LISTENING TO THE SONG AS PART OF THE TENDER PROCESS

As the song has not yet been registered with SACEM, it cannot be freely distributed. To enable applicants to prepare a proposal without having listened to the song, the information required to assess the title is provided in Section 1.3 and Appendix 1 (biographies).

The song may be shared with applicants who wish to listen to it before submitting their technical proposal, so that they can assess the track and evaluate their interest in and ability to promote it to the media.

To access the song, applicants must request it by email from PIRAC and attach the confidentiality agreement included in the appendix to these Terms of Reference, duly completed and signed (electronic signatures are accepted).

The track is provided solely for listening purposes in connection with this tender. Any distribution, reproduction or sharing with third parties is prohibited.

15. SUBMISSION DEADLINE

The proposal must be submitted by 30 November 2026 at 12:00 a.m. Guadeloupe time (UTC-4), with the reference “PF272_ABY_ABY_2026_0166 RP_Chanson_V2”, together with the following administrative documents:

- Company registration certificate ;
- Tax compliance certificate;

Please send the proposal to:

- Séverine Couchy, Procurement Officer: severine.couchy@croix-rouge.fr

- Copy: Emmeline Da Silva, Communications manager : emmeline.dasilva@croix-rouge.fr, and Sandrine Désiré, Regional Project Manager : sandrine.desire@croix-rouge.fr

ANNEX 1



Born in Guadeloupe and shaped by London and Jamaica, **S.RISE** is a reggae-dancehall artist, songwriter and executive producer. His music connects the Caribbean, the United Kingdom and the diaspora, carried by love, hope and elevation. He sings mainly in English, naturally blending in French and Creole.

In 2013, his track "Most High" was released on the Dreamland Riddim (Ajang Music), alongside major reggae figures such as Capleton, Sizzla, Frankie Paul and Lutan Fyah.

A finalist in Reggae Star Factor 2020 in London, S.RISE won the Next Up Challenge in 2025. In April that year, he performed at Janga's Soundbar in Kingston and took part in a professional immersion at the Edna Manley College of the Visual and Performing Arts. Back in Guadeloupe, he shared the bill with Warped, then performed at BIMA Music Day in June 2026.

In 2026, the French Red Cross selected him to compose and perform an original song raising awareness of natural hazards and climate change. Moving away from the usual codes of awareness campaigns, the song takes an artistic approach to sharing its messages through music, engaging audiences without sounding like an institutional awareness message. Reaching eight French- and English-speaking Caribbean territories, the song will be accompanied by a music video filmed in the region.

On stage, his journey spans Europe, the Caribbean and Africa: Notting Hill Carnival, Paname Reggae Festival, Terre de Blues, Gambi Fest, and the stage of Sexion d'Assaut's concert in Guadeloupe, in front of more than 10,000 people. He has shared the bill with artists including Popcaan, Mavado, Etana, Anthony B, Kalash, Richie Spice, Romain Virgo and Lee "Scratch" Perry.

S.RISE now opens a new chapter with RISE NATION, a mixtape mixed by DJ Neil (Cashflow Records, Kingston), due out on 6 November 2026. It is built around an idea that has been part of his identity since he chose his name: to keep moving forward, building and rising without letting circumstances define the destination. A resilience turned towards the light, driven by ambition, faith and gratitude.

For S.RISE, RISE isn't just about success. It's a direction.

Caribbean roots, a global vision.



Dimitry Zandronis, 53
Director, Audiovisual and Film Producer, and Trainer
Founder of Kontras' Prod, a production company established in 2003

Dimitry Zandronis is a director and audiovisual producer based in Guadeloupe. After studying History and Film in Toulouse, he returned to Guadeloupe in 2001 and founded Kontras' Prod in 2003. The production company specialises in documentaries and audiovisual projects with a strong social, cultural and human dimension.

His work is rooted in creative documentary filmmaking, which he describes as a form of documentary poetry, combining observation of reality with sensitive storytelling and, depending on the project, hybrid formats drawing on fiction or animation.

In 2011, he directed a documentary about Maryse Condé, followed by a series of ten documentaries on Gwoka, including an episode dedicated to the Creole drums of French Guiana. These works contribute to promoting Caribbean cultures and passing on collective memories.

Working with young people and socially focused projects

A significant part of his career has been dedicated to working with young people, particularly in educational, social and employment-integration settings.

In 2018, he directed *Dèyè mas la*, broadcast on Canal+ Antilles. The documentary was entirely conceived, filmed and edited with young people as part of a work-integration programme run by Daly's association, Tout est Possible. This collaboration continued in 2019 with *Vidé*, an immersive look at Martinique's carnival, also broadcast on Canal+ and made with the same group of young people.

These experiences form the foundation of his approach:

- Long-term engagement
- Learning through hands-on practice
- Respect for the people being filmed
- Empowering young people throughout the creative process

Television career and institutional references

Together with Barbara Olivier-Zandronis, he has co-directed and co-written several documentaries broadcast on national public television, including *Martinique, l'île des aînés* (2020) and *Parents Potomitan* (2021).

From 2022 onwards, he also began developing television fiction projects, notably for France Télévisions and Canal+, including *WISH*, a series by Julien Dalle for which he worked as co-writer and co-director.

In 2024, he directed *Le 4ᵉ Pouvoir en Guadeloupe*, a documentary about the media and journalism, broadcast on Canal+.

Professional approach

His career reflects a consistent commitment to responsible audiovisual production, attentive to people's life experiences, vulnerable circumstances and contemporary social issues.

His projects favour a non-stigmatising approach that respects institutional frameworks and is grounded in trust, listening and co-creation with the people concerned.

Annex 2

CONFIDENTIALITY AGREEMENT

BETWEEN

PIRAC – French Red Cross

A non-profit association governed by the French Law of 1901 and recognised as being of public interest

Registered office: 98 rue Didot – 75014 Paris, France

Represented by Mr Jérémie Sibeoni, in his capacity as Head of Delegation, duly authorised for this purpose

Hereinafter referred to as the "French Red Cross"

On the one hand,

AND

Company xxx

Share capital: EUR xxx

Registered office: xxx

Registered under number: xxx

Represented by xxx, in their capacity as xxx, duly authorised for this purpose

Hereinafter referred to as the "Partner"

On the other hand,

Hereinafter individually referred to as a "Party" and collectively as the "Parties".

RECITALS

The French Red Cross, a non-profit association governed by the French Law of 1901 and recognised as being of public interest, and an integral part of the International Red Cross and Red Crescent Movement, wishes to enter into an agreement relating to all services required to implement and produce the communication strategy of the French Red Cross (hereinafter the "Services").

In connection with the company's response to this request, the Parties have agreed to share certain confidential information.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Purpose

The purpose of this Agreement is to define the terms and conditions governing the exchange of Confidential Information between the Parties in connection with the response to the request and the Services, and to establish the rules governing its use and protection. Nothing in this Agreement shall be construed as obliging either Party to disclose information or to enter into a contractual relationship in the future.

2. Use of Confidential Information

The Parties acknowledge that Confidential Information exchanged between them shall be used solely for the purpose of responding to the request or performing the Services, to the exclusion of any other direct or indirect use. All information disclosed between the Parties shall be deemed “Confidential Information”, regardless of its subject matter (technical, industrial, financial, commercial, etc.), nature (know-how, methods, processes, technical and installation details, databases, etc.), medium (written or printed documents, CD-ROMs, computer disks, samples, drawings, etc.) or means of transmission (written, oral or electronic, including networks and email). The confidentiality obligation covers all information provided in connection with the request and any subsequent matters or consequences, including, but not limited to, information marked on its container or contents as “Confidential Information”, “Confidential” or with any other appropriate wording, information disclosed orally and recorded in documents relating to negotiations between the Parties, such as correspondence or meeting minutes.

3. Confidentiality obligations and duration

From the date of receipt of Confidential Information and until the end of a period of five (5) years following the expiry of this Agreement, unless a specific provision is stated on the Confidential Information, each Party undertakes to ensure that such information: (i) is protected and kept strictly confidential, with the same degree of care and protection as it applies to its own Confidential Information of similar importance; (ii) is not used, in whole or in part, for any purpose other than responding to the request and performing the Services without the other Party’s prior written consent; (iii) is not disclosed, nor made liable to be disclosed, directly or indirectly, to any third party, including subcontractors, without the other Party’s prior written authorisation and provided that the third party has first undertaken to comply with this Agreement; and (iv) is not copied, reproduced or duplicated, in whole or in part, without the other Party’s prior written authorisation. Each Party shall be responsible for compliance with this clause by its staff, employees and subcontractors as if it were its own conduct. The Parties declare that they have taken, or undertake to take, all necessary measures with their respective staff, employees and subcontractors to ensure compliance with the commitments set out in this Agreement. If a law or competent regulatory authority requires either Party to disclose certain Confidential Information, that Party shall immediately inform the other Party. In all circumstances, the Parties undertake to disclose only the Confidential Information they are legally required to disclose. If a Party loses any documents, objects or media containing Confidential Information, it shall immediately notify the other Party in writing.

4. Exclusions

The following information shall not be considered confidential: information that is or becomes public knowledge; information lawfully held by the receiving Party before disclosure; information lawfully disclosed to the receiving Party by a third party; information independently developed by the receiving Party; and information requested as part of legal proceedings. This Article shall not prevent either Party from exercising its rights.

5. Personal data

In connection with this Agreement, each Party undertakes to comply with the regulations in force governing the processing of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and the amended French Data Protection Act of 6 January 1978. Each Party warrants that it implements all necessary measures to ensure the security and confidentiality of any personal data it may access or receive in connection with the performance of this Agreement. Each Party undertakes to take all appropriate technical and organisational measures, taking into account the state of the art, implementation costs, and the nature, scope, context and purposes of the processing, as necessary to ensure that it and its staff comply with these security obligations, and in particular to: (i) not process or access such personal data for any purpose other than performing its obligations under this Agreement; (ii) take all appropriate precautions to protect the security of such personal data, including ensuring that it is not altered, damaged or accidentally or unlawfully destroyed, and that unauthorised third parties cannot access it; (iii) ensure that persons authorised to process personal data are subject to an appropriate contractual or legal duty of

confidentiality and receive the necessary data protection training; and (iv) not disclose any part of such personal data in any form.

6. Intellectual property

The disclosure by either Party of Confidential Information under this Agreement shall not, under any circumstances, be construed as granting the receiving Party, expressly or implicitly, any intellectual property rights in any elements, including designs, inventions, patents, software or creations, to which such Confidential Information relates, nor as a disclosure within the meaning of patent law. The Parties undertake to comply with any intellectual property and confidentiality notices appearing on the medium containing the Confidential Information.

7. Ownership, return and deletion

The Confidential Information disclosed under this Agreement, together with all copies, reproductions or duplicates thereof and all related rights, shall in all circumstances remain the property of the Party that disclosed it, subject to third-party rights. Before the expiry of this Agreement, in the event that either Party fails to fulfil any of its obligations hereunder, or on the expiry date of this Agreement, for any reason whatsoever, the other Party undertakes, upon first request and regardless of the form of such request, to: return all documents containing information without retaining any copies; erase all Information and data containing Information stored in any computer system; and take all necessary measures to ensure that its employees comply with the foregoing. It shall not impose any conditions or reservations on its obligation to return documents and erase information.

8. Information provided as is

Confidential Information is provided “as is”, without any warranty of any kind, whether express or implied, including any warranty as to its suitability for the intended use.

9. Liability

Each Party accepts full responsibility for any disclosure or use of Confidential Information that has not been expressly authorised. In particular, each Party shall ensure that its employees and officers comply with this undertaking and shall be liable to the other Party for any breach committed by such persons.

10. Consequences of breach

Each Party acknowledges that, given the nature of its obligations under this Agreement, any breach may cause serious harm to the other Party, which may seek full compensation for such harm.

11. Entry into force and term

This Agreement shall enter into force on the date it is signed by the Parties and shall remain in force for the duration of discussions relating to the response to the request. The expiry or termination of this Agreement shall not release the Parties from their obligations regarding the use, protection and return of Confidential Information received before the expiry date.

12. Agreement entered into intuitu personae

This Agreement is expressly entered into intuitu personae. Neither Party may assign, whether for consideration or free of charge, directly or indirectly, any rights or benefits granted under this Agreement without the other Party’s prior written consent.

13. No waiver

Any waiver, regardless of its duration, of the right to invoke the existence or partial or total breach of any provision of this Agreement shall not constitute an amendment or deletion of that provision, nor a waiver of the right to invoke any previous, concurrent or subsequent breach of the same or any other provision. Such waiver shall be effective only if made in writing and signed by a person duly authorised for this purpose.

14. Governing law

This Agreement shall be governed by French law.

15. Jurisdiction

Failing an amicable settlement between the Parties of any dispute relating to the validity, interpretation, performance or termination of this Agreement, and more generally any matter or act arising therefrom or resulting therefrom, jurisdiction is expressly assigned to the Paris Judicial Court (Tribunal Judiciaire de Paris), notwithstanding multiple defendants or third-party claims.

16. Domicile

For the performance of this Agreement and any matters arising therefrom, the Parties elect domicile at their respective registered offices indicated at the beginning of this Agreement. Any change of address shall not be enforceable against the other Party until fifteen days after receipt of a registered letter with acknowledgement of receipt.

Signed in: _____

On: _____

In _____ original copies

For PIRAC – French Red Cross For Company xxx

Jérémie Sibeoni xxx

Head of Delegation xxx

Personal data information

To manage our contractual relationship, we collect personal data concerning you on the legal grounds of contract performance and legitimate interest (Article 6 GDPR). This data is used exclusively by the French Red Cross and its staff responsible for performing this Agreement and managing our business relationship. It will be retained for five years after our last contact and then deleted.

The data controller is the President of the French Red Cross and, by delegation, its Chief Executive Officer. The Data Protection Officer may be contacted at the French Red Cross headquarters, 98 rue Didot – 75014 Paris, France, or at: DPO@croix-rouge.fr.

In accordance with the General Data Protection Regulation (EU Regulation No. 2016/679 of 27 April 2016), you have the right to access, rectify and erase your personal data, to object to its processing on legitimate grounds, and to restrict processing and request data portability. You may exercise these rights by contacting DPO@croix-rouge.fr.

If you encounter any difficulty, you may contact the Data Protection Officer. You may also lodge a complaint with the French Data Protection Authority (CNIL).