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**VENDOR RISK · PROCUREMENT-GRADE**

# The document that procurement actually signs.

Cohorte's company essentials, data handling, GDPR posture, IP, regulatory alignment, insurance, named references, and procurement checklist. Read in fifteen minutes by a senior security buyer.

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**AUDIENCE**

CISOs, DPOs, vendor  
risk, procurement

**LENGTH**

**11 pages** · 15-min read

**VERSION**

2026.06 · v3

**DIRECT LINE**

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## 01 COMPANY ESSENTIALS

# Who you are actually signing with.

The legal entity, the jurisdiction, the offices, the headcount, the insurance posture. Nothing redacted. Audited financials available under NDA.

LEGAL ENTITY	Cohorte SAS (Société par actions simplifiée)
COUNTRY OF REGISTRATION	France
REGISTERED OFFICE	Paris, France
SECONDARY OFFICE	Rabat, Morocco
YEAR FOUNDED	September 2022
HEADCOUNT	~6 (founder, coordinator, partnerships lead, mentor network)
TAX RESIDENCY	France
INSURANCE STATUS	Active. Certificates available within 24 hours of NDA signature.
AUDITED FINANCIALS	Available under NDA

**The vendor-questionnaire fast-path.** SIG-Lite and CAIQ returned in five business days. Insurance certs in twenty-four hours. We treat the security review as the fastest part of the engagement, not the slowest.

## 02 DATA HANDLING POSTURE

# What we do, do not do, and refuse to do.

Cohorte's posture on client data is the same in writing, in delivery, and in contract. No extraction. No retention. No training. No cross-client repurposing.

<b>DATA EXTRACTION</b>	Cohorte <b>never</b> extracts, copies, or transfers client production data to its own infrastructure. Period.
<b>DATA RETENTION</b>	Cohorte does not retain client production data. Anything shared during scoping is held only for the duration of the engagement and deleted at close.
<b>TRAINING ON CLIENT DATA</b>	Cohorte does not train, fine-tune, or otherwise use client data to improve any model, product, or course. Contractual term in every MSA.
<b>TRAINING ENVIRONMENT</b>	Training exercises use the client's own infrastructure, sample data we cannot retain, or public datasets. Default is the client's infrastructure.
<b>CROSS-CLIENT REPURPOSING</b>	No work product is repurposed across clients. Engagement IP is firewalled.
<b>ON-PREMISE / ON-SITE</b>	Supported. AI Readiness assessment and two of four Team Bootcamp sessions can be delivered inside your firewall.
<b>AI TOOLS IN DELIVERY</b>	Enterprise-tier (Anthropic, OpenAI, Google, Microsoft) under no-retain configuration. Stack documented per engagement.
<b>SUBPROCESSORS</b>	Documented per engagement. Standard MSA includes the list and the right to object.

03 GDPR & DATA RESIDENCY

# EU residency by default. UK or CH on request.

Cohorte signs the customer's DPA where reasonable. Standard Contractual Clauses ready. Breach notification within twenty-four hours.

<b>CONTROLLER / PROCESSOR</b>	<b>License:</b> Processor for learner identification data. <b>Training engagements:</b> generally Joint Controller for operational data, Processor for sample data the customer shares.
<b>RESIDENCY · LICENSE</b>	<b>EU (Frankfurt)</b> by default. UK or Switzerland on request.
<b>RESIDENCY · BOOTCAMP</b>	<b>EU (Paris / Frankfurt).</b> Video transcoding routed via Mux, EU region.
<b>STANDARD CONTRACTUAL CLAUSES</b>	Module 2 and Module 3 available where applicable.
<b>DPA</b>	Cohorte standard DPA available on request. We sign the customer's DPA where reasonable.
<b>DATA-SUBJECT RIGHTS</b>	Within 30 days. Process documented in the DPA.
<b>CROSS-BORDER TRANSFERS</b>	Minimised. Where present, SCCs in place; transfer logic documented per engagement.
<b>BREACH NOTIFICATION</b>	<b>Within 24 hours</b> of confirmed breach.

04 IP & WORK PRODUCT

# Who owns what, after the engagement closes.

The customer owns engagement deliverables. The customer's internal IP stays the customer's. The methodology is Cohorte's and is also publicly available. The reference stack is open-source.

<b>METHODOLOGY (LUMEN, TRUSTGATE)</b>	Cohorte retains rights. Methodology is also publicly available; customers may apply it indefinitely without Cohorte's involvement.
<b>OPEN-SOURCE REFERENCE STACK</b>	<a href="https://github.com/Cohorte-ai">github.com/Cohorte-ai</a> . Released under permissive licenses (MIT or Apache 2.0). Customers may fork, modify, deploy at will.
<b>CURRICULUM CONTENT</b>	Cohorte retains copyright. Customers receive a license to use within their organisation for the duration of the License or program.
<b>ENGAGEMENT DELIVERABLES</b>	<b>Customer owns the deliverables</b> produced for their engagement.
<b>CUSTOMER'S INTERNAL IP</b>	<b>Customer's.</b> Cohorte never claims ownership of customer's pre-existing or engagement-derived business IP.
<b>JOINT IP</b>	By default, none is created. Where it would be, explicit agreement is signed before the work begins.
<b>RIGHT TO REFERENCE</b>	Cohorte does not name a customer publicly without written consent.

05 REGULATORY ALIGNMENT

# By section number. Not just by name.

Cohorte maps to AI Act, ISO 42001, NIST AI RMF, SR 11-7, PRA SS1/23, DORA, and GDPR Article 22 with article-level and clause-level granularity. Mapping appended to every Bootcamp and AI Readiness proposal.

<b>EU AI ACT</b>	<b>Articles 9, 10, 12, 13, 14, 15, 17.</b> Risk management, data governance, logging, transparency, human oversight, accuracy / robustness / cybersecurity, quality management. Mapping included as appendix.
<b>ISO/IEC 42001</b>	<b>Clauses 4 to 10.</b> Cohorte curriculum touches each. Independent ISO 42001 certification supported by the AI Readiness playbook.
<b>NIST AI RMF</b>	<b>Govern · Map · Measure · Manage.</b> Function-by-function mapping in the AI Readiness playbook.
<b>SR 11-7 (US FED)</b>	Model risk management. Cohorte's verification curriculum is the technical layer underneath SR 11-7 §III independent-validation expectations.
<b>PRA SS1/23 (UK)</b>	Principles 1 to 4. Mapped in the FS vertical proposal.
<b>DORA (EU)</b>	ICT third-party risk management. DORA-aligned documentation provided where Cohorte is an ICT third party.
<b>GDPR ARTICLE 22</b>	Cohorte teaches how to design AI systems that respect Article 22, including the human-in-the-loop discipline that exempts an AI-assisted decision from Article 22 obligations.

## 06 SECURITY POSTURE

# SSO, MFA, encryption, audit, and what's on the roadmap.

Standard controls live today. ISO 27001 alignment and SOC 2 readiness on the 2027 roadmap. Honest about both.

SSO	Okta, Azure AD, Google Workspace on the Curriculum License platform.
MFA	Required for all Cohorte staff on internal systems.
ENCRYPTION IN TRANSIT	TLS 1.2 minimum. TLS 1.3 default on all customer-facing platforms.
ENCRYPTION AT REST	AES-256 on data stores used for the Curriculum License platform.
AUDIT LOGS	Access, completion, exports. Curriculum License platform.
PENETRATION TESTING	Annual external pen test of customer-facing platforms (schedule starts <b>Q4 2026</b> ). Reports available under NDA.
VULNERABILITY MANAGEMENT	Continuous dependency monitoring. Patches: <b>critical &lt;72h, high &lt;7d, medium &lt;30d.</b>
INTERNAL ACCESS	Principle of least privilege. Time-bounded, logged per engagement.
BACKGROUND CHECKS	Performed on all Cohorte staff and embedded mentors prior to first engagement.
CERTIFICATIONS	<b>ISO 27001 alignment in progress</b> (target audit 2027). SOC 2 readiness on the same roadmap.

07 INSURANCE & LIABILITY

# Active. Active. Active. Certificates in 24 hours.

Professional Indemnity, Public Liability, Cyber Liability: all active and certificated. Higher limits negotiable. Default MSA liability cap is annual fees in the last twelve months; negotiable per engagement.

COVERAGE	LIMIT	NOTES
Professional Indemnity	€2,000,000	Active. Certificate within 24h. Higher limits negotiable.
Public Liability	€5,000,000	Active. Covers on-site delivery.
Cyber Liability	€1,000,000	Active. Data-breach response and notification costs.
Errors & Omissions	Under PI	Included under Professional Indemnity.
Liability cap (MSA)	12-mo fees	Standard market term. Negotiable per engagement.
IP indemnification	Standard MSA	Cohorte indemnifies against third-party IP claims based on Cohorte methodology or curriculum.

**Documents available within 24 hours of NDA.** Direct from the broker on letterhead. Customer-named additional insured supported on request.

08 NAMED REFERENCES

# No "global top-50 European bank" copy.

Named people who will take a reference call. Reachable after mutual NDA. Calls arranged after the NDA. The list extends quarterly by sector.

**PWC FRANCE & MAGHREB**

**Patrick Monteiro**  
CIO

Sponsor of the PwC AI Factory: 60+ AI systems shipped, 4,000+ Copilot users, +80% adoption in six months. Reference call covers operating model, governance design, scale.

**OPIT**

**Riccardo Ocleppo**  
CEO

Sponsor of the AI tutoring engagement: -60% professor support, +40% student progression. Reference call covers pedagogical impact, faculty adoption, institutional integration.

**BY SECTOR**

**Additional under NDA**

Cohorte identifies a named reference per sector (FS, PS, HE) where the engagement context warrants it. List extended quarterly.

09 PROCUREMENT CHECKLIST

# What you ask for. And when it lands.

Every standard procurement artifact, with a stated lead time. We do not slow-walk the security review. We treat it as the fast part.

ARTIFACT	LEAD TIME	NOTES
Insurance certificates	24 hours	Direct from broker on letterhead.
Audited financials	5 days	Latest fiscal year, under NDA.
Cohorte standard MSA	Immediate	Industry-standard. Customer redlines welcome.
Cohorte standard DPA	Immediate	GDPR-aligned. We sign customer's DPA where reasonable.
Vendor questionnaire	5 days	SIG-Lite and CAIQ supported.
InfoSec policy summary	3 days	Public summary plus controls map.
References	After NDA	Named contact, call arranged.
Subprocessor list	Immediate	Per-engagement, MSA exhibit.
BCDR plan	5 days	Customer-facing summary. Full plan under additional NDA.

**DIRECT LINE · NO SALES GATE**

## Talk to Charafeddine directly.

Procurement on the discovery call from week one. Insurance certs in 24 hours. SIG-Lite and CAIQ returned in five business days. We make the security review the fast part of the engagement.

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Cohorte SAS · Paris & Rabat · Founded 2022  
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