



GENERAL TERMS OF PURCHASE FOR SERVICES AND EXPENDABLE SUPPLIES (C.G.A/F.C.S) ORDERED BY INRIA

PREAMBLE:

The purpose of these general terms of purchase (CGA) is to define the framework for contractual relations between the public institution hereinafter referred to as "INRIA" and the contractor named in a submitted purchase order, determined according to appropriate procedure, without publication or competition, as provided under the Public Procurement Code (CCP).

Acceptance of the purchase order shall automatically imply acceptance of these general terms of purchase (CGA). The contractor's general terms of sale shall never prevail over these CGA. Any stipulations made in the contractor's documents (such as general terms of sale or correspondence) that conflict with the clauses of these CGA shall be deemed unwritten, except for any of the contractor's general terms of sale that would be more favorable to Inria. By accepting this purchase order, the contractor represents and warrants that it is consistent with the provisions of articles L2123-1 item 1 and R2123-1 item 1 of the CCP, in accordance with articles R2123-4 and R2123-5 thereof, i.e., for a contract without prior advertising or bidding under articles L2122-1 and R2122-1 to R2122-9 of the CCP.

Article 1 - Purpose, content and technical specifications of order and deadlines for order completion

The purpose, content and technical specifications of the order and the specific procedures for its delivery are specified on the purchase order and attached documents. The products and services shall be delivered at the address indicated on the purchase order. They must comply with the specifications set forth in the contract.

The products shall be delivered and the services performed within the contractually established period of time indicated on the purchase order or attached documents. This period shall be counted from the date of receipt of the order form. If the contractor is unable to comply with the terms specified, it must notify Inria in writing immediately (by email, etc.). If no such notice is provided, these stipulations shall be deemed accepted. In case of any failure to comply with the deadlines specified, Inria reserves the right to cancel the order without compensation when the non-compliance remains uncorrected after prior notice has been given, and/or to apply one of the penalties provided under Article 10 of these CGA without the need for formal notice.

The contractor shall be subject to an obligation of results with regard to its delivery of products and performance of services. It shall be responsible for all risks associated with the transport of the products covered under this purchase order. It agrees to maintain the professional standards applicable to its profession.

Article 2 - Contractual Documents

As an exception to article 4 of the CCAG-FCS, the contractual documents shall be the following, in order of priority:

- The signed and dated CGA and associated specifications, or, failing this, the purchase order provided by Inria;
- the General Administrative Terms of Contract applicable to Public Contracts for Services and Expendable Supplies (CCAG-FCS), as enacted by the decree of 19 January 2009;
- the service provider's technical and financial bid or estimate (dated and signed).

Article 3 - Inspection operations

Inspection operations shall be performed in compliance with articles 22 to 25 of the CCAG-FCS. As an exception to Article 22.3 thereof, however, the contracting authority shall be under no obligation to notify the contractor of the days and times set for the inspection operations, which may be performed without the contractor's presence. At the end of these inspections, the contracting authority or its representative shall issue a decision of acceptance, postponement, price reduction or rejection.

Article 4 - Price and payment terms

Contract prices are firm and not subject to adjustment.

Payment shall be made by administrative payment order.

Services shall be paid in monthly installments in accordance with the payment schedule provided in the estimate prepared by the contractor named on the purchase order.

Subject to the proper completion of the services, the deadline for payment in full shall be thirty (30) days from the invoice receipt date. Payment of services will be financed through the institute's budget, and sums due to the contractor shall be paid within 30 days from the date of receipt of payment requests, or from the date of acceptance of services if later. Failure to comply with payment deadlines shall automatically and without formality entitle the contractor or subcontractor to late payment interest and compensation for collection costs determined according to the terms applicable under articles R2192-31 to R2192-36 of the CCP.

Since 01/01/2020 the public sector has been under the obligation to progressively implement paperless invoicing. Companies are encouraged to use the shared electronic portal accessible free of charge at <https://chorus-pro.gouv.fr/>. Inria has been assigned the following SIRET number: 18008904700013. The purchase order number will be provided to the contractor by the division making the order.

Otherwise, the invoices associated with the payments required are to be prepared in one original copy, including the following information in addition to the appropriate legal notices:

- the creditor's name or business name;
- the SIREN or SIRET number, if appropriate;
- the bank or postal account number (attach a certificate of banking details [RIB] or certificate of postal account details [RIP]);
- the purchase order number;
- the amount excl. tax of the supplies and/or services in question;
- the rate and amount of VAT;
- the total amount for all services delivered or performed;
- the invoice date and the date and place of delivery.

Invoices must be sent to the billing address specified on the purchase order. The accounting officer assigned to handle payments shall be the Accounting Officer of Inria.

Article 5 - Advance

When the total amount of the purchase order is greater than €50,000 excl. tax, provided that the completion deadline is greater than two months, an advance shall be paid under the terms set forth in Articles 2191-3 to 2191-10 of the CCP, unless the contractor indicates that it does not wish to receive one.

Article 6 – Sub-Contracting

Subcontracting shall be governed by law no. 75-1334 of 31 December 1975 and articles L2193-1 to L2193-14 and R2193-1 to R2193-22 of the CCP. Subcontracting is prohibited for supply contracts.

The contractor shall remain personally liable to the purchaser in case of any subcontracting. The contractor must submit the identification of any subcontractors for acceptance by the university in writing before starting any work.

Article 7 - Guarantees

Contractual guarantee - By exception to 28.1 of the CCAG-FCS, the guarantee period shall be counted from the service acceptance date. The guarantee shall require the contractor to repair or replace any defective portion of the service at its own expense (including travel costs, labor, parts).

Legal guarantees - The legal guarantees specified in Articles L. 1641 et seq. of the Civil Code (hidden defects) and L. 1245 et seq. of the Civil Code (product failure) shall apply to any products provided under this purchase order, and those specified in L. 421-1 et seq. of the Consumer Code (safety obligation) shall apply to any services provided under this purchase order.

ARTICLE 8 - Transfer of ownership

The transfer of ownership shall take place as provided under article 26 of the CCAG-FCS.

Article 9 - Special provisions

The contractor shall in particular take the necessary measures to protect property and equipment at the work site. It shall be liable for any damages it may cause in the course of its work. The contractor undertakes to comply with all site access conditions and to follow all safety guidelines. The contractor shall be subject to an obligation of secrecy and confidentiality with regard to any particulars or information of which it may become aware.

The contractor undertakes to comply with the applicable regulations for the processing of personal data, and in particular Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016, applicable as of 25 May 2018.

Article 10 - Penalties

9.1 - Penalties for delay: As an exception to article 14.1 of the CCAG-FCS, if the contractor fails to meet the deadlines, it shall incur a penalty determined by the following formula:

$P = (V \times D) / 500$, where P = the amount of the penalty, V = the value of the services in connection with which a penalty is to be determined, an amount equal to the amount excluding VAT of the portion of the services delayed, or of all services as a whole if the delay in performing a portion thereof renders the whole unusable; and D = the number of days of delay. As a further exception to the abovementioned article, the contractor shall never be exempt from the penalties thus applicable, regardless of the total amount of the contract as a whole.

9.2 - Penalties for illegal employment: If the contractor fails to comply with the formalities required under the Labor Code in regard to illegal employment involving undeclared business income or unreported paid work, management shall apply a penalty corresponding to 10% of the total contract amount incl. tax. The amount of this penalty may not however exceed the amount of any penalties imposed under the Labor Code as criminal sanctions for illegal employment.

Article 11 - Insurance

All services required under purchase orders must be provided in compliance with the approved standards applicable in France. Before starting any work, the contractor must provide proof of insurance coverage for civil liability pursuant to articles 1240 to 1242 of the Civil Code as well as professional liability in the event of damage caused in the course of work under the contract. The contractor shall in particular take the necessary measures to protect property and equipment at the work site. It shall be liable for any damages it may cause in the course of its work. The contractor undertakes to comply with all site access conditions and to follow the institution's safety guidelines. The contractor shall be subject to the confidentiality obligations and safety measures provided under article 5 of the CCAG-FCS.

Article 12 - Termination

The conditions applicable to termination shall be as provided under articles 29 to 36 (inclusive) of the CCAG-FCS. Under the conditions set

forth in Article 36 of the CCAG-FCS, management reserves the right to make alternative arrangements for the performance of the services at the contractor's expense and risk if the contractor fails to provide a service the nature of which permits no delay, or if the contract is terminated due to a breach by the contractor.

Article 13 - Disputes - Law and language

Any dispute arising from this agreement shall be exclusively subject to the laws of France. The courts of France shall have exclusive jurisdiction.

All documents, hardware markings/software registrations, correspondence, invoices, and user manuals must be written in French.

Reference information for estimate / contract
Company stamp, date, and signature, preceded by a note reading "Lu et approuvé" [read and approved]