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General Purchase Conditions

This document is a translation of the official general purchase conditions of the CEA.

In case of discrepancy between this English translation and the official French version the latter shall prevail.
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ARTICLE 1

PURPOSE AND SCOPE OF GENERAL PURCHASE CONDITIONS

These general purchase conditions (GPC) are automatically applicable to any agreement entered into for consideration by the CEA with public or private economic operators, to respond to its needs for works, supplies or services, hereinafter called a Contract, including during the period before signature thereof.

They take priority over the Contractor’s conditions of sale and any other document issued by the latter.

No clause in the Contractor’s conditions of sale or in any other document issued by it may be enforced against the CEA if the latter has not expressly accepted it.

Only the express stipulations of the Contract can derogate these GPC.

ARTICLE 2

DEFINITIONS

Amendment: written agreement titled “Amendment” by which the CEA and the Contractor amend the Contract by adapting or adding to one or more of its clauses.

Background information: all information and knowledge of any kind and in any form, such as know-how, inventions, whether patented or not, software, trademarks, designs, models and documents, plans, samples, supplies and other elements, whether or not covered by an intellectual property right, held by the Contractor or the CEA prior to the Contract or obtained outside the Contract, which they own or hold the rights of use, which are used for performance of the Contract or for exploitation of the Results.

Candidate: public or private operator which tenders to contract with the CEA in order to meet CEA’s needs concerning works, supplies or services.

CHSCT: health, safety and working conditions committee

Classified activities: activities giving access to classified defence information (or requiring the use of such information) defined as such and with the nature of national defence secret, as defined by article 413-9 of the French Penal Code, and which, in this respect, are classified as Defence-Top Secret, Defence Secretor Defence-Confidential, according to the criteria and terms set by the French Defence Code.

Client: legal entity on behalf of which the works are performed. In this capacity, the CEA shall appoint a representative.

Confidential information: any document, information or data of any kind whatsoever, whether scientific, technical, economic, legal or other, of which the Contractor is informed by the CEA, in writing or verbally, during the procedure of signature and/or within the scope of performance of the Contract. The following are in particular considered to be Confidential information: the Results of the Contract, know-how, the design and realisation specifications, manufacture procedures and inspection methods, software, organisation rules of the CEA, its internal operation and information concerning the safety of the Facility.

Consortium: (Groupement momentané d’entreprises GME): temporary grouping of independent companies, without legal personality, in which these companies share different services for overall performance of the Contract.

Contract: contract subject to certain liabilities or to payment, entered into by the CEA with public or private economic operators, to meet its needs concerning works, supplies or services. The Contract includes all the contractual documents.

Contractor: public or private economic operator with which the CEA has entered into a Contract, to meet its needs concerning works, supplies or services.

External company: company whose personnel work, intermittently or continuously, to perform or participate in the performance of an operation (as defined by the French Labour Code), whatever the nature thereof, in a user Company establishment, including in its premises or sites.
Facility (in the Security - Nuclear safety - Radiation protection organisation of the CEA): group clearly demarcated geographically, and coherent from a technical and resource perspective, which may constitute or comprise a regulated facility (such as a basic nuclear facility, an individual facility within the scope of a secret basic nuclear facility, a classified facility for environmental protection, etc.), or a simple facility (such as any building, equipment or infrastructure), or a building or civil engineering site (as defined by the French Labour Code).

Facility contract manager (in the Security - Nuclear Safety – Radiation protection organisation of the CEA): person appointed by the CEA responsible for a Facility when the Contract concerning the full conduct of a Facility and who is responsible, with CEA and pursuant to the obligations incumbent on him, for implementation of actions to ensure general coordination of safety and monitoring of performance of the contractual provisions, overseeing in particular compliance with the Security, Nuclear safety and Radiation protection references for the Facility.

Facility manager (in the Security – Nuclear Safety – Radiation protection organisation of the CEA): person appointed by the CEA responsible for a Facility and who is responsible, within the CEA and pursuant to the obligations incumbent upon him, for the implementation of the actions necessary for controlling the risks inherent to the Facility in all fields of Security – Nuclear safety – Radiation protection.

HPS Coordinator (health protection and safety coordinator): individual or legal entity, acting alone or within the scope of a Consortium (Groupement momentané d’entreprises - GME), with which the CEA has concluded a coordination mission concerning the safety and health protection of workers as defined in the French Labour Code.

Notice to proceed: decision taken by the Project manager or the CEA, in this capacity, which states to the Contractor the terms of performance of some or all of the services which are the subject of the Contract.

Nuclear Security: includes all technical provisions and organisational measures concerning the design, construction, operation, cessation and dismantling of nuclear facilities, as well as the transportation of radioactive substances, taken with a view to preventing accidents and limiting the effects thereof.

Parties: the CEA and the Contractor(s) taken together.

Project manager: individual or legal entity which, due to its technical competence, is responsible for managing and supervising the performance of the works and proposing their handover and payment.

Radiation protection (protection against ionising radiation): all prevention and surveillance rules, procedures and resources aimed at preventing or reducing the harmful effects of ionising radiation on persons (workers or public), directly or indirectly, including by damage to the environment.

Results: all the results of the intellectual services (such as in particular designs, data, or technical developments, tests) consisting in particular of works, software, databases, know-how, inventions and other knowledge, whether patentable or not, which are realised or developed by the Contractor in the context of performance of the Contract.

Security: includes the protection of persons, goods and the environment against risks linked to activities, including in particular health and safety in the workplace, protection of information concerning scientific and technical assets, protection of classified activities and information, prevention and fight against malicious acts.

Services contract: Contract entered into by the CEA with service providers, concerning the provision of services.

Subcontractor: individual or legal entity which performs part of the Contract on behalf of a prime contractor, as defined in the French law no. 75-1334 of 31 December 1975, as amended, on subcontracting.

Supplies contract: Contract entered into by the CEA with suppliers of goods, concerning the purchase, leasing-purchase, leasing or leasing-sale of products or supplies.

Technical Inspector: legal entity, acting alone or within the scope of a Consortium (Groupement momentané d’entreprises - GME) with which the CEA has entered into a technical inspection agreement. The technical inspector contributes to the prevention of various technical problems which may be encountered in constructing the structures.

Tender: all documents supplied by the Candidate to respond to CEA’s invitation to tender.

User Company: client company which calls on one or more External Companies for the performance of an operation in one of its establishments.

Works Contract: Contract entered into by the CEA with construction companies concerning either the performance, or jointly the design and performance of a structure or building and civil engineering works.
CHAPTER 1
SIGNATURE AND CONCLUSION OF THE CONTRACT

ARTICLE 3
APPLICABLE REGULATIONS

In its capacity as a public establishment, in the signature and conclusion of its Contracts the CEA follows the principles of freedom of access to public procurement contracts, equality of treatment of Candidates and transparency of procedures.

As an industrial and commercial public establishment, the CEA is subject to rules applicable to this category of public body, as follows:

- French ordinance no. 2005-649 of 6 June 2005 concerning contracts signed by certain public or private bodies not subject to the French Code on Public procurement, as amended;

- French decree no. 2005-1742 of 30 December 2005, as amended, setting the rules applicable to contracts signed by the contracting authorities stated in article 3 of the aforementioned ordinance;

and any legislation which complements or amends them.

A specialised commission assigned to the CEA, called the contract consultation commission, is responsible for examining CEA’s draft contracts for sums above a certain level, set by decree.

This commission is governed by the provisions of the French decree of 6 December 1952, as amended.
ARTICLE 4
TENDER

Article 4.1  Prior Verifications by Contractor

When it submits its Tender, the Contractor is deemed to have accurately assessed all the conditions of the Contract and to have perfect and total understanding of the nature, importance and specificity of such conditions. To this end, the Contractor may proceed to a visit of the place of performance of the Contract in order to assess all the constraints resulting in particular from the following:

- the conditions of access (of personnel and/or materials) to the centre and facilities in question of the CEA;
- the presence of proximity of sensitive or precision facilities or equipment;
- the nature of the soil and the topography;
- the storage conditions;
- the possibility to set up a construction site;
- the nature of the activities, in particular nuclear or defence-related, practised by the CEA in the concerned centre;
- the restrictions and costs resulting from working in a regulated zone (in particular a radioactive zone): medical appointments, individual protection equipment, etc.

The Contractor represents that it has verified all the indications contained in the consultation file documents.

The Contractor consequently waives the right to make any claim or to contest the price and/or completion deadline on these grounds.

Article 4.2  Formalising the Tender

The Tender submitted to the CEA must be in writing, in French, dated and signed by its issuer.

The Tender must specify the legal form of the entity bidding or specify in whose name it is submitted.

The Tender submitted in the name of a Consortium must specify whether the members of such Consortium endorse a joint liability with the joint and several liability of the leading Contractor (joint Consortium with joint and several liability of the leading Contractor) or if they all endorse a joint and several liability (joint and several Consortium), and in all cases specify the name of the leading Contractor.

The Tender for the Contract submitted to the CEA must state the Candidate’s SIREN and intracommunity VAT numbers (or equivalent for countries not belonging to the European Union) including, where applicable, all the companies making up the Consortium.

Article 4.3  Tender Validity Period

The issuer of the Tender must maintain it, and may not revoke or amend it, for a period of at least four months from its date of receipt by the CEA.
ARTICLE 5
CONCLUSION OF THE CONTRACT

Article 5.1 General Provisions

The Contract is concluded by means of signature by the CEA and the Contractor. The Contract is signed by the Contractor’s representative, who is assumed to be duly authorised therefore.

If the Contract is to be signed by correspondence, CEA shall notify it to the Contractor and the latter must return it signed without reservation within 10 calendar days following its notification date to the Contractor. If the Contract is not returned within this period, it shall be deemed to be definitively concluded on its notification date to the Contractor, and all its provisions shall apply.

Article 5.2 Contract with Conditional Phase(s)

The Contract may be divided into a firm lot and one or more conditional phases.

A conditional phase is a service defined in the Contract, provision of which is subject to the fulfilment of a condition stipulated in the Contract.

Conditional phases are confirmed when the CEA finds that the conditions stipulated in the Contract are fulfilled. This observation shall be made by registered letter with acknowledgement of receipt to the Contractor.

If this observation is not made by the CEA, and the Contractor provides the services that are the purpose of the Contract corresponding to the non-confirmed conditional phases, it alone shall bear the costs and risks thereof. The CEA may, a posteriori, accept the services provided, or ask the Contractor to return the premises or equipment to their original condition, at the Contractor’s expense.

The Contractor is not entitled to any forfeit or compensation if the conditional phases are not confirmed by the CEA.

If, despite the condition being fulfilled and observed by the CEA, the Contractor does not provide the services that are the subject of the Contract corresponding to the confirmed conditional phases, the CEA can terminate the Contract under the conditions of article 39.2 of these GPC.

Article 5.3 Contract with Option(s)

A Contract with option(s) includes a firm lot and one or more options.

The option(s) may consist of an additional service or an extension of the firm lot the CEA has requested from the Contractor.

The option(s), as defined in the Contract, is (are) lifted at the unilateral initiative of the CEA. The decision to lift option(s) must be sent by the CEA in writing by registered post with acknowledgement of receipt. The CEA may decide to lift one or more options at any time, from the date of signature of the Contract until its expiration date.

If such a decision is not made and the Contractor provides the services that are the subject of the Contract corresponding to one or more non-lifted options, it shall bear the risks and costs alone. The CEA may subsequently accept the services provided, or ask the Contractor to return the premises or equipment to their original condition, at the Contractor’s expense.

The Contractor is not entitled to any forfeit or compensation if the options are not lifted by the CEA. If, despite the CEA’s decision to lift one or more options, the Contractor only provides the services that are the subject of the Contract corresponding to the option or options lifted, the CEA may terminate the Contract under the conditions of article 39.2 of these GPC.
ARTICLE 6
CONTRACTUAL DOCUMENTS

The contractual documents of the Contract are the following, in decreasing priority order:

- the Contract itself, its appendices and any Amendments;
- the Security – Nuclear safety – Radiation protection prescriptions of the Contract and the appendices thereto (corresponding benchmarks);
- the technical prescriptions of the Contract and their appendices (specifications, plans, etc.);
- the rules applicable to External companies concerning discipline and health and safety in the workplace for the concerned CEA centre;
- these GPC;
- prescriptive documents (standards, standardised technical documents, etc.);
- consultation and/or procurement process documents;
- as supporting document, the Contractor’s Tender.
CHAPTER 2
SUBCONTRACTING AND CONSORTIUM

ARTICLE 7
SUBCONTRACTING

Article 7.1 Conditions of Use of Subcontracting

The Contractor may subcontract the provision of the services that are the purpose of the Contract, provided it obtains prior written agreement from the CEA. If the CEA refuses to give such agreement, it is not required to explain its decision.

The requirement to obtain approval from the CEA applies to all Subcontractors, whatever their position in the subcontracting chain. The application shall be initiated by the Contractor.

In its application, the Contractor must:

- specify the nature and scope of the services it intends to subcontract;
- include a list of the subcontracting agreements it is planning to sign, and a list of the subcontracting agreements its Subcontractors are planning to sign;
- prove that its Subcontractors:
  - have the skills necessary for performance of the part of the Contract subcontracted to them;
  - present the documents stated in the articles of the French Labour Code concerning illegal employment;
  - provide a legal liability insurance policy under the conditions stated in article 38 of these GPC.

Article 7.2 Consequences of Use of Subcontracting

Throughout the period of performance of the Contract, the Contractor undertakes to:

- comply with the provisions of French law no. 75-1334 of 31 December 1975, as amended, on subcontracting;
  It is reiterated that only direct Subcontractor(s) of the Contractor can request that the CEA directly pays for the services it (they) provides (provide).
in the event of a subcontracting chain, ensure that each Subcontractor acting as prime contractor complies
with the provisions of the aforementioned law and the provisions of the articles of the French labour code
concerning illegal employment;

send to the CEA, immediately on demand, a copy of all subcontracting agreements.

In the event of failure to comply with these obligations, the CEA may terminate the Contract under the conditions
of article 39.2 of these GPC.

The Contractor shall hold the CEA harmless against any condemnation that may be pronounced against it as a
result of the Contractor’s or one of the Subcontractors’, whatever their position in the subcontracting chain, failing
to comply with the provisions of the aforementioned French law of 31 December 1975 and the provisions of the
French labour code concerning illegal employment.

The Contractor shall remain liable for performance of the Contract as a whole vis-à-vis the CEA. It shall ensure
that, whatever their position in the subcontracting chain, Subcontractors are informed of the obligations laid down
by the Contract and necessary for the performance thereof.

More generally, the Contractor shall be liable for Subcontractors, whatever their position in the subcontracting
chain, if they cause any damaging event in connection with performance of the part of the Contract subcontracted.

ARTICLE 8
CONSORTIUM
(Groupement momentané d’entreprises - GME)

In the case of a Consortium (GME), the word “Contractor” refers to the Consortium, represented by its leading
contractor.

The members of the Consortium must each endorse a joint and several liability (joint and several Consortium), or
at least a joint liability with joint and several liability of the leading contractor (joint Consortium with joint and
several liability of the leading contractor).

A joint and several Consortium is the one in which each of the companies that are a member is contractually liable
for the whole execution of the Contract.

A joint Consortium with the joint and several liability of the leading Contractor is the one in which each of the
companies that are a member is only contractually liable for the part of the Contract it performs, and in which the
leading contractor is jointly and severally liable for the other members of the Consortium.

The members of the Consortium must appoint one of them as the leading contractor to represent them towards the
CEA. This leading contractor shall be responsible for the successful performance of the Contract and therefore be
jointly and severally liable with each of the other members of the Consortium for performance of the part of the
Contract for which they are each liable. He may not be replaced by another without the written authorisation of the
CEA. He shall coordinate the members of the Consortium, or have a manager do so under his responsibility, and
ensure they intervene at appropriate times.

In the event of default by the leading contractor, the CEA reserves the right to terminate the Contract, unless the
other members of the Consortium present another leading contractor to the CEA (whether already a member of
the Consortium or not) who can provide the services and perform the duties initially devolved to the initial leading
contractor, in the same conditions, in particular the same financial conditions.

Each member of the Consortium shall comply with these GPC.
CHAPTER 3
PLEDGE AND ASSIGNMENT

ARTICLE 9
PLEDGE OF CONTRACT AND ASSIGNMENT OF RECEIVABLE (REFUSAL TO ACCEPT)

The Contractor undertakes only to pledge or assign a receivable up to the value of the part of the Contract it is responsible for performing, subcontracted services excluded.

In the event that the Contractor plans to subcontract part of the Contract that has previously been assigned or pledged, it shall carry out all the formalities necessary with the assignee banking institution in order to comply with the principle stated hereinafore.

If it fails to do so, the Contractor shall bear all the consequences, in particular the financial consequences, resulting therefrom.

The CEA shall not issue any deed of acceptance of assignment of receivables due to the fact that it still intends to rely upon with the assignee banking institutions contract non-performance exceptions due to actions or omissions by the Contractor.

ARTICLE 10
ASSIGNMENT OF CONTRACT

The Contractor may not assign all or part of the Contract, even in the form of a contribution of capital, if the CEA has not previously expressly agreed.

Notwithstanding the CEA’s acceptance of the assignment, the latter reserves right to request that the assignor provides a joint and several guarantee.

If the Contract is assigned, the new contractor shall be subject to the same obligations towards the CEA as the initial Contractor.
CHAPTER 4
CONFIDENTIALITY AND PERSONAL INFORMATION

ARTICLE 11
CONFIDENTIALITY AND PERSONAL INFORMATION

Article 11.1 General Provisions

The Contractor undertakes to keep Confidential information confidential and only use it for the needs of performance of the Contract. It shall refrain from copying it unless the CEA has expressly agreed so in advance.

The Contractor undertakes only to disclose the Confidential information to members of its staff, suppliers and any Subcontractors who need to know it in the context of performance of the Contract. It shall take the necessary measures to ensure this confidentiality obligation shall be observed and made enforceable towards them.

At the CEA’s first request, the Contractor undertakes to return to it all the physical media of the Confidential information and to delete it from electronic media on which it may have been saved.

The Contractor must inform the CEA immediately of any action which may be assumed to be a breach of this confidentiality obligation.

Information for which the Contractor can provide proof of the following is not considered to be Confidential information:

- that it entered the public domain prior to its disclosure, or after this but, in this case, in the absence of any participation or fault by the Contractor;
- that it was lawfully in its possession before receiving it from the CEA;
- that it was received from a third party authorised to disclose it lawfully;
- that the use or disclosure thereof was authorised by the CEA in writing;
- that it has been developed independently and in good faith by the Contractor’s personnel without having access to this Confidential information.

In the event that Confidential information has to be disclosed pursuant to a legal or regulatory provision or in the context of a legal, administrative or arbitration proceeding, the Contractor undertakes only to disclose the Confidential information requested of it, and to inform the CEA thereof in order that the latter can take all appropriate measures.
The Contractor undertakes neither to access, nor to help a third party to access information of any kind stored in any computer and/or technical equipment, unless authorised so by the CEA, and in particular information considered as the CEA's specific expertise.

If the Contractor unintentionally has access to CEA information which has not been disclosed to it as it did not appear necessary to performance of the Contract, it shall inform the CEA immediately so that, if necessary, the latter can take the appropriate measures. The Contractor undertakes to consider the information to which it has access unintentionally as Confidential information.

The obligations resulting from this article only end when the Confidential information falls into the public domain, insofar as the disclosure is not the result of the Contractor's actions.

**Article 11.2 Additional Provisions Concerning Personal Information**

Personal information is defined as any information concerning an identified individual or who could be identified, directly or indirectly, by reference to an identification number or one or more elements specific to him or her.

In addition to the confidentiality obligations stipulated in article 11.1 of these GPC, and in order to guarantee respect for the personal information provided by the CEA for performance of the Contract, the Contractor undertakes to:

- take all useful precautions in order to protect the security of this personal information, and guarantee the conservation and integrity thereof, and in particular prevent it from being distorted or damaged, and prevent all access that is not authorised in advance by the CEA;
- only process such information in the context of the instructions and authorisation received from the CEA;
- ensure that the processing of such information carried out in the context of the Contract is lawful;
- take all measures in order to prevent any inappropriate, malicious or fraudulent use of such processed information.
CHAPTER 5
INTELLECTUAL PROPERTY

ARTICLE 12
OWNERSHIP OF RESULTS

Article 12.1  Background Information

12.1.1  CEA’s Background Information

The Contractor’s access to the CEA’s Background information or disclosure of it to the Contractor in the context of the Contract does not entail any transfer of ownership to the Contractor.

Consequently, the Contractor and its suppliers, and any Subcontractors, are not permitted to copy or reproduce all or part of the CEA’s Background information, or to use it by any means and in any form whatsoever, other than within the scope of what is expressly stipulated in the Contract.

This use shall in any case be non-exclusive and non-transferable and only for the requirements and terms of the Contract.

12.1.2  Contractor’s Background Information

The implementation of the Contractor’s Background information for performance of the Contract does not entail any transfer of ownership to CEA.

The Contractor shall grant the CEA the rights to use its Background information as necessary for the use and/or exploitation of the Results of performance of the Contract.

These rights shall be granted to CEA for the duration necessary for use and/or exploitation of the Results.

The price of granting the intellectual property rights to the Background information is automatically included in the price paid to the Contractor pursuant to the Contract.
Article 12.2 Results

12.2.1 Transfer of Intellectual Property Rights - Know-How

Notwithstanding the provisions concerning the transfer of ownership as stipulated in chapter 11 of these GPC, the intellectual property rights and/or know-how connected to the Results shall become the exclusive property of the CEA, as and when they are conceived, even if the Contractor has not yet disclosed these Results to the CEA.

This transfer of ownership concerns the know-how and all intellectual property rights (industrial property rights and literary and artistic property rights) for the whole world, for the duration of validity of said rights, without any kind of limitation and for all kinds of use and/or exploitation in any field of application (such as in particular scientific, technical, industrial, nuclear or non-nuclear).

The price paid to the Contractor pursuant to the Contract includes the fixed price of assignment of the intellectual property rights to the Results of the transfer of know-how and assignment of physical property rights to their media.

12.2.2 Specific Cases of Works and Software

If the Results of the Contract enjoy protection under the first book of the French Intellectual Property Code, the Contractor shall assign its property rights connected to the Results only.

These rights include, but are not limited to, the rights of use, reproduction, representation, adaptation and exploitation, including the neighbouring rights and sui generis rights of database producers, for the exploitation modes stated hereinafter, it being specified that:

- the right of reproduction includes in particular the right to duplicate, print, record and fix the Results, by all means, in all forms and on all media, in particular, computer, digital, magnetic, optic and paper media (technical documentation, photocopies, publication of books, posters, notices, journals, reviews), and telematic, videographic, telesvisual, cinematographic or photographic media, whether known or not yet known, in an unlimited number of copies, by any current or future means, or all computer networks, whether private or open to the public (e.g. internet, intranet), and the right of repeated physical execution (in particular of a plan) by all means;

- the right of adaptation includes the right to adapt all or part of the Results, to arrange, transform, translate into any language or amend the Results in any other manner, in particular by deletion, addition, full or partial integration into another work, including in order to create a composite or derived work, and to reproduce, use and exploit the works resulting therefrom as defined in this article;

- the right of representation includes in particular the right to represent, or have represented, the Results publicly in their original version or an amended version as stated hereinabove, by all procedures, whether known or not yet known, such as publication, public or private display, broadcasting, communication on all private or open computer networks and/or, for any private or public demonstration, internally or externally;

- the right of exploitation includes in particular the right to sell, place on the market, release and re-release all or part of the Results, on all media by all means and in all the forms stated hereinabove, for commercial, technical or advertising purposes, to file them as trademarks, designs and models or with other status, to distribute or lease them, with or without consideration, to lend them or to provide any service, directly or indirectly using the Results, and/or to grant all or part of the rights as defined hereinabove to third parties, both in France and other countries, with or without consideration.

If the Results consist of software or other information technology products, the rights stated above also include the right to use the Results on all central processing units and servers, for any number of users and in all CEA centres, including on behalf of subsidiaries and to supply services in shared time, the right to make any reproduction necessary for loading, screen display, running, transmission and storage, the right to correct error, of monitoring and maintenance, the right to incorporate interfaces, the right have software updated, including by any third party chosen by the CEA.
The Contractor furthermore undertakes to deliver to the CEA the object code, the corresponding source code, the compilers, utility software, generating software and other tools used, along with the associated documentation. In the event the Contractor is not the owner of these tools, it shall take all measures to enable the CEA to access them at no additional cost.

12.2.3 Specific Case of Patents

In the event some or all of the Results can be patented, the CEA alone has the right to file, or have filed by any third party of its choice, if it considers it appropriate, in its name and at its expense, one or more patent applications covering some or all of the Results, for the whole world, stating the name of the inventor or inventors in accordance with the legislation of the country in which the patent application is filed.

Within the limitation of its skills, the Contractor shall provide assistance to the CEA to file, at the expense of the latter, the aforementioned patent application(s), defend them and keep them in force. It undertakes to ensure that each employee cited as inventor perform all the formalities necessary for filing the patents, and issuing and maintaining them in force.

Article 12.3 Rights to Use the Results

As a result of the assignment of the intellectual property rights and know-how attached to the Results, the CEA alone has the right to exploit them directly or indirectly.

This exclusive exploitation right however only concerns the Results specifically created on behalf of the CEA and not the Background information implemented by the Contractor for the purpose of or within the scope of performance of the Contract.

The CEA may be replaced by any third party, in whole or in part, by means of assignment, concession or another legal means, for the exercise of said intellectual property rights.

Article 12.4 Use of Intellectual Property Rights Belonging to Third Parties

The Contractor must inform the CEA of all intellectual property rights held, by third parties or by itself, which are necessary for performance of the Contract and use of the Results.

The Contractor must take responsibility for obtaining, and where applicable, providing all documentary evidence concerning this matter, the rights of use necessary for performance of the Contract and use of the Results.

In any case, the Contractor is not permitted to use for performance of the Contract any product, device or procedure covered by an intellectual property right (patent, design, model, trademark, software or other creations) held by a third party without the prior authorisation of the holder of these rights or its beneficiaries.

The duties and royalties connected to the intellectual property rights necessary for performance of the Contract and use of the Results are included in the price of the Contract.

Article 12.5 Indemnity– Hold Harmless

The Contractor warrants to the CEA that it holds all the intellectual property rights necessary for performance of the Contract and use of the Results.

In particular, the Contractor shall hold the CEA harmless against all damaging consequences resulting from any claim or complaint by third parties (including the Contractor’s employees, collaborators and beneficiaries) in connection with the Results and specifically any direct and/or indirect loss connected to no longer being able to use the Results. It undertakes to hold the CEA harmless against any ruling against it and to indemnify it for all costs and indemnities borne by CEA pursuant to a legal decision or within the context of an amicable agreement.
When the Contractor and/or the CEA become aware of the existence of a claim by a third party concerning intellectual property rights which may be used for performance of the Contract or use of the Results, they must inform each other and consult each other in order to plan their reaction. The Contractor undertakes to prevent any negative consequences for the CEA that may result from said claim, and in particular to prevent CEA being temporarily or partially unable to use the Results. The Contractor shall consequently do its utmost to propose an alternative solution to the CEA enabling it to avoid the consequences of the claim, whether or not it appears to be justified.

**Article 12.6 Advice and Information Obligation**

As an informed professional, the Contractor undertakes to inform the CEA of all formalities or legal or contractual requirements necessary for trouble free-exploitation of the Results.
CHAPTER 6
SECURITY - NUCLEAR
SAFETY - RADIATION
PROTECTION

ARTICLE 13
GENERAL OBLIGATIONS OF THE CONTRACTOR

Article 13.1 Priority Commitment of the Contractor

The Contractor undertakes to consider Security – Nuclear safety – Radiation protection as an absolute priority in the design, preparation and provision of the services that are the subject of the Contract. It shall implement the appropriate resources and organisational structure, as previously described in its Tender in accordance with the CEA's requirements, and at all times shall demonstrate that they are suitable for the needs of performance of the Contract.

It must procure that any Subcontractors, whatever their position in the subcontracting chain, comply with this commitment and with all the provisions of this chapter.

Article 13.2 Security - Nuclear Safety - Radiation Protection Regulations

Both for itself and any Subcontractors, whatever their position in the subcontracting chain, the Contractor shall apply the legislative and regulatory provisions concerning Security – Nuclear safety – Radiation protection, and in particular those related to the following:

- the general principles for the prevention of occupational risks and strenuous work and the specific provisions concerning in particular:
  - workplaces;
  - working equipment and means of protection;
  - the prevention of certain exposure risks, specifically ionising radiation;
  - works carried out in an establishment by an External Company;
  - loading and unloading activities;
  - building or civil engineering sites;
  - prohibited or regulated works;

- basic nuclear facilities, nuclear facilities and activities related to defence and facilities classified for environmental protection purposes;

- protection of sites, facilities and activities against acts of malevolence and risks of infringement of secrecy;

- protection of the public and the environment.
When working in a basic nuclear facility, the Contractor and any Subcontractors shall be considered as External companies, within the meaning of the decree of 7 February 2012 setting the general regulations concerning basic nuclear facilities.

**Article 13.3 Training, Qualification, Accreditation and Authorisation**

Both prior to performance of the Contract and during performance thereof:

- the Contractor shall be responsible for the training and qualifications of its personnel. It must in particular demonstrate that they have undergone appropriate training on the specific risks connected to performance of the Contract;
- when the service or services that are the subject of the Contract require a specific authorisation or accreditation, the Contractor shall prove that it has the required authorisation and that the personnel it assigns to performance of the Contract have the necessary accreditation;
- when the Contract concerns classified defence information, the Contractor must demonstrate that it has a sufficient number of personnel accredited for the protection of national defence secrecy.

**Article 13.4 Contractor’s Responsibilities**

The Contractor is required to comply with all of the following documents with respect to Security – Nuclear safety – Radiation protection, in addition to the documents concerning technical matters:

- the provisions of the internal regulations of the CEA centre in question concerning general discipline, and health and safety in the workplace;
- the Security - Nuclear safety - Radiation protection reference documents for the Facilities which it works (general operating rules or general surveillance and maintenance rules, as applicable, technical prescriptions, etc.);
- in the event of working in a restricted area, the general rules on Radiation protection and the operating, Security and Radiation protection instructions concerning this particular area.

The Contractor shall be responsible for the application of the prevention measures necessary to protect its workers.

The Contractor shall, in particular, be responsible for the choice, supply, verifications, maintenance and control of its personnel’s individual protection equipment made necessary by the risks connected to the services, and any specific risks identified in the Facility where the services are provided, in accordance with article 18.2 of these GPC.

**Article 13.5 Contractor’s Organisation of Security - Nuclear Safety – Radiation protection**

13.5.1 Security Manager

The Contractor shall appoint a representative from its personnel, hereinafter referred to as the “Security Manager”, given the authority, competence and means necessary to ensure compliance with, and implementation and monitoring of, the requirements imposed by the regulations applicable in all fields of Security - Nuclear safety – Radiation protection, and the instructions specific to the CEA centre in which the Contract is performed. The Security Manager shall be permanently present on the premises where the Contract is performed.

The Contractor shall organise the continuity of this position and shall send the CEA the contact details of the Security Manager.

The Security Manager shall be the CEA’s contact person (Facility manager, Facility contract manager or representative of the Client in the case of a building or civil engineering site), in particular in order to enable the latter to provide general coordination of the prevention measures and verify compliance with the obligations laid down in article 14.2 of these GPC.
The Security Manager shall take part in the Contract monitoring and performance meetings, joint inspection meetings (preliminary joint inspection and regular coordination inspections and meetings), and any meeting concerning the prevention of risks linked to the interaction between the activities, installations and equipment of the various companies participating in a single operation, or generally any meeting concerning Security - Nuclear safety – Radiation protection, organised at the initiative of the CEA or the Contractor within the scope of the Contract.

The Security Manager must speak both French and the language of the workers involved, if they are not French-speaking. The Contractor and its Subcontractors shall take all measures to ensure that the workers involved are able to understand and comply with the instructions and prescriptions, and the alarm messages given in French.

13.5.2 Continuous Improvement

The Contractor shall have development plans so that it can achieve continuous improvement with respect to Security - Nuclear safety – Radiation protection.

Article 13.6 Information - Declarations

The Contractor shall inform the CEA without delay (Facility manager, Facility contract manager or representative of the Client in the case of a building or civil engineering site) of any occupational accident that occurs to one of its workers or one of the workers of its Subcontractors, whatever their position in the subcontracting chain, or of any occupational illness affecting the latter.

The Contractor shall send the CEA quarterly summaries of occupational accident and occupational illness declarations and, where applicable, copies of declarations to social security, in connection with performance of the Contract, removing any personal data. Furthermore, it shall send it an annual summary of these accidents or illnesses, the number of hours worked, the number of days lost following occupational accidents and the declarations of occupational illnesses connected with performance of the Contract.

The Contractor shall declare any incident or accident event related to Security - Nuclear safety – Radiation protection and more generally any discrepancy from the applicable reference documents.

At the CEA’s request, the Contractor shall provide all information concerning occupational accidents and illnesses, events or discrepancies, conduct further analysis and, when appropriate, analyse feedback.

ARTICLE 14

PREVENTION MEASURES

Article 14.1 Prevention Measures Prior to Performance of the Contract

14.1.1 Disclosure of Information and Documents

As an External company, the Contractor shall inform the CEA in writing of the date of its arrival at the centre in question, the projected duration of its operation, the projected number of workers assigned and a detailed description of its organisational structure, showing in particular the name and qualifications of the person responsible for managing the operation and the information concerning the Security Manager, the radiation protection specialist and the technicians qualified in radiation protection.

It shall send the CEA the same information concerning any Subcontractors for which it has obtained prior authorisation from the CEA in accordance with article 7.1 of these GPC.

It shall send the CEA the contact details of the occupational health services covering the workers involved.

In order to prepare for the joint preliminary inspection stated in article 14.1.2, the Contractor shall send the following to the CEA:

- all information necessary for preventing interaction risks, in particular a description of the work to be carried out, the materials used and the operating methods, when they have an effect on health and safety in the workplace. It shall also send this information to its Subcontractors;
the safety data sheets for dangerous products used for performance of the Contract, and the post description sheet previously drawn up, where applicable in liaison with the CEA when the CEA occupational health physician provides or participates in the reinforced medical surveillance of some or all of the Contractor’s workers.

It shall also supply the following, for each worker involved, at the first request of the CEA:

- evidence of training, qualifications, authorisations and accreditations required according to the service provided electrical accreditation, ability to drive vehicles, lifting devices or engines of any kind, etc.), and, where applicable, training certificates concerning the wearing of specific clothing;
- documents concerning medical fitness;
- the documents required by the French Labour Code showing exposure, in particular the results of measurements at the workstation;
- radiological classifications, and for workers classified A or B, access cards for interventions in a radioactive environment.

The Contractor shall state to the CEA whether it has made the compulsory declarations, and paid the sums for which it is liable with respect to taxation, social security, family allowances, paid leave and work stoppages due to bad weather. It shall attest that the service will be provided by workers who are employed lawfully, in accordance with the provisions of the French Labour Code.

Throughout the performance of the Contract, the Contractor shall update all the information stipulated in this article and shall keep the CEA informed of any change.

In the event that during performance of the Contract notification is given that the Contractor or its Subcontractors are in an illegal situation with respect to these provisions, the CEA reserves the right to terminate the Contract under the conditions of article 39.2 of these GPC.

14.1.2 Joint preliminary Inspection

Before performance of the Contract begins, the Contractor, with any Subcontractors, shall:

- participate in a joint inspection of the working premises, the Facilities located therein and any materials made available to it by the CEA. The Contractor is required to inform any Subcontractors of their obligation to take part in this joint preliminary inspection;
- together with the managers of all the External companies (whether or not Subcontractors), carry out an analysis of the risks of interaction between activities, installations and materials, and supply the information necessary to analyse these risks.

The Contractor shall also inform its CHSCT, or failing this, the staff representatives, of the date of the joint preliminary inspection.

The risks shall be analysed on the basis of information and documents submitted pursuant to article 14.1.1 hereinabove, and the additional information collected during the joint preliminary inspection.

In this context, the CEA shall specify in particular the conditions of access to the centre and shall supply information concerning the sector of operation and the security instructions applicable to the operation.

All work by the Contractor outside the sector demarcated during the joint preliminary inspection requires a further analysis of the risks of interaction and the adoption of suitable prevention measures, and therefore may not be carried out without the CEA’s prior authorisation. If necessary, the prevention plan described in article 14.1.3 hereinafter shall be updated as a result.

The joint preliminary inspection shall give rise to a written concluding report.
14.1.3 Prevention Plan

Along with the managers of all the External companies involved in the operation, the Contractor is required to take part in drawing up a prevention plan, determined by mutual agreement in view of the risks of interaction between activities, installations and materials.

A written prevention plan must be drawn up under the conditions stipulated by the French Labour Code.

The prevention plan shall be signed by the Facility manager or the Facility contract manager, or their designated representative, by the Contractor's representative and the Subcontractors' representatives, and by the representatives of the other External companies involved in the operation; provision of the service may not commence until signature of the plan and implementation of the provisions stipulated therein.

Any amendments to the prevention plan shall be subject to the same provisions as those applying to the drafting of the initial prevention plan.

With a view to drawing up the prevention plan, the Contractor is required to submit the following information to the Facility manager or the Facility contract manager:

- the prevention measures it takes to ensure the safety of its workers;
- the dangerous activity phases and the corresponding specific prevention means;
- the adaptation of equipment, installations and devices to the nature of the operations to be carried out, and the definition of their maintenance conditions;
- any instructions and documents to be given to workers taking part in the operation;
- the conditions in which its workers, or those of its Subcontractors, take part in work carried out by another company in order to provide the coordination necessary for maintaining safety and, in particular, the command structure;
- a list of the positions occupied by workers likely to be under reinforced medical surveillance due to the risks linked to the works carried out within the scope of the Contract.

14.1.4 Safety of Workers Assigned to Performance of the Contract

Before the start of performance of the Contract, and in the place where it is to be performed, the Contractor is required to inform the workers it assigns to the operation of the specific dangers and risks of interaction to which they may be exposed and of the prevention measures defined.

In particular, it shall specify the demarcation and markings of dangerous zones, the instructions for use of collective and individual protection equipment and the access and exit pathways and procedures for the sector of operation and the CEA centre.

For services provided during the night, during periods when the CEA centre is closed or at a time when the CEA’s activity is interrupted, the Contractor shall take the measures necessary so that no worker works in isolation in a location from which he or she cannot be rescued quickly in the event of an accident.

The Contractor’s work in areas with particular risks or in a controlled atmosphere (radiological, biological, chemical and artificial optical radiation risks) must be planned by the CEA and the Contractor systematically on a case by case basis in the phases of least risk, in order to limit periods of simultaneous activity and the combination of different risks as far as possible.

The Contractor is bound by the same obligation vis-à-vis workers assigned to the project during the performance of the Contract. It shall inform the CEA in advance of the involvement of these new workers.

Article 14.2 Prevention Measures during Performance of the Contract

As an External company, the Contractor, and any Subcontractors, are required to take part in inspections and coordination meetings organised at the CEA's initiative and to which they are invited.
In addition, the Contractor shall inform its CHSCT, or failing this, the staff representatives, of the date of inspections and regular coordination meetings.

Where applicable, the Contractor shall comply with the provisions concerning the expanded Health and safety and working conditions committee (CHSCT élargi) set up in the CEA centre in question.

At its request, the Contractor may take part in the inspections and meetings to which it is not invited, when it considers it necessary due to the risks. It may also ask the CEA to organise inspections or coordination meetings if it considers it necessary for the safety of its workers.

The Contractor is required to supply to the CEA all information so that it can ensure that it is complying with the regulations, and correctly implementing the provisions stipulated by the Contract and the measures stipulated by the prevention plan and its associated documents (radioactive environment working files, fire permit, etc.). It shall demonstrate that it has indeed given each worker involved the instructions necessary for preventing risks of interaction and for effective provision of the service.

Inspections and regular coordination meetings shall include a review of the working safety conditions, on the basis of the provisions concerning Security - Nuclear safety - Radiation protection applicable to it. They shall give rise to a statement of conclusions signed by all the representatives present, and attached to the prevention plan.

If necessary, the prevention plan shall be updated after these inspections and regular coordination meetings.

**ARTICLE 15**

**INDIVIDUAL MONITORING OF THE HEALTH OF WORKERS**

**Article 15.1 Medical Surveillance of Workers Other Than Those Stated in Article 15.2**

The Contractor's and Subcontractor's occupational health physician shall send to the CEA's occupational health physician, at CEA's request, the parts of the individual medical files of the Contractor's and Subcontractors' workers that he or she requires.

The CEA's company doctor shall send to the Contractor's and Subcontractors' company doctors, at their request, indications on the specific risks to the health of the workers in question posed by the work.

On behalf of the Contractor and Subcontractors, the CEA shall carry out the additional examinations made necessary due to the nature and duration of the work carried out at the CEA by the Contractor's and Subcontractors' workers. The results shall be sent to the Contractor's and Subcontractors' company doctors, in particular in order to determine whether the workers in question are medically fit.

By agreement between the CEA and the Contractor or each of the Subcontractors and the occupational health physician in question, periodic medical examinations may be performed given by the CEA occupational health physician on behalf of the Contractor or its Subcontractors. The CEA occupational health physician shall send the results to the Contractor's or Subcontractors' occupational health physician, in particular in order to determine if they are medically fit.

Furthermore, when the Contractor or its Subcontractors regularly work as an External company in a CEA centre, an agreement entered into between the CEA and the Contractor or each of its Subcontractors may stipulate that the occupational health service of the concerned centre provides medical surveillance of the workers assigned there.

**Article 15.2 Medical Surveillance of Workers Exposed to Ionising Radiation and Working in an Establishment Comprising a Basic Nuclear Facility**

In the event that the Contractor's or the Subcontractors’ occupational health service, or that with which they are affiliated, does not have accreditation to provide medical surveillance for workers working in an establishment in which a basic nuclear facility is located, the CEA’s occupational health service provides medical surveillance for these workers.
The terms of this surveillance shall be specified in a written agreement entered into between the CEA and the Contractor or each of the Subcontractors.

ARTICLE 16
SPECIAL PROVISIONS

Article 16.1 Building or Civil Engineering Operations

When the Contract is performed in the context of a building or civil engineering site, the CEA, in its capacity as Client, shall appoint a health and safety protection coordinator.

In this context, the Contractor is required to:

- give the HPS coordinator free access to any location or person, and cooperate with him or her so that he or she can carry out his or her duties;
- within the time periods stated by the HPS coordinator, comply with the instructions given by the latter;
- if necessary, send its specific safety and health protection plan to the Client’s representative before the services are provided, and require its Subcontractors to do the same;
- within the time periods and in the forms stated by the HPS coordinator, supply all the documents necessary to create the “dossier d’intervention ultérieure sur l’ouvrage” (file concerning health and safety risks to be considered when undertaking work on the structure at a later time);
- if appropriate and in accordance with the terms stipulated by the aforementioned provisions, participate in the inter-company health, safety and working conditions group, and require its Subcontractors to do the same.

If article L. 4732-2 of the French Labour Code is applicable, the Contractor is required to comply with the ruling by the interim relief judge and may not claim a change in the price of the service, compensation and/or an extension of the performance period on this basis.

Article 16.2 Loading and Unloading Operations

When the Contract includes the performance of a loading or unloading operation, the Contractor shall send the CEA in advance the information and recommendations necessary for drawing up the safety protocol. The latter shall be signed by the Contractor and the CEA.

A specific safety protocol shall be drawn up for each loading or unloading operation. Nevertheless, for a repeated operation (concerning products or substances of the same kind, carried out in the same bays, according to an identical operating method, and implementing the same types of vehicles and handling equipment), a single protocol shall be drawn up prior to the first operation.

Article 16.3 Protection of Sites, Facilities and Activities Against Acts of Malevolence and Risks of Infringement of Secrecy

16.3.1 Protection of Sites and Facilities

The Contractor is required to comply with the legislative and regulatory provisions protecting CEA centres in different respects, in particular concerning:

- vitally important facilities;
- the protection and control of nuclear materials;
- protected areas connected to national defence;
- restricted regime areas.
16.3.2 Protection of Classified Defence and Sensitive Information

When the Contract requires access to classified defence information, or the use of such information, the Contractor, along with the workers assigned to performance of the Contract, must have a national defence secrecy accreditation at the level required. The necessary steps shall be taken by the Contractor, through the intermediary of the CEA.

The Contractor acknowledges having taken notice of the legislation applicable in this field and in particular the criminal penalties they provide for in the event of a breach, even if involuntary, of national defence secrecy.

In particular, the Contractor is required:

- in the case of a classified defence contract, to protect classified defence information of which it becomes aware or even has in its possession pursuant to the Contract;
- in the case of a sensitive contract, to take the precaution measures, including vis-à-vis its workers, aimed at ensuring that the conditions of performance of the Contract do not compromise the security or essential interests of the State.

Any breach or non-observation by the Contractor of the provisions above, even when resulting from lack of care or negligence, may lead to termination of the Contract under the conditions of article 39.2 of these GPC, without prejudice to the penalties stipulated by the French Penal Code.

Article 16.4 Radiation Protection

16.4.1 Radiation Protection Specialist

During performance of the Contract, when the presence, handling, use or storage of sources of ionising radiation may lead to a risk of exposure for workers, the Contractor shall appoint, or call on, a radiation protection specialist (hereinafter referred to as “PRC”), on the recommendation of its CHSCT or, failing this, the personnel representatives.

It shall send the contact details of this person to the CEA (Facility manager, Facility contract manager or Client representative in the case of a building or civil engineering site), before the start of performance of the Contract.

It shall ensure that the PRC has sufficient autonomy, skills and resources to perform his or her duties.

The Contractor shall involve its PRC with the definition and implementation of prevention measures. In this respect, the CEA's PRC shall make all useful contacts with the Contractor's PRC, who is in particular required to take part in the joint preliminary inspection and the regular inspections and coordination meetings stipulated in articles 14.1 et seq. of these GPC.

16.4.2 Reinforced Medical Surveillance in the Event of Exposure to Ionising Radiation in Establishments Comprising a Basic Nuclear Facilities

Reinforced medical surveillance will be provided for the Contractor’s workers exposed to ionising radiation and working in a CEA centre comprising a basic nuclear facility or an individual facility within a secret basic nuclear facility, under the conditions defined by article 15.2 of these GPC.

16.4.3 Dosimetric Monitoring

The Contractor shall be responsible for benchmark dosimetric monitoring of its workers who provide some or all of the services in supervised or controlled areas. In this respect, it shall provide them with a passive dosimeter suitable for the type of radiation and exposure level and ensure it is worn under the conditions required by the supplier.

For operations in controlled areas, when using an operational dosimetry system compatible with that of the CEA, the Contractor shall supply its workers with operational dosimeters and ensure they are maintained and regularly checked in accordance with the regulations. If the system is not compatible, the CEA shall provide the Contractor with operational dosimeters, and ensure they are regularly maintained and checked, with a financial consideration.
16.4.4 Use of sources of ionising radiation

When the Contractor uses a sealed source in a CEA Facility, it shall send the CEA the documents related to the authorisation of use issued by the competent nuclear safety authority.

When the Contractor brings a sealed source in its possession into the CEA, it shall inform the CEA of the characteristics of the source and send it the documents related to the holding authorisation issued by the competent nuclear safety authority.

ARTICLE 17

MEASURES IN THE EVENT OF NON-COMPLIANCE WITH APPLICABLE PROVISIONS CONCERNING SECURITY – NUCLEAR SAFETY – RADIATION PROTECTION

Article 17.1 Terms of Application

The provisions of this article may apply simultaneously or in succession.

Article 17.2 Total or Partial Suspension of Performance of the Contract

In the event the Contractor or one of its Subcontractors, whatever their position in the subcontracting chain, fails to comply with the provisions of this chapter, or in the event of danger to persons or property, performance of the Contract may be suspended by the CEA in whole or in part at any time, without prejudice to the full liability of the Client, until the latter has taken the prevention measures necessary to return to a normal situation, observed by the CEA (Facility manager, Facility contract manager or representative of the Client in the case of a building or civil engineering site).

The Contractor shall remain liable to the CEA for all harmful consequences for the CEA and suspension of the Contract and, in particular, the additional costs resulting from this suspension.

Article 17.3 Penalties

If the Contractor or one of its Subcontractors, whatever their position in the subcontracting chain, fails to comply with the provisions of this chapter, and in particular article 13.2, the Contractor shall be liable to the CEA, as an immediately applicable penalty, without prejudice to wider damages and without the need for advance notice, for a penalty of 1%, per incident, of the total amount of the Contract exclusive of taxes. The cumulative amount of these penalties may not exceed 10% of the amount of the Contract exclusive of taxes.

Article 17.4 Termination of the Contract

If the Contractor or one of its Subcontractors, whatever their position in the subcontracting chain, fails to comply with the provisions of this chapter, the CEA may terminate the Contract under the conditions stipulated in article 39.2 of these GPC.

The Contractor may not claim any compensation. It shall however remain liable to the CEA for all harmful consequences for the CEA of termination of the Contract and in particular, but not limited to, a delay or interruption to the services or additional costs resulting from signature of another contract replacing the previous one.
CHAPTER 7
RESOURCES FOR PERFORMANCE OF THE CONTRACT

ARTICLE 18
RESOURCES PROVIDED BY THE CONTRACTOR

Article 18.1 Personnel Resources
The Contractor shall assign a sufficient number of trained, fit, qualified and competent personnel to performance of the Contract to ensure the quality and continuity of the service, in particular in the event of absence, whatever the cause, of the personnel normally responsible for the service.

Article 18.2 Material Resources
The Contractor shall supply all the material resources, in particular equipment, tools, lifting appliances and utilities, necessary for performance of the Contract.

The resources supplied by the Contractor must be identified as belonging to it and must comply with the proper regulations and standards in force.

The Contractor and its Subcontractors shall use the material resources in perfect working order and in accordance with the proper regulations in force, in particular with regard to the verifications and calibrations to which they are subject. Evidence that the material resources are compliant (e.g. calibration reports, technical documents, initial visits, verification reports) shall be made available to the CEA.

These material resources must be used as intended, in accordance with the specifications and procedures of use.

The Contractor is responsible for the choice, supply, verifications, maintenance and inspections of its personnel’s individual protection equipment necessary due to the risks associated with the work (e.g. work clothes, gloves, goggles, safety shoes, security harness) and any specific risks identified in the facility in which the work is carried out (in particular, filtering masks and cartridges and safety goggles etc.).

In the exceptional circumstance that, notwithstanding the provisions of article 14.1.4 of these GPC, it has not been planned that the Contractor will work in an area with particular risks or under a controlled atmosphere and it cannot be postponed, the specific individual protection equipment that may be necessary for the Contractor’s personnel to work in the area in question shall be identified in the maintenance request form.
signed by the Facility manager or the Facility contract manager and the Contractor.

In accordance with article 21.2 of these GPC, the CEA must be assured that the Contractor is complying with its requirements at all times. If it fails to do so, the Contractor shall be liable to the CEA for an immediately applicable penalty, without prejudice to further damages and without the necessity for advance notice, of 1%, per non-compliance observed, of the total amount of the Contract exclusive of taxes. The cumulative amount of these penalties may not exceed 10% of the total amount of the Contract exclusive of taxes.

All the material resources dedicated solely to meeting the CEA’s needs and purchased by the Contractor for performance of the Contractor shall, unless this right is expressly waived, become the property of the CEA when it has paid for them in full.

**ARTICLE 19**

**RESOURCES PROVIDED BY THE CEA**

**Article 19.1 Conditions of Provision**

When the CEA provides the Contractor with moveable or immovable resources, working equipment or individual protection equipment, this shall be stipulated by the Contract (or give rise to a specific loan agreement) and by the prevention plan.

A report concerning the condition of such resources and witnessed by both parties, shall be drawn up when those resources are provided to the Contractor. As required, all the documents necessary for their operation, and the reports of the latest regulatory regular checks up to date, if applicable, shall be attached thereto. On request, the Contractor may have access to the history of the documentation possessed by the CEA for each resource provided.

From the date these resources are provided, the Contractor becomes their custodian and until they are returned shall assume all liability concerning their storage and use.

The Contractor is required to ensure that these resources are adapted for the use for which they are intended.

The Contractor is responsible for storing and maintaining them, and training its personnel in using them properly.

If the Contractor is subject to any attachment procedure, it undertakes to separate the resources and issue all protests and reservations so that the resources made available by the CEA cannot be confused with its own.

The Contractor shall bear the costs and risks linked to transporting the resources made available to it.

The Contractor may only use the resources made available to it for the purposes stipulated in the Contract, in accordance with the instructions for use, and is not permitted to modify them, disclose them or give them to third parties, or indeed copy them, even partially.

Land or premises shall always be provided on a temporary basis. In no case may such provision be considered as equivalent to a lease and/or give rise to any right for the Contractor to remain in the premises.

The CEA providing resources does not exempt the Contractor from liability in performance of the Contract and from performing its contractual obligations.
**Article 19.2  Return and Restoration Obligation**

The Contractor undertakes to return the resources made available to it by the CEA, when the Contract ends, whatever the cause.

The Contractor shall return the resources with all the documentation necessary to use them, updated by it and in particular including certificates of works, maintenance, repairs and regular regulatory inspections that have been carried out during the period for which they have been entrusted to it.

A report witnessed by both parties shall be drawn up concerning the return.

Resources destroyed, lost, stolen or damaged shall be, as chosen by the CEA, replaced by the Contractor with identical products or the CEA shall be entitled to claim their replacement or repair value from the Contractor.

**ARTICLE 20 SUPPLIES**

At the CEA’s request, the Contractor shall provide a list of the suppliers on which it calls for performance of the Contract.

All costs incurred for supplies, both principal and accessory, are deemed to be included in the price of the Contract. Under the conditions stipulated in the Contract and when proof of billing has been provided by the Contractor, they may give rise to partial payments.

When the CEA pays for any supply, by operation of law ownership thereof is transferred to it, and it must be identified as such. In this case, the Contractor shall keep and store it free of charge until incorporated into the supply chain within the scope of the Contract.

The Contractor shall transport the supplies, and more generally all materials and equipment necessary for performance of the Contract, to the required location, whatever the difficulties or length of the transportation.

The Contractor is required to use the types and qualities of materials, equipment and supplies stipulated in the Contract, and to state the details of their composition; the CEA reserves the right to request the modification or replacement thereof for reasons of safety or environmental protection.
CHAPTER 8
PROVISION OF THE SERVICES

ARTICLE 21
GENERAL CONDITIONS OF PERFORMANCE

Article 21.1 Illegal Employment – Penalties

In the event that the Contractor does not complete the formalities required by the French Labour Code covering measures against illegal employment, it must pay to the CEA, as an immediately applicable penalty for which advance notice is not required, a penalty of 1% of the total amount of the Contract exclusive of taxes, per instance of non-performance.

The amount of these penalties may reach 10% of the total amount of the Contract exclusive of taxes, but may not exceed the amount of the fines incurred pursuant to articles L. 8224-1, L. 8224-2 and L. 8224-5 of the French Labour Code.

Article 21.2 Supervision and Verifications by CEA

The CEA shall monitor and supervise the performance of the Contract, regardless of the supervision and verifications required of the Contractor.

In this respect, it may verify the compliance of the materials, equipment, supplies and service with regard to the provisions of the contractual documents stated in article 6 of these GPC.

Inspections may be conducted by the CEA or any duly empowered representative at any time.

At the CEA’s request, the Contractor is required to:

- all information concerning performance of the Contract of which the CEA considers it necessary to be informed;
- submit to the CEA the invoices and other documents that can be used to verify the nature and origin of the materials supplied;
- ensure that the CEA’s representatives have free access to sites, plants and workshops, including those of Subcontractors and suppliers.
The Contractor shall send to the CEA the results and reports of all inspections or tests, whether compulsory or not, concerning performance of the Contract.

If during any inspection and/or verification it appears that all or part of the Contract has not been performed in accordance with the contractual specifications, the CEA may request that the services are repeated, at the Contractor’s expense and risk, until the Contractor fulfils its obligations.

In any case, the inspections and verifications conducted by the CEA:
- shall in no way limit the Contractor’s liability under performance of the Contract;
- may not be deemed as acceptance, even partially, of the Contract;
- may not give rise to claims and/or disputes of the price and/or deadline and/or performance level expected.

**Article 21.3  Assessment of Performance of the Contract**

At the CEA’s request, the Contractor undertakes to complete any document concerning performance of the Contract and monitoring of the services.

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**ARTICLE 22**

**ADDITIONAL PROVISIONS TO WORKS CONTRACTS**

**Article 22.1  Documents to be Drawn up by the Contractor**

The technical prescriptions of the Contract stipulate the technical documents (plans, notices, calculation memorandum, etc.) and the number of copies the Contractor must draw up, and sets the deadline by which these documents must be submitted to the Project manager and to the Technical inspector.

The technical documents stated in this article shall be submitted to the Project manager and to the Technical inspector so that they can verify them and, if necessary, correct them before approving them.

Approval given by the Project manager and the Technical inspector does not release the Contractor from its obligation to comply with the Contract and does not discharge its liability.

If a modification is prescribed by the Project manager and/or the Technical inspector, the Contractor can present written objections, with explanation, within a period of eight working days.

The Project manager shall inform the CEA as to whether it accepts or rejects the objections made by the Contractor.

If the Contractor fails to submit the documents stated in this article to the Project manager and the Technical inspector and/or does not take into consideration the modifications prescribed by them, it shall be fully liable for the consequences of this omission, which may lead to the work performed being refused, and demolished at its own expense.

The Contractor shall also be liable for any delay in performing the work as a result of late submission of the documents stated in this article and for any corrections or additional studies required to update them.

In the absence of the Project manager, the Contractor shall fulfil the aforementioned obligations vis-à-vis the CEA.
Article 22.2 Management of Works

The Project manager is responsible for the management, monitoring and supervision of the works.

The Contractor is required to comply strictly with the orders of the Project manager.

Relations between the Project manager and the Contractor shall be established by the following documents:

- Notices to proceed drawn up and issued by the Project manager following approval from the CEA (failing this, for performance details, the clarifications given by the Project manager during site meetings and included in the weekly reports).

  Notices to proceed shall be drawn up by the Project manager in two original copies. The Contractor must return one of the two copies to the Project manager, with a signature. If the Contractor considers that the prescriptions in the Notice to proceed call for reservations by it, it must, on penalty of invalidity due to lapse of time, submit them to the Project manager in writing, within eight days, from the date of notification of receipt of the Notice to proceed;

- the documents comprising the Contract.

The Contractor must request the Notices to proceed and written or figurative instructions it may require with sufficient notice.

Article 22.3 Site Meetings

The Contractor is required to attend site meetings or to appoint a duly empowered and qualified agent to do so.

Any absence from site meetings shall be penalised at the rate of €500 exclusive of taxes per absence.

Site meetings shall take place once a week, unless the CEA decides otherwise. The date and time shall be set in the first week following opening of the site.

A written report approved by both parties shall be drawn up following each site meeting and distributed to the parties involved in providing the services.

Site meetings shall be separate from meetings organised about Security - Nuclear safety – Radiation protection, as stipulated in chapter 6 of these GPC.

Article 22.4 Scheduling - Leading - Coordination

Scheduling, leading and coordination duties are, as necessary, performed by a specialist service provider, the OPC.

The Contractor shall make available to the OPC free of charge, all the necessary documents for the latter to perform its duties, including in particular:

- the architect’s plans, technical plans, etc.;
- detailed estimates, technical memorandums, reports, procedural descriptions, etc.

The Contractor is required to supply to the OPC all information on the resources and techniques used, and to ensure that the information supplied is accurate.

The Contractor undertakes to collaborate with the OPC and to assist it with its duties, by searching with it for the measures to be implemented in order to meet the completion deadline, and if necessary to reduce delays, whether or not the Contractor is responsible for them.
Article 22.5 Protection of Structures

The Contractor must guarantee the materials, equipment, installations, supplies and tools against any damage they may sustain due in particular to bad weather, and must repair or replace at its own expense any damaged structures, whatever the cause of such damage is, unless any claim is taken against the third party responsible for such damage.

The Contractor is liable for the harmful consequences of thefts and damage of any kind which may occur on the construction site. It shall in particular be liable for those of which the occurrence is facilitated by its negligence or those committed by its agents.

The Contractor shall not be awarded any compensation or increased price and/or extended completion deadline due to losses, breakdowns, delays or damages caused by negligence, lack of foresight, insufficient resources, errors or bad weather.

Article 22.6 Construction Defects

When the CEA or Project manager alleges that there are construction defects in the structures constructed by the Contractor, it may, by Notice to proceed, either during performance or before acceptance, order any measures that can reveal the alleged defects.

The resulting expenses shall be borne by the Contractor when construction defects are found and recognised, on by the CEA when this is not the case.

The demolition of whole or part of structures, which may be required if defects are found and recognised, shall be the responsibility of the Contractor. The same applies to rebuilding these same structures or part of structures; no compensation shall be paid and the price and deadline shall not be changed.
CHAPTER 9
DEADLINES

ARTICLE 23
COMPLETION DEADLINES

Article 23.1 General Provisions
The Contract completion deadline is set in the contractual documents as stated in article 6 of these GPC.
The Contractor shall submit a detailed performance schedule to the CEA by the date performance of the Contract starts.
The Contractor shall keep the detailed performance schedule updated, and show any change in deadlines and/or stages and/or dates agreed, as the Contract is in progress.

Article 23.2 Performance of the Contract
The Contractor is required to abide by the completion deadline. To this end, it must:
- firstly, maintain a sufficient number of workers, supervisors and managers;
- secondly, have all equipment, supplies, tools, motors and resources necessary and appropriate for correct performance of the Contract.
In the event a delay is observed in performance of the Contract, the Contractor must take all measures to accelerate it, at its sole expense, and without prejudice to the application of the delay penalties provided for in article 24 of these GPC, whether or not the CEA has given it formal notice to do so.

Article 23.3 Modification of Completion Deadline
The Contractor must inform the CEA of any event that may modify the completion deadline when it occurs, or within the next eight calendar days.
When such events cannot be attributed to the Contractor and the latter has done its utmost to limit the effects thereof, the completion deadline may be extended by means of an Amendment, taking into consideration any additional performance costs connected to this extension, when they are duly proven.

In all other circumstances, the Contractor's failure to abide by the completion deadline shall lead to the application of delay penalties as provided for in article 24 of these GPC.

**ARTICLE 24**

**DELAY PENALTIES**

If the completion deadline (extended as stated in article 23.3 if applicable) is not met, whether this is the final or an intermediary deadline, the Contractor shall be liable vis-à-vis the CEA, as an immediately applicable penalty, for penalties calculated according to the amount exclusive of taxes of the stage in question, at the rate of 1/1000 per calendar day of delay.

These delay penalties may not exceed 10% of the total amount of the Contract exclusive of taxes.

They are applicable without prior notice and the CEA may invoice the Contractor for such penalties at any time.

Penalties invoiced during performance of the Contract due to a delay in meeting an intermediary deadline constitute provisional penalties, which become definitive when the contractual deadlines are reached. They shall be determined by comparing the actual completion dates with the contractual deadlines. The penalties applied provisionally shall be returned in full or in part if the delay is fully or partially caught up.

Delay penalties shall not be deemed as granting discharge from obligations. Furthermore, they are separate from other penalties to which the delay may give rise, in particular termination of the Contract under the conditions of article 39.2 of these GPC.

In the case of Consortium, the CEA shall send the invoices for delay penalties to the leading contractor, who shall be in charge of sharing those amongst the members of the Consortium responsible for the delays.

The amount of the delay penalties, of whatever nature, shall be automatically deducted without consultation from the sums due by the CEA to the Contractor.
CHAPTER 10
FINANCIAL PROVISIONS

ARTICLE 25

PRICE OF THE CONTRACT

Article 25.1 General Provisions

The price shall be stated in the Contract. It is a fixed global price. The price shall be stated exclusive of value added tax (VAT) and customs duties. It shall be indicated in euros.

A fixed price shall mean the price remunerating the Contractor for performing all or part of the Contract, whatever the quantities delivered or performed and the resources necessary to do so. It will be referred to as a total price when it is made up of the sum of the prices of the services that are the subject of the Contract.

The price may be subject to variation under the conditions stipulated in article 25.2 of these GPC.

Article 25.2 Price Variation

Any variation in the price shall be based on the month when the Tender was submitted.

The Contract may provide for the update, adjustment or review of the price.

The Contract shall be entered into at a price to be updated in accordance with changes in economic conditions between the consultation and the start of performance of the Contract. Such updated price shall remain firm throughout performance of the Contract.

The Contract shall be entered into at a price that can be adjusted when its development is calculated on the basis of a reference representing the changes in the price of the service, as defined in the Contract.

The Contract shall be entered into at a price that can be revised, when it can be modified by a formula producing a contractual price from a breakdown of the service into its elementary costs expressing the breakdown of elementary costs of the service in the conventional manner at a fixed amount. The terms of application of this price revision formula shall be set, as applicable, in the Contract. The price shall only be adjusted or revised within the limitation of the contractual execution deadline.

The updating, adjustment or revision coefficients shall be rounded down to the next thousandth.

If any one of the price revision formulae is no longer available, the Parties shall consult each other to choose a replacement index in good faith.
Article 25.3  Content of Price

The CEA reserves the right to request that the Contractor break down its price when the Tender is submitted. The price breakdown shall show in particular:

- the direct expenses broken down into labour costs, main supplies and equipment costs;
- local and head office general costs;
- the margin for unexpected expenses and profits.

The Contractor recognises that the price takes into account all prescriptions, warranties, constraints and obligations resulting from the Contract, profit for the Contractor, taxes and fees of all kinds, and all costs, charges and unexpected expenses that may result from performance of the Contract, and in particular those connected to:

- any aspect whatsoever of labour, in particular salaries and wages, social security contributions, bonuses and various allowances for seconded labour, and bad weather, leave, overtime, accommodation, food and medical surveillance costs;
- the safety and protection devices the Contractor is required to install in accordance with the appropriate legislation in force, and their commissioning, lighting, maintenance and removal;
- any trials and the costs of designs, drafting and dissemination of working plans;
- packaging costs;
- the carriage of equipment and materials to the place of use, whatever the distance to be covered and the resources required due to the layout of the premises, and in particular loading, unloading and lifting costs;
- all the site installations, site utilities, means of transport, equipment, scaffolding, motors and tools of any kind necessary for performance of the Contract with, where applicable, all handling the site may require;
- the difficulties of accessing the premises, obstructions or narrow access ways and premises, and the simultaneous presence on the premises of several companies;
- connections to water, electricity and sanitation networks;
- the implementation of the provisions concerning Security – Nuclear safety – Radiation protection, in particular those connected to the coordination of works and coordination concerning safety and health protection;
- insurance costs, except for those covered by the CEA;
- the use of patented procedures or devices and the use of software use rights and licences and more generally the use of all intellectual property rights;
- the cost of acquisition or use of all of the Contractor’s, and any Subcontractors’, Background information;
- the charges and financial consequences resulting from the technical requirements of inspection and prevention organisations in the context of their work;
- the establishment and maintenance of provisional site structures such as communication pathways, car parks, water flow systems, installations necessary for the supply of water, electricity, compressed air, telephone and more generally, the Contractor’s contribution to joint expenses or a proportional share;
- performance of the Contract in controlled or regulated access areas, and the costs incurred by regulatory and/or contractual requirements concerning quality and Nuclear Security;
- the costs connected to the opening and closing of the site, and clearing rubble and waste from the site;

- the assignment or concession of intellectual property rights to the Results and Background information.

**Article 25.4 Consortium (Groupement momentané d'entreprises - GME)**

If the Contract is entered into with a Consortium, the price associated with each part of the Contract is deemed to include the expenses and margins of each member of the Consortium for performance thereof, including any charges the latter may be required to reimburse to the leading contractor.

The price associated with the leading Contractor’s part of the Contract is also deemed to include the expenses and margins concerning the measures to be taken to remedy any failings by the other members of the Consortium and the consequences of these failings.

If the Contract does not state any particular provision for paying expenses to the leading Contractor resulting from his work of co-ordination of the members of the Consortium, these expenses shall be considered as being covered by the price associated with each Contract part.

**Article 25.5 Subcontracting**

For subcontracting, the price is deemed to cover the costs of the Contractor coordinating and overseeing the Subcontractors and the consequences of any failure by such Subcontractor(s).

**Article 25.6 Customs Exemptions Scheme**

Due to its activity, the CEA is entitled to an exemption from customs duties applicable to the import of scientific instruments and devices and spare parts under the conditions of EEC regulation no. 918/83 and the French Official Customs Bulletin no. 6558 of 26 July 2002.

To this end, the Contractor undertakes to supply, within an appropriate time frame, the documents necessary for the CEA, its forwarding agent or the Contractor’s forwarding agent to submit the application for exemption from customs duties.

With respect to the items that are the subject of the Tender, the Contractor undertakes to state in its Tender and on the sale documents (e.g. contract, invoice) their customs origin and the last country from which they have come.

The Contractor shall inform the CEA, at least one month before the date the merchandise actually arrives, so that the latter can order the exemption application before the import declaration is filed. Otherwise, the amount of the customs duties unduly paid by the CEA shall be borne by the Contractor.
ARTICLE 26
PARTIAL PAYMENT AND ADVANCE PAYMENT

Article 26.1 Partial Payment
A partial payment is a payment made by the CEA to the Contractor after completion of part of the Contract.
The partial payment shall be paid after the related service is deemed to have been done.
Its amount may not exceed the value of the services or the value of the supplies with which it is associated.

Article 26.2 Advance Payment
An advance payment is a sum paid in advance by the CEA to the Contractor for performance of part of the Contract.
Advance payments are not permitted unless agreed by the CEA.
They shall only be permitted when the Contractor has constituted a first demand guarantee for the same amount.
They may not exceed 20% of the total amount of the Contract exclusive of taxes.
Advances shall be imputed, until discharged, on the terms of following payment instalments due to the Contractor.
Advance payments must be returned to the CEA in the event that the Contract is terminated before the service for which the advance payment is made has been provided in accordance with the prescriptions of the Contract.

ARTICLE 27
PAYMENT OF THE PRICE

Article 27.1 Payment Terms
All payments shall be subject to receiving an invoice drawn up by the Contractor.
Invoices shall be paid within 30 days from the end of the month in which they are issued, after delivery or performance is declared compliant under the conditions of chapter 11 of these GPC.
If payment is received late, the late payment penalty may not be lower than three times the statutory interest rate.

Article 27.2 Payment in case of Consortium (GME)
If the Contract is signed with a Consortium, only the leading contractor is authorised to submit invoices.
Payment for the services provided shall be made to a single account opened by the leading contractor, unless the Contract provides for distribution of payments amongst the members of the Consortium and states the means of such distribution.
ARTICLE 28

OFFSETTING

The CEA may, by operation of law, legally and financially offset any sum it may owe to the Contractor and any sum due to it by the latter pursuant to the Contract or any other debt.

The CEA and the Contractor shall each issue the corresponding invoice.

ARTICLE 29

PROVISIONS SPECIFIC TO WORKS CONTRACTS

Payment for the Contract shall be made on the basis of monthly statements drawn up during the execution of Contract and a general statement after acceptance of the Contract.

Article 29.1 Monthly Statements

29.1.1 Content of Statements

Each month the Contractor shall submit a draft monthly statement to the Project manager.

This draft monthly statement shall show in particular on the last day of each month:

- the total and detailed amount of the share for work performed;
- where applicable, the total amount for additional work performed.

29.1.2 Terms of Calculation and Payment

The draft monthly statement drawn up by the Contractor shall be duly verified by the Project manager, who forwards it to the CEA with any observations and proposals.

On the basis of this draft monthly statement, the CEA shall inform the Contractor of the amount to be invoiced, which is deemed as a monthly statement.

Invoices shall take into account partial payments previously made, penalties and more generally all sums for which the Contractor is liable for or due to it.

These amounts are not definitive and are not binding on the Parties.

Article 29.2 Final Statement and General Statement

29.2.1 Preparation and Sending of Final Statement

When the works are completed, the Contractor, simultaneous with the draft monthly statement associated with the last month in which they were performed or instead of this draft, shall draw up the draft final statement establishing the total amount of the sums it can claim pursuant to performance of the Contract.

The draft final statement is the request for final payment by the Contractor. It shall be drawn up using the same basic prices as the draft monthly statements and include the same sections as such statements.

The draft final statement shall be submitted to the Project manager within 45 calendar days from the date of acceptance of the works without reservations. This period is reduced to 15 calendar days if the Contract completion deadline does not exceed three months.
In the event that acceptance is pronounced, but with reservations, the period of 45 calendar days (or 15 calendar days if the Contract completion deadline does not exceed three months) starts to run from the date of signature of the reservation resolution report.

The Contractor shall be bound by the statements and amounts shown on the draft final statement.

The draft final statement drawn up by the Contractor shall be accepted or amended by the Project manager.

It then becomes the final statement.

If a formal notice remains unanswered, the final statement may be drawn up without consultation by the Project manager at the Contractor’s expenses. It shall then be sent to the Contractor with the general statement.

### 29.2.2 Preparation and Sending of General Statement

The Project manager shall then draw up the draft general statement, which includes in particular:

- the final statement as defined in article 29.2.1;
- a summary of the payment of statements;
- the balance, established using the final statement and the last monthly statement.

The draft general statement shall be signed by the CEA.

On the basis of the draft general statement, the CEA shall draw up the general statement.

The general statement shall be signed and sent to the Contractor by registered post with acknowledgement of receipt 45 calendar days after the date the Contractor submits the draft final statement to the Project manager.

This period shall be reduced to 30 calendar days for Contracts where the completion deadline does not exceed three months.

Within a period of 45 calendar days of its sending, the Contractor shall forward the signed general statement to the CEA, with a copy to the Project manager, with or without reservations, or shall state the reasons for refusing to sign it. This period shall be reduced to 30 calendar days if the Contract completion deadline is less than three months from the start date.

#### 29.2.2.1 Failure to send by deadline

In the event the Contractor has not forwarded the general statement to the Project manager under the conditions of article 29.2.2, it shall be deemed to have accepted this general statement, and this acceptance is definitively binding on the Parties. It becomes the definitive general statement for the Contract.

#### 29.2.2.2 Absence of reservations

If the general statement is signed without reservations, said acceptance is definitively binding on the Parties. It becomes the definitive general statement for the Contract.

#### 29.2.2.3 Refusal or reservations

If the Contractor refuses to sign the general statement, or does so with reservations, it must state the grounds for this refusal or the reservations in a claim report, which specifies the amount of the sums it is claiming in payment together with supporting documentary evidence, showing, on penalty of invalidity due to lapse of time, claims previously made and for which definitive payment has not been made. This report must be sent to the CEA under the conditions of article 29.2.2.

If partial reservations are made, the Contractor is bound by its implicit acceptance of the parts of the statement with which these reservations are not connected.
The CEA then has a period of 30 calendar days, if the Contract completion deadline is three months or less from the start date, and 45 calendar days, if the Contract completion deadline is more than three months from the start date, from the date of receipt of the Contractor’s report, to state in writing whether or not it accepts the observations made in the report.

If the CEA does not respond within these periods, the Contractor’s observations shall be deemed to have been rejected.

If the Contractor does not accept the CEA’s explicit or implicit decision about its report, it must refer the matter to the competent jurisdiction within a period of 30 days from the date of notification of the CEA’s decision or from expiry of the periods stated in paragraph 3.

Otherwise the Contractor shall be considered to have accepted the CEA’s decision and any later claim shall be inadmissible.

29.2.2.4 Refusal or reservations without explanation

If the Contractor has sent the general statement to the Project manager within the period of 30 calendar days or 45 calendar days set in article 29.2.2, but has not given an explanation for its refusal or has not stated in detail the reasons for its reservations, specifying the amount of its claims, it is deemed to have accepted the general statement, and this acceptance is definitively binding on the Parties. It becomes the definitive general statement for the Contract.
CHAPTER 11
ACCEPTANCE AND WARRANTY

ARTICLE 30
GENERAL PROVISIONS

Acceptance shall be initiated by the Contractor who shall be responsible for all actions involved therein.

Acceptance is the event by which the CEA declares that it accepts the services in the Contract, with or without reservations or with a price reduction.

Acceptance is pronounced in the presence of both parties and gives rise to the drafting of a report.

Acceptance indicates the transfer of custody and risks.

If reservations are made, the acceptance report shall list them and inform the Contractor of the period set to remedy the non-compliances found.

At the end of this period, the CEA shall pronounce:

- either that the reservations are lifted, if the Contractor has remedied the non-compliances. A report witnessed by both parties records the lifting of reservations;
- or a reduction in the price of the Contract, if the services are not entirely compliant with the contractual stipulations but may nevertheless be accepted as is.

In the event of a price decrease, whether or not as a consequence of reservations not being lifted, the CEA shall send the Contractor an offer to accept the services as is for an amount determined by it. The Contractor shall have a period of 15 working days to present any comments; once this period has ended it shall be considered to have accepted the CEA’s offer. If the Contractor makes any observations, the CEA then has 15 working days to give notice of its definitive decision.

If there are many or significant non-compliances in the services, the CEA reserves the right to refuse to accept them, without prejudice to the application of the delay penalties stipulated in article 24 of these GPC. If the CEA refuses to pronounce acceptance, it shall notify the Contractor in writing. This notification can grant a period of 30 working days, valid as notice, to submit the Contract services for acceptance a second time. If they are still not compliant or if the Contractor does not meet the deadline to correct the non-compliances, the Contract shall be terminated under the conditions of article 39.2 of these GPC.
When the subject of the Contract is subject to initial regulatory compliance inspections, and if there is no specific clause included in the Contract documents, acceptance includes these, which must be pronounced with the reservation, and they shall be borne by the Contractor.

**ARTICLE 31**

**ADDITIONAL PROVISIONS RELATING TO SERVICES**

For services which only require a summary examination, acceptance shall be pronounced by the CEA immediately after they are provided.

For services requiring a more detailed examination, acceptance shall be pronounced by the CEA within a period of 15 working days after they are provided.

The Contractor undertakes to correct any error made by it within one year from the date of acceptance, without prejudice to any compensation which may be awarded to the CEA.

**ARTICLE 32**

**ADDITIONAL PROVISIONS RELATING TO SUPPLIES**

Acceptance entails transfer of ownership of the supplies subject to the provisions of articles 12.2 and 20 of these GPC.

The Contractor is responsible, at its expense and under its liability, for unloading, storing and securing of the supplies until they are accepted.

In the event that the acceptance report contains reservations, the Contractor has a maximum of 15 working days to remedy the non-compliances found and stated in the acceptance report.

**Article 32.1  Inspection in Place of Manufacture**

With a view to acceptance, the Contractor shall invite the CEA in writing, with a maximum of 15 working days’ notice, to carry out the inspection of the equipment in the place of manufacture, specifying the CEA Contract number, the date and place of inspection and the details of the equipment to be inspected and the tests to be conducted.

The inspection conducted by the CEA shall not exempt the Contractor from any liability concerning the quality and compliance of the equipment with all legislation in force, in particular with respect to health and safety in the workplace, the obligations to supply the relevant certificates and more generally its liability pursuant to the contractual obligations.

**Article 32.2  Assembly on CEA site**

The Contractor shall inform the CEA of the identity of the person responsible for assembly work within CEA Facilities.

Under its own liability and at its own expense, the Contractor shall take the measures necessary to protect property and persons according to the risks inherent to carrying out assembly work.

The Contractor is involved in all activities involved in successful completion of the assembly work, and in particular the costs for layout and measurement of the CEA Facilities, including layout or marking device and the supply of materials, tools, soldering workstations and motors necessary for assembly work.
Before starting the assembly work, the Contractor has a strict obligation, on penalty of bearing the consequences of its negligence, to do the following:

- ensure on site that the dimensions and indications on the plans provided to it by the CEA are accurate and that the CEA's Facilities on which its equipment must be assembled have been constructed in accordance with these plans;
- draw the CEA's attention immediately to the parts of the Facilities which, to its knowledge, are not correctly constructed in order that the equipment can be connected or installed, or that it operates correctly.

Once the assembly work is completed, the Contractor shall carry out any reclosing, sealing or supports, or bear the costs thereof.

The Contractor shall also perform all calibration necessary to ensure the equipment operates correctly.

If equipment or installations belonging to the CEA or third parties are damaged by the Contractor, it shall repair or replace them as soon as possible. In an emergency, if the Contractor is not available, the CEA may issue an injunction, and if no response is received, it reserves the right to replace or repair the concerned equipment or installation, at the Contractor's expense.

**Article 32.3  Industrial Commissioning**

When an advance industrial commissioning phase is necessary to pronounce acceptance, during this period the Contractor shall be liable for its operation. It shall carry out all reviews, repairs or modifications necessary to fulfil the Contract conditions at its own expense.

The equipment must operate without any incident requiring it to be stopped. However, the Contractor shall carry out any calibrations, adjustments and modifications it considers necessary in compliance with the requirements of any on-going works and the operation of the CEA’s Facilities.

Furthermore, the Contractor may only act during this operation with the CEA’s agreement and under the conditions set by the latter. If it does not abide by these conditions, the Contractor shall bear the costs incurred for stopping the equipment.

If the interruptions to the equipment's operation occur at an abnormal frequency or if continuation of the industrial commissioning presents any dangers, the CEA has the right to interrupt the industrial commissioning after informing the Contractor thereof.

Once it has been made compliant, the equipment will be restarted and the contractual duration of the period stipulated for industrial commissioning extended for the duration of the interruption.

If interruptions due to the Contractor’s equipment or personnel lead to additional costs for other service providers, the Contractor shall be liable for these costs.

During the industrial commissioning period, the Contractor shall supply to the CEA personnel responsible for the normal operation of the equipment the instructions concerning the smooth running and maintenance of the equipment.

Utilities and, generally, all operating consumables shall be supplied to the Contractor by the CEA.

**Article 32.4  Tests**

If the Contract stipulates that tests are to be conducted to pronounce the acceptance of supplies, the Contractor shall be responsible for providing the testing equipment and appliances and shall bear all other costs connected to the tests except for utilities and, generally, all operating consumables.

When the Contractor considers that the supply is ready to undergo the tests with a view to acceptance, it shall notify the CEA in writing.
The Contractor and the CEA shall agree a date of completion for the tests, which must in any case start within ten calendar days following this notification.

The CEA shall carry out the tests, or have them carried out, in the presence of the Contractor. If the absence of the latter does not hinder the progress of the activities, it shall not in any way affect the validity of the decisions made following these tests. Conversely, if the Contractor’s presence is essential for the smooth running of the tests, its absence means that the CEA reserves the right to apply a delay penalty under the conditions set in article 24 of these GPC and convene it to conduct the tests on another date.

In the event that conducting tests leads to disputes, a new series of tests shall be entrusted to an organisation specially designated for this purpose, at the CEA’s initiative. The corresponding costs shall be borne by the party the results show to be in the wrong.

Article 32.5 Warranty

Without prejudice to any applicable statutory warranties, the warranty period for supplies is one year, and the Contractor remains liable for all items it has supplied during this period.

The Contractor may propose, and the CEA choose, that materials, parts or devices which, during the warranty period, present defects which make them unsuitable for the purpose for which they are intended or which may reduce their duration of use, are:

- either replaced free of charge by the Contractor, and the warranty period for all of the supply extended for a period equal to the time it was unavailable;
- or reimbursed by it at the replacement price (parts and labour);
- or repaired or modified by it, at its own expense, and the warranty period for all of the supply is extended for a period equal to the time it was unavailable.

All replacement, labour, transportation and other costs resulting from implementation of this warranty shall be borne by the Contractor, except for those resulting from normal wear and tear or which are the fault of the CEA.

The Contractor shall also be responsible for worked in regulated areas and, in such circumstances, taking all measures necessary, at its own expense.

The warranty period shall be extended automatically by the duration, duly recorded, of the periods of unavailability and extensions, and after the Contractor has remedied all vices and defects that may be found before this expiry date.

ARTICLE 33

ADDITIONAL PROVISIONS CONCERNING INFORMATION TECHNOLOGY PRODUCTS

The information technology product in the sense of this article is understood as any product such as software, computer applications and databases, including object and source codes, compilers, utilities, generators and other tools used, and the associated documentation.

Article 33.1 Provisional Acceptance

The Contractor shall provide the CEA with the information technology products necessary for the provisional acceptance actions.
Upon receipt, the CEA shall verify its compliance with the contractual stipulations and that it runs smoothly, including compliance with performance targets.

If the CEA observes that the information technology products are compliant, it shall draw up a provisional acceptance report without reservations. Once provisional acceptance is pronounced, the regular service verification period opens under the conditions set in article 33.2.

If the CEA finds that the information technology products are not compliant, it may:

- either, if the non-compliances are not significant, pronounce provisional acceptance with reservations. In this case, the Contractor shall be granted a period of 30 working days, deemed to be a notice period, to correct the non-compliances for which reservations are given, and submit a new version of the information technology products to the CEA. At the end of this period of 30 working days:
  - if the information technology products are compliant, the CEA and the Contractor shall sign a reservation lifting report, and the regular service verification period stipulated in article 33.2 of these GPC then opens;
  - if the information technology products are not compliant or if the Contractor does not abide by the time period of 30 working days to correct the non-compliances about which reservations are made, the Contract shall be terminated under the conditions of article 39.2 of these GPC;
- or, if the non-compliances are significant or numerous, pronounce that acceptance is deferred under the conditions stipulated in article 33.4 of these GPC.

Article 33.2 Verification in Regular Service

When provisional acceptance without reservations is pronounced, the verification period for the information technology products in regular service starts, to run for a period of six months, in order to verify that it is fully integrated into the CEA information technology environment.

To do so, the information technology products are installed and used in the CEA’s production environment. The Contractor undertakes to correct all non-compliances that are revealed during the regular service verification period and which are flagged by the CEA under the conditions and time periods required by the CEA.

At the end of this period, the CEA shall pronounce definitive acceptance of the information technology products provided that, firstly, they have operated satisfactorily for more than 30 consecutive days during this period, and secondly, if the Contractor has been informed of non-compliances, that those have been corrected. The CEA shall draw up a report to record the definitive acceptance.

If at the end of this regular service verification period, the CEA finds that the information technology products contain non-compliances, the CEA may:

- either, if there are significant or numerous non-compliances or if the information technology products have not operated satisfactorily for the last 30 consecutive days, pronounce that definitive acceptance is deferred under the conditions stipulated in article 33.4 of these GPC;
- or, if the non-compliances are insignificant, pronounce definitive acceptance with reservations under the conditions stipulated in article 33.3 of these GPC.

The regular service verification period is extended by 60 days, at the CEA’s request, if the Contractor has delivered to the CEA, within the 15 days prior to the expiry of this period, a new version of the information technology products, correcting the non-compliances flagged in order to enable the CEA to test this new version.
Article 33.3 Definitive Acceptance with Reservations

If, at the end of the regular service verification period stipulated in article 33.2 of these GPC, the CEA finds that information technology products contain significant non-compliances, it may decide to pronounce definitive acceptance with reservations.

In this case, the Contractor shall be granted a period of 30 working days, deemed to be a notice period, to correct the non-compliances for which reservations are given, and submit a corrected version of the information technology products to the CEA.

If, after verification, the information technology products are compliant, the CEA shall sign a reservation lifting report with the Contractor.

If the information technology products are not compliant or if the Contractor has not submitted a new version of the information technology products within the time period given, the CEA may:

- either pronounce partial definitive acceptance for the compliant part of the information technology products with a price reduction;
- or terminate the Contract under the conditions of article 39.2 of these GPC. The Contractor undertakes to repay immediately the sums which, where applicable, were paid to it when the acceptance with reservations was pronounced.

Article 33.4 Postponing Acceptance

The CEA may decide to pronounce the deferment of acceptance, by registered post with acknowledgement of receipt, in the circumstances stated in articles 33.1 and 33.2.

The Contractor shall then be granted a period of 30 working days, equivalent to a notice period, to develop a new version of the information technology product.

If, after verification, the CEA finds that the information technology products are compliant, it shall draw up a provisional acceptance report without reservations in the circumstance stated in article 33.1, or it shall carry out a new verification in the circumstance stated in article 33.2.

If the CEA finds that the information technology products are not compliant, it may:

- either defer acceptance again;
- or, in the circumstance stated in article 33.1, pronounce provisional acceptance with reservations if the non-compliances are not significant;
- or, in the circumstance stated in article 33.2, pronounce partial definitive acceptance for the compliant part of the product with a price reduction, or carry out a new regular service verification;
- or terminate the Contract under the conditions of article 39.2. The Contractor undertakes to repay immediately the sums which, where applicable, were paid to it when the acceptance with reservations was pronounced.

Article 33.5 Information Technology Products Compliance Warranty

The Contractor warrants to the CEA that the information technology products are compliant with the technical specifications validated by both Parties.

For a period of 12 months from the date of definitive acceptance of the products, at the CEA’s request, the Contractor shall provide corrective software maintenance services free of charge.

After this period, the Contractor undertakes to provide technical assistance and maintenance services to the CEA for a period agreed by mutual agreement from the date of definitive acceptance of the information technology products.
ARTICLE 34
ADDITIONAL PROVISIONS ON STRUCTURES

Acceptance entails transfer of ownership subject to the provisions of article 12.2 of these GPC.

Article 34.1 Acceptance of Structures

When it considers that the structures are ready to be accepted, the Contractor shall ask the CEA in writing, with a maximum notice period of 20 working days, to pronounce acceptance.

Within eight days from sending the abovementioned letter, the Contractor shall submit to the CEA:

- the completed structure files (dossiers des ouvrages exécutés (DOE)) including, at least, the construction plans conforming with the structures built, drawn up by the Contractor, operating notices and maintenance instructions;

- for technical lots, installation guides, the features of machinery installed and manufacturers’ name, the corresponding running and maintenance memorandums and more generally, all of the handover file required by the proper regulations in force.

The Contractor shall also provide evidence to the CEA that it has submitted to the health and safety protection coordinator the documents necessary for preparing the post-construction works file (DIUO).

If reservations are stated on the acceptance report, the Contractor has a period of three months from the date of acceptance to carry out the work necessary in order to carry out the works necessary for them to be lifted.

After this period, the CEA may carry out, or have carried out, the work to have the reservations lifted at the expense and risk of the Contractor at fault.

The cost of the works to lift reservations may be deducted by the CEA by as of right from the sums it still owes to the Contractor pursuant to the Contract.

Article 34.2 Partial Handover

The CEA may require the Contractor to make certain parts of the structures, even if not yet completed, available in particular in order that it can use them or have other Contractors provide services other than those that are the subject of the Contract.

Prior to these parts of structures being made available, an inventory shall be prepared jointly by the CEA and the Contractor.

This inventory is not to be deemed as acceptance.

When the handover period has ended, a new joint inventory shall be prepared.

Handover temporarily leads to transfer of custody and risks to the CEA.

Nevertheless, the Contractor remains liable for any damage attributed to it.

ARTICLE 35
WITHHOLDING

At the time of acceptance, if some or all of the documents associated with performance of the Contract is (are) not submitted, the CEA reserves the right to make a specific withholding of 5% of the total amount of the Contract exclusive of taxes, until the whole documentation is submitted.
ARTICLE 36

CONTRACTOR’S THIRD PARTY LIABILITY

Under the conditions of ordinary French law, the Contractor shall be liable for damages of any kind, which may be sustained by it or its agents, the CEA or its agents, or third parties, or that their property may sustain as a result of the performance of the Contract.

In the event of radiation and/or radioactive contamination damage sustained by the CEA under construction, cleaning up and/or dismantling works, Contracts, and if the damage is the result of the Contractor’s fault, the latter shall compensate the CEA for the expenses and additional costs incurred by the latter to reduce or remove the radiation and/or radioactive contamination.

The Contractor and its insurers waive the right to take any action against the CEA and its insurers for damage of any kind that may be sustained by the property it (the Contractor) owns, leases, or has in its possession. The Contractor shall impose the same renunciation from any of its Subcontractors.

ARTICLE 37

THIRD PARTY LIABILITY IN THE FIELD OF NUCLEAR ENERGY

Under the conditions and within the limitations laid down by the provisions of the French Environmental Code applicable to third party liability in the field of nuclear energy, or any later legislation which amends or replaces it, setting the measures for implementation in France of the Paris Convention on third party liability in the field of nuclear energy, the CEA, as operator of a nuclear installation, is liable for any damage to persons and property caused by a nuclear accident with its origin in this facility or occurring during the carriage of nuclear substances under its liability.
However, this liability does not extend to damage sustained by the Contractor’s property when on the site of the CEA nuclear installation and which has to be used in connection with any of the facilities covered by third party in the field of nuclear energy.

In addition, the CEA may take any legal action against the Contractor for nuclear accidents that occur within a period of one year following the end of performance of the Contract, if the cause of the accident results from an intentional fault committed by the Contractor, any Subcontractors or their respective agents, in particular by breaching the Security - Nuclear safety – Radiation protection rules. Claims are limited, per event, to 20% of the amount of the Contract exclusive of taxes, and may not exceed the sum of €250,000.

**ARTICLE 38**

**INSURANCE**

**Article 38.1 Contractor’s Insurance**

The Contractor must take out, and keep valid, the insurance policies necessary to cover the risks and liabilities incumbent upon it, at a sufficient amount, pursuant both to French ordinary law and its contractual undertakings subject to the possibility of coverage available on the insurance market.

The Contractor shall produce insurance certificates for general public liability and professional legal liability covering the financial consequences of all consequential and non-consequential physical injury, and tangible and intangible damage before or after delivery and/or acceptance.

The certificates must be issued by its insurance company, be dated from less than six months previously, and state the number and date of effect of the Contract, the cover granted, the cover limits and excesses, the activities, the nature of the services or work covered, and proving that it is up to date with payment of its premiums. Likewise, the Contractor must submit a certificate of ten-year legal liability guarantee, if applicable.

If these certificates are not supplied, the CEA shall be entitled to make a withholding equal to 5% of the amount of the Contract, excluding taxes, until the certificates defined hereinabove are supplied.

The Contractor shall take responsibility for all declarations and other formalities required by its policies, and it waives the right to rely on any claims or price increases which may be claimed from it in this respect.

In addition, if its policies are terminated, whatever the reason, the Contractor undertakes to inform the CEA immediately, to pay the premiums it still owes to its insurer by the deadlines stipulated by the latter and, generally, to take all measures required to maintain the policy cover in force and, failing this, to take out a new replacement policy covering similar cover for the same duration.

If the amount of cover is insufficient, the CEA reserves the right to ask the Contractor to increase it to a higher amount; without the Contractor being entitled to increase the prices set by the Contract.

Generally, the Contractor can in no circumstance invoke the existence of its insurance policies or those taken out by the CEA, or insufficient cover, excesses or exclusions or, more generally, any difficulty whatsoever which could be used against it by the insurer in the event of a claim, in order to mitigate its liability.

The Contractor must also be insured against:

- the damage that may be sustained by property it owns, leases, possesses or uses for any reason whatsoever, in particular pursuant to article 19 of these GPC, in performance of the Contract;

- the damage caused by its vehicles or leased vehicles it uses for performance of the Contract (on public highways or on private property), in accordance with the legal provisions in force;

- the damage caused by construction machinery it owns or leases, whether fixed or mobile, that it uses to provide the services.
The Contractor shall impose the same obligations on to any of its Subcontractors or assignees, failing which it shall be liable for such damages itself, without limitation.

The Contractor is required to ensure that any Subcontractors have taken out insurance policies of the same kind as those required of it, and that such insurance policies are valid.

**Article 38.2  CEA’s Insurance**

The Contractor shall be informed, without this creating the slightest contractual obligation for the CEA towards it, that the CEA has taken out insurance for the cover defined in the terms and limitations of a multi-risk policy covering the CEA’s fixed and moveable assets against the risks of fire, lightning, explosions, electrical damage, subsidence, natural events, natural disasters, water damage, strikes, riots, civil commotions, acts of terrorism, sabotage, liquid leaks, smoke, gas leaks, frost, crashes of vehicles or air navigation craft, breaking of sound barrier, criticality accidents, radioactive contamination, radiation, cleaning-up and/or decontamination costs until publication in the Official Journal of the decree stating definitive closure and dismantling (or its equivalent for nuclear facilities concerned with defence).

The Contractor is informed that on the terms of said policy, the CEA’s insurers waive the right to take any action against any persons present on a CEA site at its request and with its authorisation.

Consequently in the event of any incident, the CEA can only take action against the Contractor responsible, in accordance with ordinary French law, if the CEA’s insurers do not cover all or part of the damage sustained.

This insurance policy shall contain general, specific and special cover conditions, cover limits and excesses which vary according to the situation of the insurance market. These conditions may be modified and the Contractor may not rely upon or complaint about this modification. It is responsible for keeping itself regularly informed about any changes.

**Article 38.3  Construction Works Contracts**

Additional provisions as defined in appendix 1 shall apply to construction works contracts.

**Article 38.4  Dismantling Works Contracts**

Additional provisions as defined in appendix 2 shall apply to dismantling works contracts.
CHAPTER 13
TERMINATION

ARTICLE 39
TERMINATION

Article 39.1 General Provisions

The CEA may decide to terminate the Contract in whole or in part under the conditions stipulated respectively in articles 39.2, 39.3 and 39.4 of these GPC.

Notification of the termination shall be sent to the Contractor by registered post with acknowledgement of receipt. If a Consortium is involved, the termination letter shall be sent to the leading Contractor.

On the date of effect of the termination, a report on the progress situation of the services shall be drawn up by the CEA and the Contractor. This report shall be signed by them and considered equivalent to an acceptance report.

At the CEA’s first request, the Contractor shall send it the tangible property rights to the existing associated media.

Article 39.2 Termination for Non-performance or Failing by Contractor

When the Contractor does not comply with the stipulations of the Contract, it shall be sent a formal notice by registered post with acknowledgement of receipt to require of him to comply with such stipulations within a certain time period.

If within the aforementioned period, the Contractor has not executed satisfactorily the formal notice, the CEA may terminate the Contract. This termination shall take place automatically by sending a letter by registered post with acknowledgement of receipt, with no other formality, and in particular without any necessity to refer the matter to a judge.

The Contractor shall then not be entitled to claim any compensation. It shall however remain liable towards the CEA for all harmful consequences the latter may sustain due to such termination and in particular, but not limited to, a delay or interruption to the services or additional costs resulting from signature of another contract replacing the previous one.
If the CEA wishes to retain the Contractor’s installations or equipment, it shall buy or lease them from the Contractor. The equipment and materials supplied by the Contractor on the sites may be purchased by the CEA at the prices in the Contract.

Finally, the Contractor is bound to assign to the CEA, at the latter’s request, the rights, title or undertakings made to third parties in connection with performance of the Contract.

**Article 39.3 Termination for Changes in the General Conditions of Performance of the Contract**

If the General Conditions of performance of the Contract are changed for any reason whatsoever (e.g. decision by an administrative authority, amendments to legislative or regulatory provisions), the CEA may decide to terminate the Contract in whole or in part at any time without any legal formalities.

In this case, the Contractor may claim compensation within the limitation of the certain and direct loss it has sustained, for which it must provide evidence.

The Contractor’s claim shall only be admissible if it is submitted and proven within a period of 30 working days from the date the CEA gives notification of the termination. The CEA shall examine whether all or part of the Contractor’s claim may be admitted.

**Article 39.4 Termination for Loss of Contractor’s Necessary Requirements**

Any loss of the Contractor’s prerequisites necessary for performance of the Contract, in particular with respect to protect national defence secrets, shall lead the CEA into terminating the Contract in whole or in part.

Notification of the termination shall be sent to the Contractor by registered post with acknowledgement of receipt and shall state the date of effect.

In such circumstance, the Contractor may not claim any compensation.
ARTICLE 40

COMPULSORY INFORMATION

Article 40.1 Information Concerning the Contractor

The Contractor is required to notify the CEA in writing immediately of changes occurring during performance of the Contract and concerning the following:

- the individual representing the Contractor for performance of the Contract;
- the Safety manager appointed by the Contractor;
- the persons who have the power to commit the Contractor;
- the legal form of the Contractor;
- the address of its registered office;
- a significant change in the composition of its capital;
- its financial capacity;

and any significant change affecting the Contractor.

Article 40.2 Information Concerning Dual Use Goods

Commercial documents concerning intracommunity transfers of dual-use goods, such as in particular sale agreements, order confirmations, invoices or shipping slips, must state that these goods are subject to inspection if they are exported outside the European Union, in accordance with the provisions in force.
ARTICLE 41
SAFEGUARD, RECEIVERSHIP OR COURT-ORDERED LIQUIDATION

Article 41.1 General Provisions

If the Contractor is subject to a safeguard procedure, receivership or court-ordered liquidation, it must inform the CEA immediately by registered post with acknowledgement of receipt.

Within two days from notification from the Contractor, the CEA and the Contractor shall carry out an assessment on the progress of the Contract. This assessment, approved by both parties, shall be signed by the CEA and the Contractor, in the presence, where applicable, of the court-appointed administrator or the liquidator.

The CEA shall then ask the court-appointed administrator or the liquidator if they intend to continue performance of the Contract in accordance with the appropriate legislative and regulatory provisions in force.

If the court-appointed administrator or the liquidator does not intend to continue performance of the Contract, a new assessment of the progress of the work shall be carried out in the presence of the CEA, the Contractor and the court-appointed administrator or the liquidator within eight days following the court-appointed administrator or liquidator's decision.

Additionally, in its statement of debt the CEA may state the value of all the losses it has sustained due to the termination of the Contract.

Article 41.2 Additional Provisions in Case of Consortium (GME)

When the Contractor is a Consortium, as specified in article 8 of these GPC, and one of its members is subject to a safeguard procedure, receivership or court-ordered liquidation, the leading contractor (in the case of a Consortium where the leading contractor endorses a joint and several liability) or the members (in the case of a Consortium with joint and several liability amongst members), shall substitute the defaulting member of the Consortium in order to guarantee to the CEA the correct performance of the Contract. This obligation shall not apply if the court-appointed administrator or liquidator intends to continue performance of the work assigned to the defaulting member in the Contract.

In the event the defaulting member is the leading contractor of the Consortium, and if the court-appointed administrator or the liquidator does not intend to continue performance of the work assigned to it, the CEA reserves the right to terminate the Contract, unless the other members of the Consortium present another leading contractor to the CEA (whether already a member of the Consortium or not) which can perform the work and the duties initially devolved to the first representative, in the same conditions, in particular financial conditions.

ARTICLE 42
AMENDMENT

A written agreement between the Parties shall be drawn up for any modification to the services that are the purpose of the Contract, before the modified services are provided.
ARTICLE 43
ELECTION OF DOMICILE

The CEA elects its domicile at the address of the establishment which is a signatory of the Contract, or at the address of its registered office when several establishments are involved.

The Contractor shall elect its domicile at the address of its registered office.

ARTICLE 44
APPLICABLE LAW

The Contract is exclusively governed by French law. Any dispute concerning the signature, interpretation or performance of the Contract shall be subject to the courts of France, including in the case of multiple defendants and/or the introduction of third parties.

The principles laid down below shall apply to Contracts signed by the CEA when applying to an operation to build a structure and/or the supply of equipment with assembly and/or testing.
APPENDIX 1

PROVISIONS APPLICABLE TO CONSTRUCTION WORK CONTRACTS

The principles laid down below shall apply to Contracts signed by the CEA when applying to an operation to build a structure and/or the supply of equipment with assembly and/or testing.

1. LIABILITY

In accordance with the provisions of the French law no. 78-12 of 4 January 1978, as amended, concerning liability and insurance in the construction field, or any other subsequent legislation which amend it or replace it, the Contractor, as a construction company, shall by operation of law be liable towards the CEA for damage, even if resulting from a soil defect, which compromises the solidity of the structure or of the elements that cannot be separated from service, foundation, structural, closing and covering structures or which, by affecting the structure or one of the fittings, whether it can be separated from it or not, make it unsuitable for its intended purpose.

The starting point chosen for this liability to be incurred is set as the date of effect of acceptance of the structure that is the subject of the Contract, as defined by article 1792-6 of the French Civil Code.

If the structures have been partially accepted, the starting point for these liabilities is set as the date on which full acceptance is pronounced.

2. THE CONTRACTOR’S INSURANCE

The Contractor must take out a general liability and a professional liability insurance policy, covering a sufficient value of financial consequences of all physical injury and consequential and non-consequential tangible and intangible damage that occurs during or after the works, for which third parties, the Client or any victims are entitled to claim compensation.

The Contractor must take out a ten-year legal liability insurance policy, if possible with capitalisation, covering all its liabilities pursuant to the aforementioned law of 4 January 1978 and its subsequent amendments. This policy must cover both the structures for which insurance is compulsory in accordance with article L. 241-1 of the French Insurance Code and structures not subject to this insurance obligation.

The insurance cover taken out by the Contractor must in particular include a cover of the guarantee for the good working order related to elements of equipment that cannot be separated in the sense of the abovementioned law of 4 January 1978, tangible damage to the old parts of the construction on, under or alongside those on which the new work is carried out, and the moveable assets therein, and all intangible damage.
The Contractor must verify in advance whether it meets the conditions required to enjoy insurance cover compatible with the works in its phase or phases, from a perspective of both their nature and amount. This provision applies in particular in the case of non-standard technical works.

It shall in particular:

- provide evidence of its qualifications by all appropriate means, including official or professional certificates;
- have the classification preferred in order to claim to be covered, in any manner whatsoever, by endorsement to its policy and/or by option to a policy of a higher rank, incorporating any additional works accepted in the course of performance;
- fulfil the conditions of qualification required to be covered for any extraordinary works or works using special procedures.

The Contractor undertakes to pass on to any Subcontractors the obligations arising from the aforementioned law of 4 January 1978 and the provisions of this appendix, so that contractually they become fully applicable to the Subcontractors.

3. **CEA "CLIENT" INSURANCE**

In its capacity as Client, the CEA shall take out a contractor’s all-risks site insurance policy, on behalf of all those participating in the structure, when the construction work exceeds a fixed amount each year.

Simply by submitting its Tender, the Candidate undertakes to subscribe to this policy if it is awarded the Contract.

Likewise, the CEA reserves the right to take out a ten-year Client civil engineering and/or structural damage insurance policy for operations exceeding a certain limit, set each year.

Taking out these insurance policies, or the CEA failing to take out cover for a site, has no effect on the risks and liabilities assumed by the participants and resulting from the laws, regulations, standards and future contractual obligations, these policies not providing any modification, derogation or novation whatsoever in this respect.

The Candidate is required to ask the CEA whether Contract fulfils the aforementioned criteria and whether the operation in question will be covered by a contractor's all-risks site insurance policy and/or a ten-year civil engineering insurance policy.

3.1 **Contractor’s All Risks Site Policy**

3.1.1 **Description of the insurance**

When a contractor’s all-risks site policy is taken out, it shall cover, before acceptance, all the parties involved in carrying out the works, against tangible damage sustained by the structure, with an excess defined by the CEA, subject to the usual exclusions in this type of insurance policy.

3.1.2 **Subscription**

Simply by submitting a Tender, the Contractor undertakes to subscribe to this policy in the event that this insurance is taken out by the Client CEA.

3.1.3 **Legal Action**

In the event of tangible damage to the construction falling within the scope of the contractor’s all-risks site insurance policy cover, the CEA reserves the right, in the event of a claim, to take legal action against the Contractor responsible, and any Subcontractors, if the CEA’s insurers do not cover all or part of the damage sustained.
3.1.4 Payment of Premiums

The Candidate is informed that the premiums connected to the contractor’s all-risks site insurance policy will be paid by the CEA. When this policy is in place, the Candidate is therefore required to submit its Tender excluding the cost of insurance.

3.1.5 Management of the Policy and Claims

As policyholder, the CEA shall act alone validly towards the insurer for all insured parties, including in the settlement of claims.

3.2 The Client’s Structural Damages Insurance Policy

Structures subject to the insurance obligation in accordance with the provisions of the French Insurance Code, the amount of which exceeds a limit set each year by the CEA, shall be covered by a structural damages insurance policy taken out by the CEA.

For these structures, the amount of the Contractor’s cover under its ten-year legal liability insurance policy should be the same as the value of the works, within a cover limit to be defined for project management, design firm and monitoring bureau contracts, finishing contracts and structural work and framework (including airtightness) contracts.

3.3 The Client’s Ten-Year Civil Engineering Insurance Policy for works not subject to the Legal Insurance Obligation

3.3.1 Description of the insurance

Structures not subject to the insurance obligation, in accordance with the provisions of article L. 243-1-1 of the French Insurance Code (classified structurally as civil engineering structures) and the amount of which exceeds a limit set by the CEA each year, shall be covered by a ten-year civil engineering insurance policy held by the Client.

These structures shall be covered for damage within ten years compromising the solidity and/or airtightness of the framework.

3.3.2 Legal Action

The insurers shall waive the right to take legal action for damage covered by this policy against the builders, as defined in article 1792-1 of the French Civil Code and any Subcontractors and their ten-year legal liability insurers.

The CEA shall also waive the right to take legal action against said builders responsible, and any Subcontractors, over and above the amount of the excess of their normal policy, within the limit of the excess of the ten-year civil engineering insurance policy subscribed by the CEA.

3.3.3 Payment of Premiums

The Candidate is informed that the premiums connected to the ten-year civil engineering insurance shall be paid by the CEA.

3.3.4 Main exclusions

The Contractor is informed of the presence of the following main exclusions: cases of force majeure or external causes, the lack of works, unsuitable savings, and claims concerning unusual performances required of the structures, such as dimensional stability, damages caused by vibrations whatever the anti-vibration performance of the systems provided.
3.3.5 Liability for Exclusions

The Contractor remains liable for damage likely to result from all perils not covered by the ten-year civil engineering insurance policy subscribed by the CEA.

3.3.6 Taking Out the Ten-Year Civil Engineering Insurance

When a ten-year civil engineering insurance policy is taken out by the CEA for a structure not subject to the statutory insurance obligation, the Contractor is discharged from its obligation to take out a ten-year personal liability insurance policy for this structure.

4. SUBMISSION OF CERTIFICATES PURSUANT TO THE CONTRACT

4.1 Terms

For structures subject to an insurance obligation in the sense of article L. 241-1 of the French Insurance Code, the Candidate must submit its Tender including the cost of ten-year legal liability insurance, with a cover value at least equal to the value of the structure to be built, within a limit to be set for project management, design firm and monitoring bureau contracts, finishing contracts and structural work and framework (including airtightness) contracts.

The terms of the Contractor’s insurance and their compliance with the prescription laid down hereinabove shall be assessed on signature of the Contract.

For structures not subject to an insurance obligation pursuant to the provisions of article L. 243-1-1 of the French Insurance Code and covered by a ten-year civil engineering insurance policy taken out by the CEA Client, the Candidate mustsubmit its Tender excluding the cost of ten-year legal liability insurance.

4.2 Payment of Premiums

No partial payment, reimbursement of the retained guarantee or lifting of the security deposit replacing it, and the payment for balance, may be made to the Contractor if it cannot provide the documentary evidence requested, including certificates from insurance companies justifying that the premiums have been paid in full.

If necessary, the CEA reserves the right to withhold the amount of the premiums unpaid by the Contractor from the statements due to it and instead pay them to the insurance companies.

4.3 Documents to be Submitted

When it submits the Tender, the Candidate must also submit the following certificates:

- a qualification guarantee from an approved body, which is valid and corresponds to the work carried out;
- general and professional legal liability insurance certificates, issued by its insurance company, dated from less than six months previously, stating the number and date of effect of the Contract, the cover granted, the cover limits and excesses, the activities, the nature of the services or work covered, and proving that it is up to date with payment of premiums;
- if it already holds a ten-year legal liability insurance policy, a sworn declaration stating that, pursuant to its ten-year legal liability insurance, it has not been terminated and premiums have not been increased due to poor performance over the last two years;
- a certificate from the manufacturers of components it uses, certifying that these component suppliers are insured for their liability pursuant to article 1792-4 of the French Civil Code.
On the date the site opens, the Contractor must submit the following: a certificate of ten-year legal liability insurance, issued exclusively by its insurance company, valid of the date the site opens, and stating the policy number and date of effect, the cover granted, the cover limits and excesses, the classifications, activities, nature of the works or duties covered, compliance with the standard clauses which are compulsory in accordance with the abovementioned law of 4 January 1978 and its subsequent amendments, and proving that the Contractor is up to date with payment of its premiums.

The principles laid down below apply to Contracts signed by the CEA when about a dismantling operation, performed after publication of the definitive stopping and dismantling decree for the facility in question (or its equivalent for nuclear facilities concerning defence).
APPENDIX 2
PROVISIONS APPLICABLE TO DISMANTLING WORK CONTRACTS

The principles laid down below apply to Contracts signed by the CEA when about a dismantling operation, performed after publication of the definitive stopping and dismantling decree for the facility in question (or its equivalent for nuclear facilities concerning defence).

1. LIABILITY

The Contractor and any Subcontractors shall be liable, under the conditions of ordinary French law, for damages of any kind, which may be sustained by it or its agents, the CEA or its employees, or third parties, or that their property may sustain, in performance of the Contract.

If damage is sustained by the CEA due to a nuclear accident resulting from the Contractor’s fault, the latter shall be liable, pursuant to ordinary French law, for tangible damage and intangible damage consequential to tangible damage, and shall indemnify the CEA for the expenses incurred to reduce or remove radiation and/or contamination attributable to this accident.

2. INSURANCE

2.1 The Contractor’s Insurance

The Contractor must take out, and keep valid, the insurance policies necessary to cover the risks and liabilities incumbent upon it, at a sufficient amount, in view of the options available on the insurance market, pursuant both to French ordinary law and its contractual undertakings.

2.2 CEA “Client” Insurance

The CEA shall take out an all-risks dismantling insurance policy, on behalf of all parties involved, when the operation exceeds an amount set each year.

The Candidate is required to ask the CEA whether Contract fulfils the aforementioned criteria and whether the operation in question will be covered by an all-risks dismantling insurance policy. It shall be responsible for any additional insurance it considers desirable to take out to cover the risks and liabilities arising from the Contract; the Client’s choice of guarantee shall in no way limit the Contractor’s liability.
Taking out these insurance policies has no effect on the risks and liabilities assumed by the participants and resulting from the laws, regulations, standards and future contractual obligations, if these policies do not make any modification, derogation or novation whatsoever in this respect.

2.2.1 Description of the Insurance

All-risks dismantling insurance covers, during the dismantling works performance phase and before their acceptance, accidental tangible damages attributable to works affecting the structure in which the works take place, and the expenses incurred by the CEA to reduce or remove radiation or radioactive contamination attributable to this accident, subject to the usual exclusions in this type of policy and the excess amount.

2.2.2 Legal Action

In the event of a claim, the CEA reserves the right to take legal action against the Contractor responsible, and any Subcontractors, if the CEA’s insurers do not cover all or part of the damage sustained.

2.2.3 Payment of the Insurance Premium

The Candidate is informed that the premium connected to the all-risks dismantling insurance shall be paid for by the CEA. The Candidate is therefore required to submit its Tender excluding all-risk dismantling insurance (as described above).

2.2.4 Cover of All-Risks Dismantling Policy

2.2.4.1 New Works Cover:
- cover for accidental damage to new works made necessary to perform dismantling activities, at as new value;
- cover for supply and installation of all new circuits of operating systems, at as new value.

2.2.4.2 Cover for Damage to Existing Structures:
- cover for damage affecting the structures in which or alongside which the activities covered are carried out, if this damage is directly attributable to completion of the dismantling and/or cleaning-up work which are the subject of the Contract.

2.2.4.3 Cover for Consequential Expenses:
- cover for the costs of decontamination of existing structures which are not the subject of the dismantling and decontamination operation of the parties’ machinery, supplies and equipment;
- cover the costs of over contamination of the existing structures being dismantled;
- cover for debris removal costs;
- cover of works to reinforce or recreate the airtight enclosure for surviving facilities (at the stage of works), at the as new value;
- cover for additional costs incurred to modify, transform or improve the existing structure which is not contaminated or radiated, in order to enable the dismantling activities to be resumed, as initially provided for before the accident.