

Specific Terms and Conditions (C.C.P.)

**Contracting authority
FRENCH POLAR INSTITUTE Paul Emile Victor
(IPEV)**

Purpose of the call of tender

Supply of martyrs sleds for Antarctica

Tender n° IPEV_2025_002

**General administrative clauses : public contracts for industrial
contracts (CCAG MI)**

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Article 1. PURPOSE OF THE CONTRACT – GENERAL TERMS AND CONDITIONS

1.1. Purpose of the public contract

The provisions of this document concern the supply and delivery of martyr sleds for the Dumont D'Urville and Concordia polar science stations in Antarctica.

The performance of this contract is governed by the General Administrative Clauses for Public Contracts for industrial contracts (CCAG MI).

1.2. Form and amount of the contract

1.2.1. *Forme of the contract*

This contract is a framework agreement with a single operator for each lot. It is executed by the issue of purchase orders within the meaning of articles R. 2162-1 to R. 2162-6 and R. 2162-13 to R. 2162-14 of the French Public Order Code.

The conditions for issuing purchase orders are defined in article 9.1 of this document.

1.2.2. *Amount of the contract*

The framework agreement is concluded with a maximum amount in application of article R2162-4 of the Public Order Code. This amount is specified in the contract agreement.

1.3. People involved

1.3.1. *Representation of the Purchaser*

In application of article 3.3 of the CCAG MI, the Director of the Polar Institute will designate, as soon as the contract is notified, the natural persons authorised to represent him and the delegations of signature that will be granted to them.

1.3.2. *Freight forwarder*

The Purchaser uses the services of a freight forwarder in Hobart. Its contact details are given in Appendix 1 of this document.

1.3.3. *Representation of the Contractor*

Upon notification of the contract, the Contractor will appoint a principal contact for the purposes of the performance of the contract. This contact person is deemed to have sufficient powers to take the necessary decisions binding the Contractor.

The Contractor is required to notify the Contracting Authority without delay of any changes occurring during the performance of the contract and which relate in particular to the main contact person. More generally, the Contractor must notify the contracting authority without delay of any significant changes in the company's operations which may affect the performance of the contract.

Article 2. CONTRACTUAL DOCUMENTS

By derogation from article 4.1 of the CCAG FCS, the documents constituting this contract are listed below in descending order of priority. These documents take priority in the order in which they are listed in the event of contradictions or differences between them.

2.1. Particular documents

- ✓ The contract agreement and its appendices
- ✓ The specific terms and conditions of contracts (CCP)

2.2. General documents

- ✓ The General administrative clauses of public contracts for industrial contracts (CCAG MI) approved by order of 30 March 2021.

The CCAG MI is a general document which, although not attached, is a constituent part of the contract and is deemed to be known by the Contract Holder. It is available online at the following address: <https://www.economie.gouv.fr/daj/cahiers-clauses-administratives-generales-et-techniques>.

2.3. Conformity of the contractual documents

All the documents forming part of the contract are deemed to be consistent with each other and complementary in their order of prevalence.

The contractor is obliged to check the documentation made available to it and to notify the Purchaser of any errors, omissions or contradictions that are normally detectable as soon as it becomes aware of them.

As a reminder, no general or specific condition appearing in the documents sent by the contractor may be included in this contract. This is the case, without this list being exhaustive, of the conditions of purchase, the conditions of sale, the conditions appearing on the invoices, the conditions set out in the commercial documents.

Article 3. MEANS OF COMMUNICATION

The Polar Institute communicates with the holder by means of purchase orders and service orders, which are notified to the holder by e-mail or via the PLACE - Institute's purchasing profile - www.marches-publics.gouv.fr.

Before the start of the contract, the contractor will provide the contracting authority with the e-mail addresses to which service orders and purchase orders will be sent.

Article 4. CONTRACT PRICES

4.1. Advance

Not available.

4.2. Division of payments

The contract agreement indicates what is to be paid to the contractor and his subcontractors respectively.

4.3. Form and contents of prices

The services covered by the framework agreement will be paid for by applying unit prices to the quantities actually executed.

In addition to the supplies, the prices include:

- ✓ all taxes, fiscal, parafiscal or other charges applicable to the services
- ✓ guarantees
- ✓ the cost of packaging, wrapping, storage, transport, handling and delivery of the supplies to the premises designated by the Purchaser.
- ✓ all costs relating to the complete performance of the services under the framework agreement.

During the performance of the contract, the contractor will inform the Purchaser by any means of the discounts and rebates that may be granted. The amount of this offer will take precedence over the unit price schedule if it is more favourable to the Purchaser.

4.4. Price variation

4.4.1. Month in which contract prices are established

Prices are established on the basis of the economic conditions of the month preceding the date of submission of the last tender. This month is referred to as 'month zero' and is indicated on the first page of the contract agreement.

4.4.2. Price variation method

Notwithstanding article 11.1.1 of the reference CCAG, contract prices may be revised annually on the anniversary date of the contract.

The reference indices chosen for their structure for the variation of the prices of the services covered by the contract are those referred to below.

Index values can be consulted on the INSEE website: www.insee.fr

4.4.3. Calculation of the price variation for intellectual services

For price number 1 in appendix 1 of the commitment document, the revision is calculated on the basis of the following formula :

$$Pa = P0 \times (In / I0)$$

Where :

- ✓ Pa is the actualized price
- ✓ P0 is the price fixed at the date of submission of the contract offer
- ✓ In is the value of the reference index at the revision date
- ✓ I0 is the value of the reference index fixed at the date of submission of the contract offer.

The reference index is the SYNTEC index.

4.4.4. Calculation of the price variation for construction work

For prices numbered 2 to 4 in Appendix 1 of the contract, the revision is calculated on the basis of the following formula :

$$Pa = P0 \times (0,4 + 0,6 [(An/A0) + (Wn/W0)])$$

- ✓ Pa is the revised price for the period in question
P0 is the price fixed at the date of submission of the contract offer
- ✓ Wn is the value of the revised Monthly Labour Cost Index - Wages and charges - All employees - Mechanical and electrical industries (NAF rev. 2 items 25-30 32-33) - Base 100 in December 2008 Identifier 001565183 at revision date
W0 is the value of the revised Monthly Hourly Labour Cost Index - Wages and charges - All employees - Mechanical and electrical industries (NAF rev. 2 items 25-30 32-33) - Base 100 in December 2008 Identifier 001565183 on the date of submission of the offer.
- ✓ An is the value of the monthly French industrial producer price index for the French market - CPF 24.10 - Steel for construction - Identifier 010765837
A0 is the value of the monthly French Industry Producer Price Index for the French market - CPF 24.10 - Steel for construction - Identifier 010765837 on the date of submission of the offer.

4.4.5. System for varying indemnities, penalties and deductions

Deductions and penalties are not updated or revised.

4.5. Application of VAT

Supplies delivered to Hobart will be exempt from VAT.

Article 5. TERMS AND CONDITIONS RELATING TO THE PAYMENT OF ACCOUNTS

5.1. Invoicing

Payment requests must be sent electronically to the following address:

<https://chorus-pro.gouv.fr>

NAME : IPEV

SIRET : 180 089 369 00029

The Holder will submit a request for payment after acceptance of services in accordance with article 11.3 of this document.

The payment claim must include the following obligatory elements:

- ✓ the purchaser: French polar institute;
- ✓ the contract reference;
- ✓ the legal commitment number;
- ✓ the name, address and SIRET number of the holder;
- ✓ the number and date of issue of the invoice;
- ✓ the description of the items delivered and the quantity delivered;
- ✓ the package weights and dimensions;
- ✓ the price excluding VAT of each item.

Article 6. CONTRACT DURATION

The contract period during which purchase orders may be notified shall be one year from the date of notification of the contract.

The contract is then renewed annually by tacit renewal, with a total duration of no more than four (4) years. In accordance with article R.2112-4 of the French Public Procurement Code, these renewals are tacit and the Contract Holder cannot oppose them.

The purchaser may notify his decision to cancel at least three (3) months before the end of the current period. The holder is not allowed to any compensation in case of non-renewal of the contract.

Purchase orders notified during the contract period are executed until their expiration.

Article 7. CONTRACT MODIFICATIONS REVIEW CLAUSE

7.1. General information

All amendments to the framework agreement apply to purchase orders issued after the effective date of the amendment.

7.2. Evolution of sled characteristics

The characteristics of the sleds may change during the execution of the contract, due to the introduction of new constraints encountered in the field.

All such modifications must be defined clearly and precisely enough to constitute a review clause in accordance with article R.2194-1 of the French Public Order Code.

7.3. Review clause

Modifications may be made to the present contract, without prior advertising or competitive bidding, in application of article R.2194-1 et seq. of the French Public Procurement Code.

The contractor will then be informed in writing of the changes made to the initial contract. It will be given a reasonable period of time to take account of the modifications in the best possible conditions, and to propose a detailed estimate to the Purchaser, which will be negotiated.

Application of the review clause will take the form of an amendment.

Article 8. ORIGIN AND CHARACTERISTICS OF SUPPLIES

8.1. Applicable standards

The products supplied must comply with current French regulations and standards, or with any equivalent European standards, and in particular with standards applicable to human health and the environment.

This provision applies not only to standards in force on the day the framework agreement is awarded, but also to any new standards that may become effective during the performance of the framework agreement.

8.2. Specifications and technical characteristics of sleds

The sleds are designed to handle insulated 20m3 container tanks filled with diesel fuel on site.

The mechanically-welded structure of the sled is made of 3 HEA or PRS of good thickness in black steel of sufficient quality to withstand use between -70°C and -30°C and a load of 23 tons. The load is transmitted to the sled by the container's four ISO corners.

The three sections have a spatula upstand (400mm radius) at both ends. These profiles/beams are connected by welded 150mm (minimum) U-bolts.

The bracing only serves to support the upper closing plates. The top of the sled is closed by welded, watertight sheets to prevent snow from entering between the runners.

Four twenty-foot ISO-gauge steel pins are fitted at the corners of the sled. The container is plugged into these. Lifting plates (two on each side) are provided for handling the sleds during transport.

After sandblasting and surface treatment, the structure is painted with two coats of low-temperature-resistant, crack-resistant polyurethane paint.

The plastic sheeting under the skis is designed to facilitate gliding and eliminate snow jamming between the skis. The black HDPE plastic sheet is made in one piece, either during production or by polyfusion. The base is bolted to the sled by 12mm-diameter through-bolts and two pressure plates in standard painted steel or stainless steel. There are no other fasteners.

Once loaded, the sled is handled by a tractor which moves the sled on site. Hitching is by means of a two-legged hitch fitted with shackles connected to two of the sled's three lugs. The sled operates on compact snow or ice.

A schematic drawing, in PDF format, is appended to this document.

Article 9. CONDITIONS OF PERFORMANCE

9.1. Ordering procedures

Supplies are ordered as and when required.

9.1.1. Order notification mode

The purchase order will be signed by the representative of the contracting authority or by any authorized person and sent by e-mail to the contractor.

The date and time of notification of an order is the starting point for its execution.

9.1.2. Content of purchase orders

The content of purchase orders is as follows:

- ✓ the purchaser: French polar institute;
- ✓ the contract reference;
- ✓ the number and date of issue of the purchase order;
- ✓ the legal commitment number;
- ✓ the contact details of the person placing the order;
- ✓ the name, address and SIRET number of the holder;
- ✓ the number and date of issue of the invoice;
- ✓ the description of the items delivered and the quantity delivered;
- ✓ the price excluding VAT of each item.

9.1.3. Acceptance of the order by the holder

The stipulations of article 3.7.2 of the reference CCAG apply.

If the contractor is unable to meet the contractual deadline, he must expressly request an extension of the deadline, clearly setting out the circumstances and reasons for the delay, the date on which the event occurred and the additional time requested. Notwithstanding article 14.3.2 of the reference CCAG, the contractor has a period of 1 working day in which to submit its request for an extension of the deadline.

9.2. Design phase

9.2.1. Exchanges with the Purchaser

During this phase, there must be constant communication between the Contractor and the Institute. Face-to-face meetings or meetings by videoconference will be scheduled between the various parties involved.

The Contractor will make proposals for the choice of materials and fixing systems. As an expert in the extreme environment, the Buyer will be able to advise the Contractor on these choices or even require it to do so.

These exchanges should enable the documents sent to be validated more quickly.

9.2.2. Deliverables

The Contractor will produce drawings, in DXF or DWG format, which will be submitted to the Purchaser for approval. In addition to the dimensions, these drawings must show the nature of the materials used.

The contractor will also provide a note justifying the strength of the structure and the ability of the sled to support the weights requested, as well as the material vouchers used.

9.2.3. Approval of documents by the Purchaser

Documents containing the required descriptions and justifications shall be submitted to the Purchaser at his request or at the Contractor's initiative, as soon as possible, for verification and acceptance before the corresponding construction phase is carried out.

Computer distributions are permitted if they do not require specific software which must be paid for in order to consult them. If it cannot be otherwise without hindering the progress of the services, the Contractor will indicate to the Purchaser the software(s) required to consult and validate the distributions and will ideally provide him with a copy.

The examination and validation of the documents by the Purchaser's departments must take place within a maximum period of four weeks after the Titleholder has supplied all the documents required for validation.

Validation of the documents by the Purchaser's departments is a prerequisite for the performance of the services in question.

In return, the Contractor will receive a copy of the documents with an acknowledgement of receipt from the Purchaser and, where applicable, the necessary requests for modification.

9.3. Manufacturing phase

The Institute's representatives will plan several visits to the site during the construction phase and according to the execution schedule.

These representatives will have every facility to ensure the supervision of the work, both at the Contractor's premises and at those of the subcontractors. To this end, the Owner undertakes to provide them free of charge with the resources they need to carry out their duties, in particular the necessary personnel, equipment and premises.

Complaints notified during works supervision are recorded in the form of forms and will be followed up. As construction progresses, any points raised must be resolved by mutual agreement between the Institute and the Contractor. The Contractor will specify in its tender the method for monitoring complaints.

9.4. Contract monitoring

The contractor is required to ensure regular monitoring of the contract and to be responsive to the Purchaser's various requests.

9.4.1. Kick-off meeting

After notification of the contract, the Purchaser will organise a kick-off meeting with the Contractor in order to understand the commercial and technical aspects of the performance of the contract.

9.4.2. Other meetings

Independently of the provisions of these monitoring meetings, the Purchaser shall inform the Contractor of the holding of any meeting at which its presence is desired. The Contractor is obliged to attend, provided that it has been notified by e-mail at least 48 hours before the date and time of the meeting.

Article 10. TERMS OF DELIVERY

10.1. General

Delivery of sleds can only be made after the Buyer's agreement, following verification operations.

10.2. Packaging and wrapping

Packaging is the responsibility of the contractor. These items will not be returned to the holder.

If wood is used for packaging, it must comply with ISPM 15 standards and be approved for sea transport.

Each sled must be identified by a marking stamped on a plate screwed to the sled or stamped directly onto it, indicating the composition, dimensions and weight of the sled. This marking must be affixed on opposite sides of each sled.

Supplies must be wrapped in such a way as to avoid any risk of deterioration during transport and handling. If products are received damaged due to a lack of protection or packaging, the Purchaser will implement article 11.1 of the present CCP.

The sleds will be transported in high cube, open top containers.

10.3. Delivery places

Tasmanian WorldWide Shipping
Port Control Tower Building
1st Floor/Suite 2, 18 Hunter Street
Hobart, 7000 -Tasmania, Australia

10.4. Terms of delivery

10.4.1. Terms of delivery

The contractor will deliver the sleds to Hobart in accordance with Incoterm CIP (Carriage and Insurance Paid to).

10.4.2. Delivery note

All deliveries must include a delivery note referring to the purchase order. The delivery note will be given personally to the Purchaser or his forwarding agent and will specify at least:

- ✓ the purchaser: French polar institute;
- ✓ the contract reference;
- ✓ the number and date of issue of the purchase order;
- ✓ the legal commitment number;
- ✓ the name, address and SIRET number of the holder;
- ✓ the description of the items delivered and the quantity delivered;
- ✓ the weight of each package;
- ✓ the dimensions of each package.

In the absence of a delivery note, the Purchaser reserves the right to reject the delivery.

Article 11. VERIFICATION OF PERFORMANCE OF PRESTATIONS

11.1. Verification operations

Verification operations will be carried out in accordance with article 32 of the reference CCAG, with the following clarifications:

11.1.1. Manufacture in Europe

If the sleds are manufactured in a member country of the European Union, the Buyer will carry out the verification operations in the holder's manufacturing plant, prior to delivery to Hobart.

11.1.2. Manufacturing outside Europe

If the sleds are manufactured in a country outside the European Union, the Buyer or its delegate will carry out the verification operations at the place of delivery, in Hobart.

11.2. Time limits and inspection reports

Notwithstanding article 33 of the reference GCC, the Buyer has the following deadlines for inspection:

- ✓ to begin factory inspections giving entitlement to payment in full, the deadline is fifteen (15) days from receipt by the Purchaser of the notice of presentation sent by the contractor, or from the date of presentation fixed by this notice, if later;
- ✓ to carry out the factory verification operations and to notify its decision, the purchaser has thirty (30) days;
- ✓ to carry out verification operations at the delivery sites specified in the specific contract documents (Hobart) and to notify its decision, the purchaser has thirty (30) days from the arrival of the services at destination.

The Purchaser's findings are recorded in a report, which may include any reservations expressed by the contractor.

11.3. Decision after verifications

In accordance with article 34 of the reference CCAG, at the end of the verification operations, the Purchaser takes a decision to admit, reduce or reject the services.

Article 12. PENALTIES

Any failure by the contract holder to meet its contractual obligations may give rise to a penalty.

Penalties are applicable ipso jure, without prior formal notice.

Penalties do not constitute a discharge. The contract holder is therefore fully liable for its contractual obligations, and in particular for services whose non-performance has given rise to the application of penalties.

The payment of said penalties does not release the contractor from its obligations.

The application of penalties is without prejudice to the public entity's right to impose any other contractual sanction, and in particular to have all or part of the framework agreement performed at the contract holder's expense and risk.

12.1. Penalty for delay

By derogation to article 15.1 of the reference CCAG, and in the event of exceeding the contractual deadlines, the contract holder shall incur the penalties defined below, without prior formal notice.

Object	Penalty
Delay in delivery (*)	100 € / day's delay

In accordance with article 30.5 of the CCAG MI, the Purchaser may grant the contractor a deferment of delivery when a cause beyond the contractor's control prevents delivery within the contractual deadline.

12.2. Threshold for exemption and maximum amount of penalties

By derogation to article 15.3 of the CCAG MI, penalties will be applicable from the 1st euro excluding VAT, without exemption.

Penalties are limited to 20% of the amount of the order, excluding VAT.

Article 13. WARRANTIES AND INSURANCE

13.1. Warranties

By derogation to article 36 of the CCAG MI, supplies delivered within the framework of the present contract are guaranteed for a minimum of 2 years from the date of their acceptance.

During the warranty period, the contract holder must replace defective supplies at his own expense. Products found to be defective and/or unusable must be replaced within a period agreed with the Purchaser.

This warranty, provided for in the reference CCAG, applies independently of the legal warranty for hidden defects provided for in articles 1641 et seq. of the French Civil Code. In the event of a latent defect, the goods will be replaced by an identical item by the contract holder within a maximum of 2 days, and shipping costs will be borne by the contract holder.

13.1.1. Special paint warranty

The contract holder guarantees that the paint protection applied to the metal structures and components will remain in good condition for a period of five (5) years from the date of acceptance of the services.

During this period, the contractor undertakes to carry out, or to have carried out at its own expense, at the Purchaser's request, all repairs or repairs necessary to remedy any defects that may be found.

The Purchaser will be responsible for transporting the equipment from the Antarctic continent to the premises of its forwarding agent in Hobart, and these transport costs (round trip) will be invoiced to the contract holder.

13.2. Insurances

The contract holder assumes responsibility for the performance of the services and for any damage caused to the Purchaser in the event of non-performance.

He is liable for any damage caused by the performance of the services to: his personnel, the Purchaser's agents or third parties, his property, property belonging to the purchaser or Purchasers or third parties.

By derogation to article 10 of the reference CCAG, the contract holder must justify, from the notification of the framework agreement and before any start of its execution, that he holds insurance contracts guaranteeing his liability towards the Purchaser and third parties, victims of accidents or damage caused by the execution of the services, by means of a certificate establishing the extent of the guaranteed liability (nature, amount and duration of the guarantee).

The contract holder must be able to produce this certificate at any time during the performance of the framework agreement, at the Purchaser's request and within fifteen days of receipt of the request.

The contract holder undertakes to expressly inform the Purchaser of any changes to its insurance contract.

Termination or cancellation of the insurance contract, or failure to produce the certificate, without immediate substitution of cover accepted by the Purchaser, constitutes serious misconduct and may result in termination of the framework agreement at the contractor's expense after formal notice.

Subcontractors must provide the same documents as the contract holder.

In accordance with the stipulations of the CCP, the contract holder may be held liable as long as the goods have not been delivered. Consequently, it is responsible for any contractual liability action against the carrier for any damage whatsoever, and in particular in the event of loss, damage or delay. Compensation for damage suffered by the Purchaser is totally independent of any action brought by the contract holder against the carrier.

Article 14. INTELLECTUAL PROPERTY

The articles of chapter 6 of the reference CCAG shall apply.

In accordance with article 40 of the same CCAG, the holder assigns to the Purchaser the economic rights to the copyrights or rights related to copyrights pertaining to the results, for the Purchaser's needs and purposes of use.

Article 15. RIGHT OF QUOTATION AND IMAGE OF THE FRENCH POLAR INSTITUTE

The French Polar Institute Paul-Emile Victor does not authorise any mention of its name, logo, photos or plans concerning its activities and personnel.

This prohibition concerns any oral and/or written communication on any material and/or digital medium, neither under the present contract, nor under a customer reference, nor under a separate contractual relationship.

This prohibition applies to the contract holder as well as to its co-contractors and sub-contractors.

Any desire to mention the Polar Institute will, once the services covered by the contract have been effectively and properly carried out, meet the performance criteria guaranteeing for the Institute:

- ✓ communication of interest in terms of the Institute's public or private image in relation to its polar logistics activities,
- ✓ the completion of work or the supply of a good or service with proven technical added value or technological, scientific or logistical developments linked to polar logistics and scientific activities.

This communication will be the subject of a specific agreement covering rights and obligations to use the name, logo, photos and any other content, in accordance with rules and a duration to be determined between the Polar Institute and the Contract Holder.

Article 16. DISPUTES AND LITIGATION

16.1. Amicable settlement

The Purchaser and the contract holder(s) shall endeavor to settle amicably any dispute relating to the interpretation of the stipulations of the present public contract or to the performance of the services. Should difficulties arise between the Institute and the contract holder(s) concerning the performance of the clauses of the present contract and no negotiations have been successful, the matter may be submitted, in the first instance, to the amicable settlement procedure defined in articles R 2197-1 to R 2197-24 of the French Public Order Code.

16.2. Applicable law

This contract is governed exclusively by French law. In the event of litigation relating to the contract, it will be brought before the French courts:

Tribunal Administratif de Rennes (35)
3, Contour de la Motte - CS 44416 - 35044 Rennes Cedex
Phone number: 02 23 21 28 28

Article 17. TERMINATION OF THE CONTRACT

he stipulations of the CCAG MI apply.

In the event of termination due to the contract holder's fault, in application of article 32 of the CCAG FCS, the Purchaser may have the terminated portion of the framework agreement performed by a third party at the contract holder's expense and risk. In this case, the decision to terminate the agreement must explicitly mention this fact.

Article 18. DEROGATION FROM THE CCAG

L'article du CCP	Déroge à l'article du CCAG MI
2	4.1
4.4.2	11.1.1
9.1.3	14.3.2
11.2	33
12.1	15.1
12.2	15.3
13.1	36
13.2	10

APPENDICES

APPENDICE 1 : FORWARDER'S CONTACT DETAILS

TASMANIAN WORLDWILDE SHIPPING

Port Control Tower Building

1st Floor/Suite 2, 18 Hunter Street

Hobart, 7000 -Tasmania,Australia

Tel Off + 61 (0) 3 6223 2000 - Mobile + 61 (0) 459 744 701

Email – Stefano.Parodi@twws.net ou Stephen.Parodi@twws.net

PROJECT