



DRAFT OF CONTRACT B24-06370-ST
FOR INFORMATION ONLY

BY AND BETWEEN

FRENCH ATOMIC ENERGY AND ALTERNATIVE ENERGIES COMMISSION,
a public scientific, technical and industrial research institution,

whose registered office is located at Bâtiment Le Ponant D - 25 rue Leblanc, Paris 15th
District, registered with the Trade Register of Paris under number R.C.S PARIS B 775
685 019,

represented by Mr _____, in his capacity as _____,

hereinafter referred to as **"CEA"**

on the one hand,

AND

The _____ company,
whose registered office is located at _____,
registered with the Trade Register of _____ under the number _____,
represented by Mr _____, in his capacity as _____,

hereinafter referred to as « the Contractor »

on the other hand,

It is jointly stated and agreed as follows:

SOMMAIRE

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ARTICLE 1 - PURPOSE

The purpose hereof is to set the conditions under which CEA/Grenoble entrusts the Contractor, who accepts, the supply of a **B-H analyzer for magnetic characterization of soft magnetic materials**, hereinafter referred to as "the Equipment".

This contract includes the following mandatory options*:

- ✓ A thermal control system to measure up to at least 200°C
- ✓ A measuring system enabling core excitation with a DC bias component.

This contract includes the following optional extra*:

- ✓ A system for characterizing strips made of magnetic materials

The CEA will exercise the options on the contract notification date at the latest.

Failure to exercise all or part of the options shall not entitle the contractor to any compensation. The basic services and the options are hereinafter referred to together as "the Equipment".

***to be finalized in final contract**

ARTICLE 2 - CONTRACTUAL DOCUMENTS

Insofar as their provisions are not contrary to the provisions of this contract and its appendices which prevail, the following documents apply by decreasing order of priority:

- The Safety recommendations and their appendices (corresponding reference documents) ;
- the consultation file referred to as B24-06370-ST, which is an integral part of the specifications referred to as DTNM/S2PC/2025/006 plans...) hereinafter referred to as the "specifications" ;
- the rules applicable to External Companies in terms of discipline, health and safety at work on the CEA center (Contract Holders or Subcontractors), index A and the rules of procedure ;
- CEA's General Purchasing Conditions (Conditions Générales d'Achat du CEA (issue of january 2022) ;
- Standards, DTUs-documents techniques unifiés (unified technical documents or professional practices) ;
- The Contractor's proposal with reference [REDACTED] dated on [REDACTED], as a complement.

The Contractor hereby acknowledges and accepts the aforementioned documents.

The Contractor's general sales conditions, excluding those resulting from mandatory legal provisions, are not binding, whatever their form.

The following appendices are integral part hereof:

- Appendix n° 1 entitled « Specifications for delivery of electrical equipment to CEA Grenoble »,

ARTICLE 3 - CONTACTS

3.1 - Correspondants of the CEA

Technical contact :

Ulrich SOUPREMANIEN - DES/LITEN/DTNM

Tél : 04.38.78.31.51

E-mail : ulrich.soupremanien@cea.fr

Commercial contacts:

Syrqa TURGANALIEVA
Tél : 04.38.78.30.71

Purchasing Department
Email : syrqa.turganalieva@cea.fr

Anne MANGIN
Tél : 04.38.78.05.26

Purchasing Department
Email : anne.mangin@cea.fr

Supplier accountancy:

Tél : 01 69 08 47 50

Email : S3C_GRE@cea.fr & RELANCES@cea.fr

3.2 CEA Grenoble forwarding agents [for foreign suppliers outside the European Union]

For customs clearance formalities, the Contractor shall contact:

ZIEGLER

23 Rue de Brotterode
38950 - St Martin le Vinoux
France

Email: cea.grenoble@zieglergroup.com

Tel : +33 4 76 56 57 12

3.3 – Contractor Technical and commercial contacts

Technical contact :

_____ –Tél : _____ - Email : _____

Commercial contact :

_____ –Tél : _____ - Email : _____

ARTICLE 4 – DEADLINES

T0 being the date of notification of the present contract,

T1 being the date of arrival of the Equipment at the Grenoble site;

The Contractor must meet the following deadlines [to be completed by the tenderer] :

Deadline milestones	
Equipment availability	T ₀ + _____ months, if FCA incoterm
Equipment delivery	T ₀ + _____ months, if incoterm DAP
On-site assembly, commissioning and testing	T ₁ + _____ months
Acceptance of equipment following satisfactory fulfillment of the requirements defined in the specifications (see § 13 of the specifications)	T ₁ + _____ months

*to be finalized in final contract

ARTICLE 5 - PACKAGING - TRANSPORT – DELIVERY

- ***If the CEA handles the transport**** :

The Equipment is packed under the Contract Holder's liability.

The "Incoterm" selected is FCA (FACTORY - COUNTRY) (According to the ICC Incoterms 2020 rules).

The Contractor shall inform the CEA of the place where the Equipment is to be collected, free of any handling constraints.

The transfer of risks takes place when the Equipment is made available.

- **If transport is entrusted to the Contract Holder* :**

The Equipment is packed and transported under the Contractor's responsibility.

The "Incoterm" selected is DAP CEA Grenoble (According to the ICC Incoterms 2020 rules).

The transfer of risk takes place after delivery.

***to be finalized in the final contract**

Deliveries shall be made only from Monday to Friday from 8:30 a.m. to 12 noon, and from 1:30 p.m. to 4 p.m. All deliveries must be made to the building "RECEPTION" of CEA to avoid significant delays in settlements.

The address of reception building is:

CEA GRENOBLE
BÂTIMENT RÉCEPTION
17 Rue des Martyrs
38054 GRENOBLE CEDEX 9

The Contract Holder must indicate the full number of the present Contract on the labels identifying the parcels (on the delivery slips inside).

Low Emission Zone

As CEA Grenoble is located in a Low Emission Zone (ZFE) for light commercial vehicles and heavy goods vehicles, the Licensee, its staff and any subcontractors must comply with current regulations.

ARTICLE 6 -DOCUMENTS TO BE HANDED OVER ON DELIVERY

The Contract Holder shall hand over to the CEA, on delivery of the Equipment, all of the related documentation: CE certificate of conformity, operating instructions, user manual with plans and wiring diagrams, maintenance handbook, servicing instructions, and safety instructions in French or in English.

Safety instructions must be submitted in French.

Failing this, article 35 of CEA's General Purchasing Conditions shall apply.

ARTICLE 7 - ASSEMBLY / FITTING – TESTING – COMMISSIONING

Article 32 of CEA's General Purchasing Conditions shall apply.

The Contract Holder shall assign to assembly/fitting, commissioning and on-site testing qualified staff and suitable means for ensuring proper performance of those tasks, for inspecting them, and for conducting the relevant testing for proper operation.

At the end of this work, the procedures for acceptance of the Equipment are implemented.

ARTICLE 8 - ACCEPTANCE

Acceptance is granted after complete delivery of the Equipment and at the end of installation and commissioning operations, and after satisfactory tests, which specified at the article 12.3 of the Specifications, subject to compliance with the requirements specified in the specifications and in accordance with the provisions of Chapter 11 of the CEA General Purchasing Conditions.

This Reception shall be the subject of a report drawn up by the CEA and signed jointly by the representatives of the CEA and the Holder.

The transfer of ownership of the Equipment shall take place on the date of signature of the acceptance report.

ARTICLE 9 - TRAINING

The Contract Holder undertakes, under the conditions described precisely in the Specifications, to give training on:

- The use and the security of the Equipment for 3 persons during ____ days,
- first-level maintenance for 3 persons during ____ days,

***to be finalized in final contract**

ARTICLE 10 — WARRANTY

Notwithstanding the legally required guarantee, the Equipment is guaranteed for (at least one) year as of the date of acceptance for any faulty material, manufacturing defect, or operating defect, pursuant to the technical specifications of the Specifications.

This warranty covers parts (excluding consumables), labour, transport, and travel.

The warranty also applies to modifications made by the Contract Holder.
During the warranty period, the Contract Holder shall keep all software used to operate the Equipment up to date.

During the warranty period, the Contract Holder undertakes to perform repair work at the latest within 72 hours after receiving an email from the CEA requesting assistance. These services shall be provided every day, from Monday to Friday from 8 a.m. to 5 p.m.

It is taken as understood that, before sending the fax, the Contract Holder's technical manager will first be contacted by telephone with a view to troubleshooting or diagnosing the problem.

The Contract Holder's staff in charge of performing repair work shall have unrestricted access to the Equipment provided that they comply with the health and safety clauses described in the CEA's general terms and conditions, and that the operations do not cause abnormal disruption for users.

In the event of repair at the Contract Holder premises, the Contract Holder is responsible for the safekeeping and use of the Equipment, which is the property of the CEA, from the time it is taken in charge at the CEA site and after signature of a report issued by the CEA and signed jointly by the Parties.

The risks will once again be transferred to the CEA when the Parties sign the joint report on the return of the Equipment to the Grenoble site.

The Contract Holder is responsible for all costs associated with transporting the Equipment to and from Grenoble.

ARTICLE 11 — MAINTENANCE

The Contract Holder undertakes to provide preventive and corrective maintenance for the Equipment after the warranty period for a minimum term of 5 years.

The CEA reserves the possibility of entrusting maintenance of the Equipment to the Contract Holder under a subsequent and specific contract specifying the terms of performance (including term).

In which case, the financial terms and conditions of such a contract may not be less advantageous to the CEA than those established in the Contract Holder's proposal dated _____ reference _____.

The Contract Holder's maintenance proposal shall comply with the technical specifications of the Specifications mentioned in Article 2.

CEA's General Purchasing Conditions mentioned in Article 2 shall be applicable to the contract for maintenance of the Equipment.

ARTICLE 12 - PRICE

- If the CEA handles transport*:

The fixed and firm price of the Equipment is € _____ excluding Tax (_____ euros excluding tax).

That price includes installation, commissioning at the CEA Grenoble site, warranty, and user training.

- If transport is entrusted to the Contract Holder*:

The fixed and firm price of the Equipment is € _____ excluding Tax (_____ euros excluding tax).

The price includes packaging, transport, installation, commissioning at the CEA Grenoble, warranty and user training.

The fixed and firm price of the transport DAP of the Equipment is € _____ excluding Tax (_____ euros excluding tax).

Poste	Amount € HT
Équipement de base	
OPT1: A thermal control system to measure up to at least 200°C	
OPT2: A measurement system enabling core excitation with a DC bias component.	
OPT3: A system for characterizing strips made of magnetic materials	

OPT4: Transport DAP	
Total	

The total amount of the contract is set at _____ **€ HT** excluding VAT
(_____ euros excluding VAT).

***to be finalized in the final contract**

ARTICLE 13 - PENALTIES

In addition to the provisions of CEA's General Purchasing Conditions relating to penalties, which apply insofar as they are not contrary to the following provisions, CEA may apply penalties in the following cases and conditions.

13.1- In the event of failure to meet contractual deadlines, the Contractor shall be liable to late payment penalties of 100 euros per calendar day of delay.

Penalties applied under this paragraph are capped at 10% of the amount of the contract excluding VAT.

13.2- In addition, except in the cases referred to in the above paragraph, in the event that the CEA gives the Contractor formal notice to comply with its obligations within a period specified in the formal notice, and in the event that the Contractor fails to comply with this period, the CEA will apply a penalty of 100 euros per calendar day of delay.

13.3- Penalties are applicable ipso jure and without prior formal notice, or other legal or judicial formalities on invoicing.

Penalties are cumulative and their application is independent of any other sanctions to which the delay may give rise, in particular the possible termination of the contract. In the event of termination, penalties are applied up to the date of notification of termination. Penalties do not discharge the Contractor's liability.

ARTICLE 14 — INVOICING CONDITIONS

14.1 - Equipment

The invoices are issued according to the following schedule:

- 95% of the contract price excluding VAT and all taxes due on acceptance.
- 5 % of the contract price excluding VAT and all related taxes upon expiry of the warranty period, upon request for payment.

It is specified that each invoice should reproduce the prior payment instalment already invoiced by the Contract Holder.

1.1-Transport*

- 100% of the amount all taxes included of the transport to the delivery of the Equipment.

ARTICLE 15 — INVOICE PAYMENTS

With a company under foreign law

Invoices are sent in one copy to:

CEA of Saclay
S3C - accounts payable PC 75
91191 GIF-SUR-YVETTE Cedex
FRANCE
Phone: +33 (0)1 69 08 47 50

All invoices issued bear the reference of the present contract.
Payments shall be made within 30 days from the date of receipt of the invoice, after delivery or execution.

or with a company under foreign law if the Holder so wishes (Chorus Portal optional).
It is specified that the use of the Chorus portal is optional for companies under foreign law. If the Holder opts for this method of invoicing, this choice is irreversible, for all future invoices and for all contracts concluded with the CEA.

Invoices can be sent to the CEA via the State's Chorus Pro Portal (<https://chorus-pro.gouv.fr>).

In order to be taken into consideration, each invoice issued by the Contractor under this Contract must comply with the regulations relating to electronic invoicing specified in particular by the Instruction of February 22, 2017 relating to the development of electronic invoicing and include the following information in particular:

- the CEA's SIRET number: 775 685 019 00587
- the GRE-C service code that will be used to direct the invoice processing;
- the commitment number (SAP contract/order number) composed of 10 digits
- Invoicing address :

CEA de Saclay
S3C - Comptabilité fournisseur PC 75
91191 GIF-SUR-YVETTE Cedex
FRANCE

The payment period is 30 (thirty) days from the date of receipt of the invoice by the CEA subject to acceptance by the CEA of the services in accordance with market conditions.

Supporting documents attesting to the CEA's acceptance (PV) or to an event that triggered an invoicing term must be sent at the same time as the invoices.

In the event that an invoice is issued for all or part of the firm and optional services, the Licensee must break down the amount invoiced by detailing the firm part and each option.

Any invoice that does not comply with the terms of the contract will be returned to the issuer.

ARTICLE 16 -TAX SYSTEM

The transactions in this Contract are subject to value-added taxation at the rates in force at the tax point.

OR

TAX AND CUSTOMS SYSTEM

16.1 - Tax system

This contract shall be subject to VAT at the rate applying at the time of the operative event.

The importation of equipment subject to the contract falls within the scope of French VAT under the provisions of Articles 32 and 60 of Directive 2006/112/EC.

In accordance with the provisions of Article 201 of the same Directive, the importer is liable for VAT at the rate applicable at the time of the chargeable event. The importer will pay the customs duties and VAT due on importation directly to the French Customs.

Depending on the option chosen, the transport service will be included in the amount of the VAT base, pursuant to Article 292 of the General Tax Code. This consists of the value defined by customs legislation, in accordance with Article 71 of the Customs Code of the Union.

16.2 – Customs system

The Contractor undertakes to deliver the goods to the CEA after customs clearance for export, and to take responsibility for obtaining any export licenses for the goods covered by this contract.

The holder undertakes to indicate on the commercial documents the customs nomenclature number as well as the origin of the goods and the country of last origin.

The CEA, Public Research Establishment, may benefit from exemption from customs duties for scientific instruments and apparatus, spare parts, components, accessories and specific tools (EC Regulation 1186/2009), provided that the objective technical characteristics and expected results are exclusively or mainly suitable for carrying out scientific activities and that the imports in question are non-profit-making.

Accordingly, the Holder undertakes to provide, in good time, all the documents necessary for the CEA to submit the request for exemption from customs duties.

Otherwise, the amount of customs duties unduly paid by the importer shall remain the exclusive responsibility of the Holder.

The customs clearance of the goods will be handled by the authorized customs representative of the CEA/Grenoble, ZIEGLER, située 23 rue de Brotterode, 38950 Saint Martin le Vinoux since the departure of the goods with the LTA (airway bill) numbers in case of air transport or a copy of the bill of lading in case of sea transport, and the invoice accompanying the transport.

ARTICLE 17 -COMPLIANCE BY THE CONTRACTOR WITH TAX AND SOCIAL/WELFARE LEGISLATION

The Holder undertakes to give to CEA :

- at the conclusion of the present contract and every six months from its notification until the end of the execution, the documents required by Article D.8222-5 (if established in France) or Article D.8222-7 (if established abroad) of the Labour Code and, where applicable, the list of names of foreign employees who may be employed (Articles D.8254-2 to D.8254-5 of the Labour Code);
- attestations and certificates issued by the competent authorities and bodies proving that the applicant has fulfilled his tax and social obligations (Order of 25 May 2016 establishing the list of taxes, contributions or social contributions giving rise to the issue of certificates for the award of public contracts and concession contracts).

The Holder must ensure that its suppliers and subcontractors also comply with these provisions when the contract is concluded and throughout its performance.
The Holder incurs penalties if he does not respect them (cf. article 21.1 of the CEA General Conditions of Purchase).

ARTICLE 18 -APPLICABLE LAW AND COMPETENT JURISDICTION

It is expressly agreed that performance of the present Contract shall be governed by French law.

Any disagreement that may arise between the Contract Holder and the CEA, relating to this contract, is within the exclusive jurisdiction of the Administrative Tribunal of Grenoble.

ARTICLE 19 - CONCLUSION OF THE CONTRACT

The Contract Holder is requested to return this contract duly signed.

Grenoble in one specimen,

For the Contractor

For the CEA