



Contract for Routine Supplies and Services (FCS)

SPECIAL ADMINISTRATIVE CLAUSES
(C.C.A.P.)

Subject: Supply of an ALD thin-film growth reactor coupled to a glovebox for CNRS UMR7162

This version holds no contractual value

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Article 1 – Subject matter and form of public procurement

1.1 Subject matter of the contract

The purpose of this contract is to supply an ALD thin-film growth reactor coupled to a glovebox for CNRS UMR7162.

1.2 Context and scope of execution

Information relating to the context and scope of execution is described in the CCTP.

1.3 Contract Form

1.3.1 Form of the contract

This contract is an ordinary supply contract.

1.3.2 Allotment

Given the fact that the devolution into separate lots would make it technically more difficult to perform the services that are the subject of this consultation, the consultation is not the subject of an allotment within the meaning of Articles L2113-10 and L2113-11 of the Public Procurement Code.

1.3.3 Contract Breakdown

This contract is not divided into phases or tranches within the meaning of Articles R2113-4 to R2113-6 of the Public Procurement Code.

1.4 Variants and possible additional services

1.4.1 Variants

Variants as defined in Articles R2151-8 to R2151-11 of the Public Procurement Code are prohibited in accordance with the provisions of Article 3.5 of the CCTP.

1.4.2 Optional and mandatory supplementary benefits (PSE)

The consultation includes any additional services in accordance with the provisions of Article 3.5.2 of the Special Technical Clauses (CCTP).

Mandatory (PSE):

PSE 1: Two-year warranty extension (after the initial 24 months).

PSE 2: Price of two years of preventive maintenance, number and nature of visits planned as part of this preventive maintenance. Maintenance will take effect once the warranty period, increased or not, expires.

EPS 3: Gas scrubber system to treat the gases leaving the ALD machine. This scrubber must be moved to a 3 m difference in height in order to install it in the technical room located on the floor immediately above the clean room.

Optional (PSE) :

PSE 4: Supply of a kit allowing a compliant deposition with a high form factor of the order of 2000.

PSE 5: In-situ measurement system for deposited thin films. Ideally, this measurement system should be able to interact with the ALD control software, in particular to be able to stop the growth of the layer when a predefined target thickness is reached.

PSE 6: Turbomolecular pumping system with pressure gauge for secondary voids and transfer of the measurement to the ALD control software, to reduce the pressure of the deposition chamber to 10^{-5} mBars.

PSE 7: Additional deposit chamber for making PEALD deposits.

Article 2 – Contractual documents

By way of derogation from the provisions of Article 4 of the CCAG-FCS, the constituent documents of this contract are, in descending order of priority, the following:

- The deed of commitment (AE) in the version resulting from any latest amendments, made by amendment and its annexes;
- Price schedule (DPGF: breakdown of the overall and fixed price);
- This Special Administrative Clauses (CCAP);
- The specifications of special technical clauses (CCTP)
- The general administrative clauses for public procurement contracts for current supplies and services (CCAG/FCS) resulting from the order of 30 March 2021 approving the general administrative clauses for public procurement contracts for current supplies and services, with the exception of the provisions from which this CCAP derogates. This document is not provided by the administration and is deemed to be known by the Holder;
- The Holder's technical offer.

The originals of the abovementioned documents shall be kept by the contracting authority and shall be the sole authority in the event of a dispute or dispute.

Any clause, inserted in a catalogue or a document of the Contractor, contrary to the provisions of the other documents constituting the contract, shall be deemed not to have been written. The general and specific terms and conditions of sale of the Account Holder are concerned by this provision.

Article 3 – Place of performance

Laboratoire Matériaux et Phénomènes Quantiques

CNRS- Université Paris Diderot
Bât. Condorcet – 4 Rue Elsa Morante,
75013 Paris

Article 4 – Duration

This Contract is concluded and takes effect from the date of its notification to the Contractor and is executed until the complete completion of the services requested (including the contractual guarantee period).

Article 5 – Subcontracting

This contract does not allow subcontracting for the essential parts of the contract concerning: the supply and performance of the associated services of installation, commissioning, warranty and technical assistance.

The Contractor may subcontract part of the performance of the services covered by the contract, under the conditions provided for by Law No. 75-1334 of 31 December 1975 relating to subcontracting in Articles R2193-1 to R2193-9 of the Public Procurement Code.

The Contractor may subcontract the performance of certain parts of the contract provided that it has obtained from the person responsible for the contract the acceptance and approval of the terms of payment, in accordance with the model of the special subcontracting act, which the Contractor must submit to the purchasing department of the CNRS Ile-de-France Villejuif Delegation against receipt or to be sent by registered letter with acknowledgement of receipt.

Article 6 – Contract value

6.1 General

The contract price includes all the supplies and services provided for in the technical specifications.

The prices are deemed to include all tax, parafiscal or other charges that must be imposed on the services, the costs relating to transport, insurance and all other expenses necessary for the performance of the services.

Value added tax (VAT) at the rate in force on the day the invoice is issued applies to the defined prices.

The price is flat-rate, firm and updatable.

6.2 Method of updating prices

The contract prices may be updated upwards or downwards if a period of more than three months elapses between the date on which the tenderer has set its price in the tender and the date on which the performance of the services begins.

Where applicable, the update will be made at the economic conditions corresponding to a date three months prior to the date on which the services begin to be performed by application of the following variation formula:

$$P = P_o (0.15 + 0.85 * (I/I_o))$$

In which:

P: Revised unit price excluding VAT

Po: the initial price excluding VAT set at the BPU original price excluding VAT appearing in the contract

Io = value of the monthly producer price index of French industry for the French market – CPF 26.1 –

Electronic components and boards – INSEE identifier: 010534690, year and month of submission of the tender (October 2021).

I = value of the monthly import price index for industrial products – CPF 26 and 27 – Computer, electronic and optical products, Electrical equipment Outside the euro zone – 2015 base - Identifier 010536058 last index published by INSEE on the date of the request for revision.

Ø Reading materials for the values of "L" and "M":

The values of the indices are available on the INSEE website, tab "database", "indices and time series", "statistical bulletin" <http://www.indices.insee.fr>

Ø Rounded:

For the revision coefficient Cn, the intermediate calculations are made without rounding.

Only its result is rounded up to the nearest thousandth. It will therefore be stopped at the third decimal place after the decimal point rounded up.

Ex:

When the Cn is 1.0494, it will be rounded to 1.050

When the Cn is 1.04901, it will be rounded to 1.050

6.3 Detailed rules for the application of the price revision

The coefficient of the discounted prices will be calculated by the holder.

For the payment of the update, the holder must include the following information:

- Date of performance of the services;
- Total amount of the services concerned € excl. VAT;
- Revision coefficient:
- Reminder of the formula for calculating the revision coefficient applicable in accordance with the CCAP
- Lo, L, Mo and M values from the reading media listed above
- The calculations made and the result obtained
- Application of this coefficient to the total amount € excl. VAT;
- VAT rate and amount;
- Amount of the revision including VAT.

In addition, the licensee must produce the extraction of the initial and final value of the selected indices, from the reading media indicated above.

In order to implement this update, the Account Holder must communicate their new prices to the representative of the establishment's Purchasing Department by registered letter with acknowledgement of receipt **no later than one (1) month after the established deadline.**

Otherwise, the old rates will be renewed.

The new rates become contractual if the representative of the Establishment has not made an observation within a maximum period of one (1) month from the date of receipt.

Article 7 – Invoicing

7.1 Billing

The payment of the sums due is made on presentation of invoices for the service performed.

7.2 Billing address

The invoice shall be made out and addressed to:

CNRS-SCTD
CODE DIVISION 3014 – CNRSUMR7162
2 RUE JEAN ZAY
TSA 31001
54519 VANDOEUVRE -LES-NANCY CEDEX
France

7.3 Method of sending the invoice

In accordance with the law of 3 January 2014 on the simplification of business life and Ordinance No. 2014-697 of 26 June 2014 on the development of electronic invoicing, the Account Holder and, where applicable, its co-contractors and subcontractors concerned, must submit their payment requests on the State's shared portal Chorus Pro.

At the creditor's choice, this transfer is made according to one of the following three methods:

- By electronic data interchange flow. In this case, the accepted formats are those listed at the following address:

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

- **By filing in PDF format**

- **By entering online in the portal**

The SIRET CNRS n° to use when depositing billing on Chorus is : n° 18008901303720

– structure CNRS (SCTD)

The information to be included in the header of the payment request is:

- The service code of the CNRS entity invoiced: UMR7162

- the purchase order number Starting with 3014 :(exemple : 3014L012345),

and, where applicable, the contract number appearing on the order form.

The use of the Billing Portal is exclusive of any other method of transmission.

Invoices must include, in addition to the information provided for by the public accounting regulations, the following information:

- 1. The market reference number**
 - 2. the purchase order number of the CNRS (11 Caractères) 3014L012345**
 3. the description and reference of the products,
 - 4. the name and full address of the service to which the supply is made,**
 5. the date of delivery,
 6. the amounts excluding unit and total taxes of the services provided,
 7. the rate and amount of value added tax (VAT),
 8. the designation of the contracting parties to the contract and the Siret number (Contractor and Contracting Authority),
 9. the intra-community VAT number,
 10. the bank or postal account number as attached to the deed of commitment,
 11. the period during which the services which are the subject of the payment claim were performed.
- The settlement price takes into account all duties and taxes applicable at the rate in effect at the time of invoicing. The initial price can be modified by penalties or default interest.

Any invoice that is not referenced to an order number and the contract number will be systematically rejected.

Article 8 – Methods of payment – Advance

In accordance with the provisions of Article R2191-3 to R2191-12 of the French Public Procurement Code, an advance is granted to the Contract Holder when the initial amount of the contract is greater than €50,000 excluding tax and to the extent that the execution period is longer than two months.

In accordance with the provisions of Article 11-1 option A of the CCAG-FCS, the amount of the advance is set at 30% of the overall and fixed amount of the contract including all taxes. In the event that the Contract Holder is entitled to the payment of an advance, it is invited to indicate in its tender whether it wishes to benefit from it or whether it renounces it.

The reimbursement must be completed when the amount of the services performed by the contractor reaches 80% of the amount of the contract, including all taxes.

Article 9 – Payment period

The overall payment period is thirty (30) days, pursuant to Decree No. 2013-269 of March 29, 2013.

The starting point of the overall payment period is the date of receipt of the payment request (statement or invoice) by the contracting authority.

Failure to pay within the prescribed period shall automatically give rise to default interest for the benefit of the Holder, as from the day following the expiry of the payment period, the rate of which shall be equal to the interest rate of the main refinancing facility applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the six-month period of the calendar year in which the main refinancing operation is interest on arrears began to run, increased by **eight percentage points**.

The amount of the lump sum compensation for recovery costs is set at forty (40) euros.

Article 10 – Authorising Officer and Accounting Officer

The authorizing officer responsible for issuing the payment order is :

The Regional Delegate of the Délégation Ile-de-France-Villejuif,
7 Rue Guy Môquet, 94 800 Villejuif

The accountant responsible for payments is :

The secondary accounting officer in charge of the Délégation Ile-de-France-Villejuif,
7 Rue Guy Môquet, 94 800 Villejuif.

Article 11 – Delivery, packaging and waste management

11.1 – Delivery and delivery time

Delivery is evidenced by the signature of a delivery note.

The maximum delivery time of the instrument is indicated in the CCTP.

Where the Contractor has proposed in its tender a period shorter than that indicated above, the contract period shall be that set out in the Contractor's tender.

11.2 – Delivery conditions

By way of derogation from the provisions of Article 19 of the CCAG-FCS, the contracting authority shall not systematically inform the Contractor of the availability of the premises intended for the installation of the equipment, at least fifteen days before the delivery of the equipment.

By way of derogation from the provisions of Article 21.2 of the CCAG-FCS, the delivery note must show:
- the date of shipment;

- the recipient;
- the delivery address;
- the reference to the Contract;
- the identification of the Data Controller;
- Identification of delivered supplies and, where applicable, their breakdown by parcel
- the number of the batch(es), if required by the regulations for labelling.

Each package must be visibly marked with its serial number, as it appears on the delivery note or status. It contains an inventory of its contents.

11.4 – Packaging and waste management

In accordance with Article 20.2.2. of the CCAG FCS, when this is not likely to contravene health and hygiene rules, the packaging remains the property of the holder. The latter collects them for recycling or reuse, with the exception of transport crates.

In accordance with Article 20.4. of the CCAG FCS, the recovery or disposal of waste created during the performance of the services is the responsibility of the contractor for the duration of the contract.

The contractor is required to produce, at the request of the buyer, any proof of traceability of the treatment of waste resulting from the performance of the service, which shows that waste management complies with regulatory requirements, in particular with regard to hazardous waste.

In the event of failure to produce evidence attesting to the traceability of the waste, the contractor shall be subject to a penalty, the amount of which shall be set out in the specific contract documents, after formal notice has been given to no success.

Article 12 - Acceptance of the material

12.1 – Technical performance

The supplies offered for the contract must comply with the specifications of the CCTP.

12.2 – Ecological performance

The Contractor shall make its best efforts to reduce the environmental impact of the services provided under the Contract, in particular:

- by treating waste related to the manufacture and transport of equipment to reduce its negative ecological impacts;
- by offering energy-efficient equipment;
- by offering equipment made of recyclable materials;
- by offering environmentally friendly means of transport.

12.3 – Packaging and transport

The inscriptions on the packaging delivered under the Contract must be in French, in accordance with Law No. 94-665 of 4 August 1994 and its circular of 19 March 1996, published in the Official Journal of 20 March 1996. The risks relating to the transport and delivery of the equipment are borne by the Contractor.

The recovery of packaging relating to the materials delivered is the responsibility of the Holder.

The Registrant is encouraged to use environmentally friendly packaging, including:

- by using packaging for which the waste produced during its manufacture is treated to reduce its negative ecological impacts;
- using packaging that includes recycled materials;
- using reusable packaging;
- by reducing the volume of packaging used;
- by ensuring the recycling of the packaging used.

The transport service may also be the subject of ecological efforts on the part of the Contractor, in particular:

- if the delivery time allows it, avoiding the use of planes;
- using traditional fuel-efficient vehicles;
- by using fully or partially electric vehicles or compatible with LPG or NGV;
- by using vehicles that reduce noise pollution.

12.4 – Installation and commissioning

This contract includes all the services and supplies necessary for the installation and operational commissioning of the instruments in accordance with the special provisions provided for in the CCTP.

12.5 – Intake and Verification Operations

Delivery shall be recorded by the signature of a delivery note and, at the end of commissioning, shall give rise to an initial report, drawn up by the representative of the contracting authority.

The verification period starts once the equipment is brought into service.

In accordance with Article 27.2.1. Whatever the results of the checks, the costs incurred are borne by the buyer for the operations which, in accordance with the stipulations of the contract, must be carried out on its own premises. They are the responsibility of the holder in other cases.

By way of derogation from Article 27.3. of the CCAG FCS, the buyer does not notify the holder of the days and times set for the checks.

The purpose of verification operations is to ensure that the instrument is working. They take place in several phases.

First step: the aptitude check

By way of derogation from Article 28.2 of the CCAG FCS, the purpose of the suitability check is to establish that the hardware and software installed and put in working order have the technical characteristics that make them suitable for performing the functions specified, where applicable, by this Contract, or, in the absence of such a contract, by the Contractor's documentation.

This finding may result from performance under the conditions set by the Contract.

The verification covers all the equipment installed and put in working order, including accessories, as provided for in the contract. They will focus in particular on:

The stripping operations of the reconstruction layers of the GaAs samples before ALD deposition (section 3.2.2.2), as well as the conformal deposition of 10 nm layers of alumina or HfO₂ on the samples described in Figure 1 (NB: the two types of deposits, alumina and HfO₂). The conformity of the deposit must be guaranteed for ratios of aspects greater than or equal to 50 as described in section 3.4.

- The on-site validation of the stripping of the reconstruction layer of the GaAs resonators (illustrated in Figure 1) by low-pressure H₂ plasma will be done by measuring the shift in the spectral position of the optical resonances of our test devices before and after etching/stripping of this reconstruction layer. A spectral shift of about 1 to 2 nm will be evidence that the reconstruction layer has been removed.
- On-site validation of the compliance of ALD deposits (alumina and HfO₂) will be carried out by scanning electron microscopy measurements to determine if there is a difference in the thickness of the deposited layer on all surfaces of the resonator (see Figure 1 of the CCTP).

By way of derogation from Article 28.2 of the CCAG FCS, the period of time available to the Beneficiary to formalize a Report (PV) and notify its decision is sixty (60) days, from the commissioning or at the end of the initial training of the users of the instrument if this is subsequent to the commissioning.

If the aptitude check is positive, the Beneficiary proceeds with the regular service check.

If the suitability check is negative, the Beneficiary takes a decision to postpone or reject it. In the event of postponement and/or rejection, the Contractor, after working on the equipment, notifies that it has been put back in working order.

Step Two: Regular Service Verification

The purpose of the regular service audit is to establish that the hardware and software supplied are capable of providing regular service under normal operating conditions to perform the functions referred to in Article 27 of the CCAG-FCS.

The regularity of the service is observed from the day on which the elements have been declared fit.

By way of derogation from Article 28.2 of the CCAG-FCS, the period of time for the Beneficiary to formalize a Minutes (PV) and notify its decision is sixty (60) days from the date of the decision to verify suitability.

The service is deemed to be regular if the cumulative duration of the period of verification of the regular service, of the unavailability attributable to each piece of equipment does not exceed 3.50% of the actual duration of use.

Article 13 - Review clause

In accordance with Article 25 of the CCAG FCS, In the event of a circumstance which the diligent parties could not foresee in its nature or extent and significantly altering the conditions of performance of the contract, the parties shall examine in good faith the consequences, in particular the financial consequences, of this circumstance.

Where applicable, the parties agree, by amendment, on the terms and conditions for the total or partial coverage of the additional costs directly induced by this circumstance on the basis of supporting documents provided by the holder. In particular, account shall be taken:

- additional costs related to changes in the performance of services;
- the consequences of extending the deadlines for the performance of the contract.

Article 14 – Applicable penalties

By way of derogation from Article 14.1.1 of the CCAG-FCS, the Contractor may, in the event of a delay in the performance of the services and by decision of the Contracting Authority, be subject to penalties calculated by applying the following formula without prior notice:

$$P = V \times R / 1000$$

in which:

- P is the amount of the penalties;
- V is the amount of the purchase order;
- R is the number of calendar days of delay in execution.

The Contracting Authority may exempt the Contractor from these penalties if the latter invokes a cause of delay for which it is not responsible. The Contractor shall then notify its request for exemption to the Contracting Authority, setting out the reasons for the delay.

By way of derogation from article 14.1.2 of the CCG FCS, the amount of the penalties may not exceed 20% of the amount excluding tax of the purchase order, any day started being due.

By way of derogation from Article 14.1.3, the Account Holder is not exempt from penalties of an amount of less than €1,000.

Article 15 – Termination

The contract may be terminated in accordance with the provisions of Chapter 7 of the CCAG-FCS.

15.1 – Termination without fault

Termination without fault shall be carried out in accordance with and in the cases provided for in Articles 38 and 40 of the CCAG-FCS.

In accordance with Article 40 of the CCAG-FCS, the Contracting Authority may decide to terminate the contract at any time, on grounds of public interest, if events affecting one or more Contract Holders, or the economic sector concerned by the contract, would compromise the effectiveness of competition during the remainder of the duration of the contract.

15.2 – Termination for fault

The contract may be terminated for fault on the part of the Contractor in the performance of the services covered by these contracts, in accordance with Article 41 of the CCAG-FCS.

The Contracting Authority may then terminate the contract in the course of performance, if, after formal notice from the Contractor accompanied by a deadline, defects found are not corrected within the time limit set.

The termination decision is sent by registered mail with acknowledgement of receipt to the Account Holder and takes effect from the date of receipt of this deed.

The terms of the termination are formalised in writing between the parties, including compensation for the damage suffered.

Article 16 – Obligation of the holder

16.1 – Confidentiality

The Contractor is bound by professional secrecy: it undertakes to keep confidential, in all circumstances and whatever the cause, the information and documents communicated to it by the Contracting Authority or of which it may have become aware in the context of this contract. In particular, it shall refrain from any written or verbal communication and any delivery of documents to third parties without the prior consent of the Contracting Authority.

This obligation concerns, in particular, the documents sent to it by the contracting authority during the period of preparation of the contract.

In order to ensure the protection of confidential information, each party undertakes to take all necessary measures to this end, such as:

- Filing confidential documents in furniture or digital storage spaces with reserved access;
- Archiving under the same conditions and systematic destruction of copies or files that are no longer needed.

16.2 – Respect for the principles of equality, secularism and neutrality in the performance of services

In accordance with Article 1st, of the Law of 24 August 2021 consolidating compliance with the principles of the Republic, "the holder is required to ensure the equality of users before the public service and to ensure compliance with the principles of secularism and neutrality of the public service. It shall take the necessary measures to this end and, in particular, it shall ensure that its employees or persons over whom it exercises hierarchical authority or managerial power, when they participate in the performance of the public service, refrain in particular from manifesting their political or religious opinions, treat all persons equally and respect their freedom of conscience and dignity.

The contract holder shall also ensure that any other person to whom he entrusts part of the performance of the public service ensures that these obligations are complied with. It is required to communicate to the buyer each of the subcontracts having the effect of involving the subcontractor in the performance of the public service mission. »

Article 17 – Contractual guarantees

17.1 – General

Complaints relating to defective parts or a malfunction of all or part of the equipment delivered shall be made by the contracting authority.

The supplies benefit from the guarantee provided for in Article 1641 of the Civil Code, and the warranty against defective products provided for in Articles 1386-1 et seq. of the Civil Code, as well as the contractual guarantee provided for by the Contract.

In accordance with Article 33 of the CCAG-FCS, the starting point of the contractual guarantee period is the date of notification to the Contractor of the admission decision by the contracting authority.

17.2 – Minimum duration and content – Commencement

All instruments, including accessories, are guaranteed under the conditions set out in Article 33 of the CCAG-FCS. The warranty covers the cost of defective parts (including optical, mechanical, electronic and computer components) with no limit on the amount, labor and travel expenses to the site.

By way of derogation from the provisions of Article 33.1 of the CCAG-FCS, the instruments are fully covered by a guarantee of **a minimum duration of 24 months**, with the exception of consumables;

Consumables are defined as components with a normal lifespan of less than 12 months.

The Licensee has a duty of transparency when responding to consultations on the components of the devices it markets that meet this definition of "consumables".

If the Contractor has proposed in its tender a guarantee longer than **the minimum guarantee of 24 months** and/or a more extensive cover (replacement of consumables for example), the elements of its tender which are more favourable to the contracting authority than those stipulated in this SCAF shall be binding on the Contract.

Article 18 – After-sales service

The Holder's after-sales services are provided throughout the period of the contractual warranty and any extension.

The after-sales service during the warranty period may provide for preventive maintenance operations (visits) or servicing of the instruments subject to the Contract.

In any event, the after-sales service provides for at least and at no extra cost during the warranty period the services described in the following articles:

18.1 – Software

The Owner's after-sales service includes, at a minimum, software updates and version changes.

18.2 – Technical Support

The Holder's after-sales service includes free and unlimited technical support (including on software) during working days throughout the warranty period of the instruments.

Telephone support is accessible by phone (non-surcharged call) and by email.

The Account Holder undertakes to respond within 48 hours.

The Holder's other commitments regarding technical support are included in its offer.

18.3 – Outage response times

Throughout the warranty period, the Contractor has an obligation to achieve results concerning compliance with on-site intervention deadlines in the event of a breakdown of the instruments purchased pursuant to this contract.

By way of derogation from the provisions of Article 32.3 of the CCAG-FCS, this period is understood to be in working days from the date of the request for intervention. It takes into account the location of the instrument subject to the Contract. **This period is mentioned in the Holder's offer.**

The request for intervention by the contracting authority may be made by telephone, confirmed electronically or by fax.

The registration of the request for action must be confirmed in writing (e-mail or fax) by the Registrant.

The intervention period begins as soon as the contracting authority's request for intervention is registered by the Contractor.

In the event of failure to comply with this deadline, the Holder incurs a penalty as described in Article 12 of this CCAP.

18.4 – Set-up times and repair times in the event of a breakdown

Throughout the guarantee period, the Contractor has an obligation of result and deadline concerning the restoration of the instrument to operational working order in accordance with the technical and functional performance initially planned in the Contract.

In accordance with the provisions of Article 33.3 of the CCAG-FCS, the time limit for the Contractor to carry out an adjustment or repair requested of it is that which is set by decision of the Contracting Authority, after consultation with the Contractor.

This period is mentioned in the Holder's offer.

The starting point of this period for fine-tuning or repair in the event of a breakdown begins on the date of the contractor's first on-site intervention or, in the event of no intervention by the contractor, on the date of the contracting authority's request for intervention.

After this period, the Holder incurs penalties as set out in Article 12 of this CCAP.

18.5 – Obligation relating to captive spare parts and consumables

The Contractor undertakes to replace the used spare parts and to supply the corresponding captive consumables for a minimum period of 10 years from the date of admission of the instrument purchased under this contract.

This obligation does not apply to second-hand equipment that is more than one year old.

Otherwise, the Holder incurs a penalty as described in Article 12 of this SCC.

Article 19 – Information to the Establishment

The Contractor is required to notify the Contracting Authority immediately of any changes concerning it occurring during the term of the contract and relating to:

- to persons with the power to bind the company;
 - the legal form under which it carries out its activity;
 - the company's name or name;
 - its address or registered office, depending on whether it is a natural person or a legal person;
 - the distribution of the company's share capital;
 - to the persons or groups who control it;
 - to the groups in which it participates, when these groups are relevant to the performance of the contract;
- and, in general, all significant changes in the way the company operates.

19.1 Change without creating a new legal or natural person:

Any change of company name or company name, registered office or domicile, of the account to be credited, must be notified to the contracting authority by registered letter with acknowledgement of receipt. This notification must be supported by the new bank details, and, as the case may be, either a copy of the minutes relating the decision of the company's General Meeting, or a copy of the extract from the newspaper of legal announcements.

19.2 Change resulting in the creation of a new legal or natural person:

When the change leads to the creation of a new legal entity (merger, absorption, takeover of a company in the context of a judicial liquidation, etc.) or a new natural person, a transfer amendment must be drawn up between the CNRS and the new Holder.

It must provide proof that it can ensure the continuity of the framework agreement.

On the one hand, the CNRS verifies that the new Holder has the financial and technical means to ensure the continuity of the framework agreement, verifies the regularity of the certificates attesting to its tax and social security situation and ensures that there are no legal or financial links incompatible with the performance of the framework agreement.

19.3 Transfer of the contract to a new legal or natural person:

Any proposed merger or absorption of the Licensee and any proposed contract transfer and to produce the requested documents and information concerning the company to which the contract is transferred or assigned. If the assignment is accepted, it is subject to an amendment to the contract recording its transfer to the new Owner.

The Institution then formalizes, with the new Contractor, the transfer of the current contract.

Any other modification affecting the Contractor's ability to perform the contract is also considered to be major.

Article 20 – Insurance

The Contractor must take out insurance to guarantee its liability towards the contracting authority and third parties who are victims of accidents or damage caused by the performance of the services. By way of derogation from Article 9.2 of the CCAG-FCS, the Contractor must submit a certificate of insurance to guarantee its liability towards the contracting authority and third parties who are victims of accidents or damage caused by the performance of the services, within a period set in the award letter to be sent to it.

Article 21 – Applicable law, Language

In the event of a dispute in the performance of this contract, the dispute shall be brought before the administrative court with territorial jurisdiction. Only French law is applicable.
All the documents making up the contract are drafted in French.

Article 22 – Disputes-Applicable law

The Contractor undertakes to resolve amicably any dispute arising during the performance of the contract. In the event of a dispute, the competent court is the administrative court of Melun.

This contract is subject to French law.

Article 23 – Derogations from general documents

The articles of this CCAC derogating from the CCAG-FCS are as follows:

Articles of this CCAP derogating from the CCAG	Articles of the CCAG-FCS from which derogations are made
Article 2	Article 4
Article 11.2	Articles 19 and 21.2
Article 12.5	Sections 27.3 and 28.2
Article 14	Article 14
Article 17.2	Article 33.1
Article 18.3	Article 32.3
Article 20	Article 9.2