



SUPPLY OF A 3KA @ (18T,4.2K) REBCO WIRES

Contract project n°B25-03012-MVI

BETWEEN :

«**COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES**», a French state-owned research entity with a scientific, technical or industrial activity duly organised under the laws of France and having its registered office located "Bâtiment Le Ponant D - 25, rue Leblanc - Paris 15ème (France)" - and declared at the Paris Register of Commerce and Trade (*Registre du Commerce et des Sociétés de Paris*) under the following registration number : R.C.S. PARIS B 775 685 019, represented by **Monsieur Jérôme BUCALOSSI**, acting as Director of the "IRFM" (Institut de Recherche sur la Fusion par confinement Magnétique) and duly authorized for the purposes hereof, hereinafter referred to as « **CEA** »,

on the one hand,

AND

XXXXXXXXXXXXXXXXXXXX having its registered office located at _XXXXXXXXXXXXXXXXXXXXXXXXXXXXX represented by XXXXXXXXXXXXXXXXXXXXXXXX, acting on the basis of the Statute XXXXXXXXXXXXXXXX hereafter designated "the Contractor",

on the other hand,

Hereinafter referred to individually / collectively as "Party / Parties".

AGREE AS HEREIN AFTER PROVIDED

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ARTICLE 1 – PURPOSE

This contract defines the conditions under which the CEA entrusts the Contractor with the delivery of a 3kA @ (18T,4.2K) Rebco wire on behalf of the CEA/IRFM at Cadarache.

ARTICLE 2 – APPLICABLE DOCUMENTS

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

- This Contract, its appendices and any Amendments
- the request for quotation B25-03012-MVI dated 08/02/2025, including the Technical Specifications referenced I0000146568 dated 08/18/2025.
- the General Purchase Conditions of the CEA (GPC) dated January 2022,
- Additionally, the Contractor's proposal referenced XXXXXX , dated XXXXXXXXX

The Contractor expressly acknowledges to have taken into account and accepted the documents mentioned hereinabove. Contractor's General sales conditions are unenforceable regardless of the form, apart from GSC provisions resulting from mandatory statutory rules.

ARTICLE 3 – DESCRIPTION OF SERVICE

The work to be performed by the Contractor according to the provisions of the present Contract shall be performed in strict accordance with all requirements and conditions stipulated in the said Contract.

The content of the service concerns the delivery of a 3kA @ (18T,4.2K) Rebco wire.

The contract includes the following tasks :

- Task 1 : Supply of a 3kA @ (18T, 4.2K) Rebco wire
- Task 2 : Shipping and delivery of the 3kA @ (18T, 4.2K) Rebco wire

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ARTICLE 4 – OBLIGATIONS OF THE PARTIES

4.1 Contractor's obligations

4.1.1 Obligation of results

The Contractor chosen to perform the work has an obligation to produce the expected results for the CEA; it will manage and remain entirely responsible for doing so. If the said results are not produced, the CEA may decide at any time to terminate the Contract under the conditions of Article 39 in the above-mentioned GTCP.

As a specialist in the field, the Contractor agrees to deliver the work in accordance with the needs and functions, constraints and requirements communicated by the CEA.

4.1.2 Duty to provide advice and information

The Contractor is expressly required to advise and inform the CEA on all issues related to the Contract as it carries out the services allocated under the present Contract. This obligation includes fully informing the CEA of any problem or difficulty arising during the Contract and its consequences on the performance of the Contract. In this case, the Contractor must recommend any solutions that may prove useful and more generally protect the interests of the CEA.

4.2 CEA's obligations

Where appropriate, the CEA shall make available to the Contractor all documents and information necessary for the performance of the Contract.

In the event of unavailability of any of the abovementioned elements, the Parties shall meet to determine the impact on the performance of the Contract.

ARTICLE 5 – CONDITIONS OF PERFORMANCE AND DELIVERABLES

5.1. Coordination

For the execution of the present contract, the technical interlocutors are :

- The CEA : M. Alexandre TORRE
- The Contractor : XXXXXXXXXXXX

5.2. Deliverables and deadlines

The entire supply must be delivered within 12 months after the notification of the Contract.

ARTICLE 6 – WARRANTY

6.1. The duration of the warranty

The warranty (parts, labor and travel) for a period of twelve (12) months from the date of receipt of the supply, will cover all services, including possibly subcontracted parts, and will be carried out in accordance with the conditions provided in chapter 11 of the General Purchase conditions.

The duration of the warranty will be automatically extended by the number of days during which they would not have been used in an incomplete manner by the CEA.

6.2. Scope of the warranty

The warranty will cover the search for the causes of errors and non-conformities, including non-compliance with the performance referred to in the Technical Specifications.

In the event that the CEA rework the equipment without the authorization of the Contractor during the warranty period, only non-conformities or errors appearing on an unmodified version of the equipment will be guaranteed.

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Likewise, the guarantee cannot be exercised in the event of use by the CEA that does not comply with the instructions of the contactor.

In the event that the defects observed during the guaranteed period necessitate resumption of studies, the Contractor undertakes to correct any error made by him, at his expense, without prejudice to any compensation that may be awarded to the CEA. If the contactor does not comply with the above obligation, the CEA reserves the right to have the service corrected or performed by a third party, at the expense and risk of the contractor, without the latter being able to oppose the confidentiality of the Results or any limitation. any arising from intellectual or industrial property rights.

The guarantee will also apply to modifications made by the Contractor.

6.3. Warranty interventions

Under the warranty, the Contractor undertakes to intervene within 4 working days at the CEA's request. Each intervention of the Contractor on the equipment, within the framework of the warranty, gives rise to the establishment of an intervention report, recalling the service carried out, the parts replaced or which will have to be changed later, and possibly specifying the information or technical advices necessary for the proper functioning of the equipment

These reports, drawn up by the contractor in duplicate, will be signed by the contractor and by the CEA.

ARTICLE 7 – LATE PENALTIES

Notwithstanding the penalties applicable under the GPC, particularly those provided for in Article 24, the following penalties shall apply to this Contract.

In the event of overshooting of the contractual delivery or warranty lead times mentioned in articles 5.2 and 6.3 supra, the Contractor shall be subject to a penalty calculated on the total amount of the agreed contract at the rate of 1/1000 per calendar day of delay.

In the event of non-compliance with provisions of article 10.2, the Contractor shall be subject to a penalty of 150 € per observed breach.

The penalties defined in this article are :

- all cumulative,
- non-waivable, immediately and automatically applicable without it being necessary to send prior formal notice or complete any other legal formality, and directly invoiced by the CEA,
- cumulatively capped at 10% (TEN PERCENT) of the total amount excluding VAT of the Contract.

ARTICLE 8 – CONTRACT AMOUNT

The Parties agree to take the EUROS as the applicable currency for the Contract.

The total amount of the Contract is fixed at the lump-sum of XXXXXX € excluding taxes.

The prices mentioned above are fixed and lump-sum amounts. Consequently, they apply regardless of any constraints or difficulties encountered by the Contractor during the performance of the services. They include all costs, notably all expenses and overhead costs incurred, profit margin, transportation and delivery costs, labor costs of the Contractor, travel and accommodation expenses, and documentation costs necessary for the performance of the services, ensuring that no additional charges of any kind may be added.

ARTICLE 9 – CONDITIONS OF PAYMENT AND INVOICING

9.1. Conditions of payment

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- 100% of the total amount of the Contract at the validation by the CEA, based on official statement provided and signed by the CEA, of the delivery of Rebco wire.

9.2. Invoicing procedure

All invoices issued by the Contractor under this contract must mention the reference number of the Contract, the number of "unit costs" for the period considered and the name of the corresponding deliverables.

Invoices shall be sent in two original copies to the following address :

CEA Saclay
DFP/DFC/S3C – Comptabilité fournisseurs
Bâtiment 530 – PC 75
91191 GIF SUR YVETTE CEDEX

According to article 44 of the directive 2006/112/CE, the service provided by the contractor to the CEA is subject to the French value added tax (VAT). The VAT will be reverse charged by the CEA at the rate applicable on the day of the chargeable event.

Furthermore, the invoices must be sent to the following email address : cindy.cheli@cea.fr

The CEA VAT identification number is FR 437 756 850 19.

The Contractor will mention on the invoices the IBAN and SWIFT or BIC code.

The invoice will be paid within thirty calendar days from reception by the CEA, after delivery or performance.

ARTICLE 10 – DELIVERY

10.1 Delivery

As customs clearance operations are entrusted to the CEA customs broker, the contractor makes delivery under the following conditions:

DAP – Société Setcargo international, 13016 Marseille - Incoterms® ICC 2020

In accordance with article 25.7 of the CEA's General Purchasing Conditions (GPC), due to its activity, the CEA may benefit from exemption from customs duties applicable to the importation of scientific instruments and devices and spare parts under the conditions of Regulation (EC) 1186/2009 and Official Customs Bulletin No. 6558 of July 26th, 2002.

To this end, the contractor undertakes to provide, in good time, the necessary document for the submission by the CEA, its authorized customs representative (freight forwarder) or the contractor's, of the request for exemption from customs duties.

Concerning the goods covered by the Contract, the Contractor undertakes to indicate on the commercial documents (invoice, etc.) their customs nomenclature number, their customs origin as well as the country of last provenance.

The contractor informs the CEA, at least one month before the actual arrival date of the goods, so that it can process the exemption request before submitting the import declaration. Failing this, the amount of customs duties unduly paid by the CEA is borne by the Contractor.

10.2 Environmental provisions

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The Contractor shall limit the number of deliveries to avoid any unnecessary shipping. The packaging shall use, as much as possible, either recycled or recyclable materials.

ARTICLE 11 – SUB-CONTRACTING

Any subcontracting operation is subject to the prior written approval of the CEA, using the form provided for this purpose.

The Contractor must include all the obligations and specifications of this Contract related to the subcontracted works in the contracts with its subcontractors.

Subcontracting contracts must not hinder the CEA's free use of the results or works of this order.

After signature by the Parties and before the beginning of the subcontracted works, a copy of the subcontracting agreement may be requested by the CEA. Total subcontracting is prohibited.

ARTICLE 12 - CONFIDENTIALITY

Obligations regarding confidentiality are governed by the provisions of Article 11 of the GPC.

ARTICLE 13 –OWNERSHIP OF THE EQUIPMENT

The Parties agree that class cable delivered by XXXXX, will become the property of the CEA after the delivery and reception of the equipment by the CEA.

ARTICLE 14 – QUALITY, INDUSTRIAL SAFETY, NUCLEAR SAFETY AND THE ENVIRONMENT

The CEA has the right to check that this quality system is working efficiently. For this reason, the Contractor must make sure the CEA staff or representatives can access its facilities during normal working hours and must facilitate any audits carried out or mandated by the CEA.

These audits do not in any way diminish the Contractor's responsibility.

The Contractor must support the CEA during audits and inspection visits concerning its own management system.

If it becomes apparent that some provisions concerning its quality control, environmental approach or industrial safety are not being met, the Contractor will be notified and will be required to make the necessary changes within the given time limit.

If the Contractor fails to take action, the CEA has the right to suspend the performance of the Contract. If the Contractor proves incapable of rectifying the situation, the Contract will be terminated through the fault of the Contractor, without any compensation.

ARTICLE 15 – DURATION

This Contract shall come into effect upon its notification by the CEA. It will be terminated at the latest of the following events :

- once performance of the services is concluded and all required deliverables have been delivered, and all reservations on said services or deliverables are lifted by the CEA,
- after all payments owed by one Party or the other on behalf of the Contract are fulfilled, including potential penalties,

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- at the end of the warranty.

ARTICLE 16 – APPLICABLE LAW

In the event of any dispute arising out of the interpretation or performance of the Contract, the dispute shall fall within the exclusive jurisdiction of the Administrative Court of Marseille



On behalf of the CEA	#signature1#
On behalf of the Contractor:	Signature : Date :

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