

SPECIAL ADMINISTRATIVE SPECIFICATIONS (CCAP)

FRAMEWORK AGREEMENT FOR INTELLECTUAL SERVICES

**Scientific editing services for research proposals
submitted by applicants to the European Research
Council (ERC) calls for projects**

CCAP no.: 25PIA025

**Deputy Directorate for Research, Innovation and
Technology Transfer (DGD RIV)**

Fostering Science Programme

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1 - General contract provisions

1.1 - Purpose of contract

The provisions of these Special Administrative Specifications (CCAP) relate to scientific editing services for research proposals submitted by applicants in response to calls for projects issued by the European Research Council (ERC).

This framework agreement sets out all the conditions for the performance of services; it is implemented as and when purchase orders are issued by the contracting authority.

1.2 - Division of contract into lots

There shall be no division into lots.

The framework agreement shall be awarded to several economic operators.

1.3 - Type of framework agreement

The framework agreement with a maximum value shall be signed pursuant to Articles L. 2125-1(1), R. 2162-1 to R. 2162-6, R. 2162-13 and R. 2162-14 of the Public Procurement Code. It shall give rise to the issue of purchase orders.

The maximum annual value of this framework agreement shall be set at €200,000 excluding VAT.

The procurement method used by the contracting authority shall be the multi-contractor framework agreement, in accordance with Article L. 2125-1(1) of the Public Procurement Code.

The framework agreement shall have two successful contractors (subject to there being a sufficient number of valid and economically acceptable bids).

The method used by the contracting authority to allocate orders among the successful contractors is the “cascade” method, as defined in Articles 1.4.1 and 1.4.2 below.

1.4 - Conditions for the allocation of purchase orders

1.4.1 Cascading allocation

When a requirement arises, the contracting authority shall, as a matter of priority, contact the contractor whose bid for the award of the framework agreement was ranked first following the evaluation of bids, under the framework agreement.

If that contractor declines the order under the conditions set out below, the contracting authority shall approach the contractor whose bid for the award of the framework agreement was ranked second following the evaluation of bids.

1.4.2 Practical arrangements

The contracting authority shall notify the contractor of its requirements by means of a request for services sent electronically (by email), containing the information set out in Article 1.4.3 of these CCAP.

The contractor must confirm acceptance of the contract within seven days of the contracting authority's request. The date of this request shall be determined in advance by the Fostering Science timetable, which is aligned with the ERC timetable.

There are three circumstances in which the next-ranked contractor may be approached, without any penalties for the first-ranked contractor:

- Where the contractor is already supporting 12 researchers as part of their work with Fostering Science, including at least six under Service A: the contractor reserves the right to decline in order to ensure an excellent standard of support
- Where a researcher refuses to be supported by the first-ranked contractor (because the researcher's specialist field differs too greatly from that of the expert contractor, etc.)
- Where Fostering Science places an order less than four weeks before the call's deadline.

If the last-ranked contractor declines the order under the conditions described above, the contracting authority may arrange for the service to be provided by a third party under the contract.

The contracting authority reserves the right to split the requirement into several orders, to be placed with different contractors, in the event that one of the contractors is unable to meet the contracting authority's entire requirement; in this case, the cascade allocation method shall apply to distribute the purchase orders.

1.4.3 Acceptance of the request

Following acceptance of the request by one of the contractors, by return email and within the time limits specified in Article 1.4.2 of these CCAP, the contracting authority shall issue a purchase order to that contractor containing the following details:

- the contractor's name or company name;
- the date and contract number;
- the date and number of the purchase order;
- the nature and description of the services to be provided;
- performance deadlines (start and end dates);
- the amount of the purchase order;
- any applicable deadlines for contractors to submit their comments.

The maximum turnaround time for purchase orders is six months.

Only purchase orders signed by the representative of the contracting authority may be fulfilled by the contractor(s).

The procedures for submitting payment requests are set out in Article 9.2 of this document.

2 - Contract documents

As an exception to Article 4.1 of the CCAG-PI, the contract documents for this framework agreement are as follows, and in the event of contradiction between their stipulations shall prevail in the following order of priority:

- The Deed of Undertaking (AE) and financial appendices (in French)
- The Special Administrative Specifications (CCAP) (in French)
- The Special Technical Specifications (CCTP) (in French)
- NDA
- The General Administrative Specifications (CCAG) applicable to public tenders for intellectual services, as approved by the Decree of 30 March 2021
- The price schedule
- The response template submitted by the contractor as part of its bid (in English), relating to:
 - The proposed methodology
 - Background note to help assess understanding of the challenges and complexity of the ERC programme
 - Proposed methodology for the provision of scientific editing services for ERC proposals
 - Description of the process put in place for revising and proofreading proposals with researchers
 - The experience and qualifications of individuals assigned to deliver the services
 - Detailed CVs of the expert(s)
 - The Contract Manager's detailed CV

- The measures put in place with regard to CSR

- The response template submitted by the contractor as part of its bid, relating to professional references (in English).

In the event of any contradiction between one or more of the clause(s) provided in any general terms of sale submitted by the contractor in its bid and the clauses provided by UGA, the latter shall prevail.

Furthermore, the tender documents are written in French. Any English translations of these documents are provided for information purposes only. They do not constitute contractual documents and are not included in the contract document order of priority. In the event of any contradiction or difference in interpretation between the French and English versions of these documents, the French version shall prevail.

However, the services are to be provided exclusively in English; therefore, the contractor's bid, which is written in English (in particular the responses template), constitutes a contractual document and forms part of the contract document order of priority. The other contractual documents shall remain governed by their French versions. In the event of any contradiction or difference in interpretation between the French and English versions of these documents, the French version shall prevail.

3 - Confidentiality and security measures

This framework agreement includes an obligation of confidentiality as required under Article 5.1 of the CCAG-PI.

Furthermore, prior to the contract being awarded, the contractor must sign a non-disclosure agreement (NDA) covering confidentiality, the non-disclosure of information and documents provided, and the non-use of artificial intelligence (see Article 4 of the CCTP).

The services are subject to security measures in accordance with Article 5.3 of the CCAG-PI.

The contractor must inform its subcontractors of the applicable confidentiality obligations and/or security measures.

4 - Assignments

Details of the assignments are as follows:

Assignment	Description
Assignment 1	Assistance with writing, revising and proofreading the ERC proposal: phase 1 of the ERC selection process (Section I + Section II) See Article 3.1 of the CCTP
Assignment 2	Individual support for researchers who have progressed to stage 2 of the assessment, to help them prepare for the "question and answer" section of the oral interviews See Article 3.2 of the CCTP

5 - Term and performance deadlines

5.1 - Term of the contract

The framework agreement is signed for a term of one year.

The framework agreement shall take effect from 1 January 2027 (or from the date of notification, if later).

The deadlines for the performance of services are set out in each purchase order in accordance with the provisions of the framework agreement documents.

With regard to the timetable set by Fostering Science, an extension to the performance deadline may be granted by the contracting authority under the conditions provided in Article 13.3 of the CCAG-PI.

However, the overall service cannot be extended under any circumstances; deliverables must be submitted before the deadline for the closure of ERC calls (see Article 10.1 of this document).

5.2 - Renewal

Framework agreements are tacitly renewed until they expire. For each framework agreement, the number of renewal periods is set at three; each renewal period lasts one year. The maximum duration of each contract, including all periods, is four years.

The contracting authority shall be deemed to have accepted the renewal unless it issues a written decision to the contrary at least three months before the expiry of the framework agreement.

6 - Price

6.1 - Description of prices applied

Services shall be charged at unit rates and fixed prices in accordance with the stipulations of the deed of undertaking.

The maximum total price for a service is calculated by applying one of the fixed prices set out in the price schedule. This price will be adjusted and may be reduced if the support provided is less than that set out in the programme. Where applicable, the hourly rate will be applied up to the limit set out in the price schedule, multiplied by the number of hours worked on a pro rata basis.

The price shown in the price schedule is in euros, excluding VAT. The price excluding VAT is subject to change.

The prices include all expenses necessary for the complete performance of the services, including all tax, parafiscal and other charges necessarily applicable to the service, as well as all other expenses necessary to perform the services.

6.2 - Price variation terms

The prices set out in the framework agreement are deemed to be based on the economic conditions prevailing in the month in which the contract is awarded; this month is referred to as “month zero”. Prices may be subject to annual review, from the second year of the contract onwards and at the contractor’s request.

Prices are revised annually by applying a coefficient C_n to the prices set out in the framework agreement, calculated using the following formula:

$$C_n = 0.0\% + 100.0\% (010766534 (n) / 010766534 (o))$$

In this formula,
the following definitions apply:

- C_n : adjustment coefficient
- Index (n): the value of the benchmark index in month n
- Index (o): the value of the benchmark index in month zero.

The benchmark index, published by INSEE, is index 010766534: “Producer price indices for French services supplied to French businesses (B2B) - CPF 70.2 - Management consultancy services”.

Procedures for submitting annual price revisions:

The contractor shall submit its revised prices to the contracting authority, using email address service-commande-publique-sem@univ-grenoble-alpes.fr at least 30 days before the renewal date (including the adjustment coefficient applied and the values of the indices used for the calculation).

If the contractor fails to do this, no price adjustment may be applied for the new period.

The revised prices shall be deemed automatically accepted if the contracting authority does not comment on the contractor's proposal within a maximum of 30 calendar days from date of receipt.

7 - Financial guarantees

No financial guarantee clause shall apply.

8 - Advance payment

The option selected for determining the advance is option A of the General Administrative Specifications - Intellectual Services (CCAG-PI).

8.1 - Payment and reimbursement conditions

An advance payment will be made for each purchase order greater than €50,000 excluding VAT and when the performance deadline is greater than two months, unless otherwise indicated in the deed of undertaking.

The amount of the advance payment shall be set at 5.00% of the purchase order if its fulfilment period is less than or equal to 12 months; if its fulfilment period is greater than 12 months, the advance payment shall be equal to 5.00% of a sum equal to 12 times the purchase order amount divided by that period expressed in months.

This rate shall be set at 30.00% where the holder of the public contract is classed as a small or medium-sized enterprise under Article R. 2151-13 of the Public Procurement Code.

Reimbursement of these advance payments shall begin when the amount of the services performed by the contractor reaches or exceeds 65.00% of the purchase order amount. It must be completed by the time that amount reaches 80.00%.

This reimbursement shall be made by deduction from the sums subsequently due to the contractor in the form of instalment payments or balance payments.

In the case of a consortium of economic operators, the advance shall be distributed in proportion to the individualised amount of services provided by each member, and the rate of the advance determined based on each member's company size. Alternatively, the advance shall be paid into the account held by the consortium or agent, which shall then be responsible for distributing it among the consortium members.

An advance payment may be made, at their request, to subcontractors approved for direct payment in accordance with the same provisions as those applicable to the holder of the framework agreement, subject to the specific provisions set out in Articles R. 2191-6, R. 2193-10 and R. 2193-17 to R. 2193-21 of the Public Procurement Code.

8.2 - Financial guarantees for advance payment

No financial guarantee will be requested from the contractor as a prerequisite for advance payment.

9 - Account settlement procedures

9.1 - Instalments and final partial payments

The applicable terms for the settlement of accounts shall be as provided under Article 11 of the CCAG-PI.

For Assignment 1 only, and at the contractor's request, an advance payment may be made two months before the closing date of each call for projects or halfway between the purchase order notification date and the deadline for the call to which the purchase order relates. The advance payment shall relate solely to support hours actually provided up to the date of the contractor's request.

9.2 - Submission of payment requests

Electronic invoices must be submitted, transmitted and received exclusively via the Chorus Pro invoicing portal. The public entity may reject any invoice transmitted outside this portal after first providing a reminder of this obligation and requesting compliance.

The receipt date of an electronically transmitted payment request shall correspond to the notification date of the electronic message informing the buyer that the invoice is available on the invoicing portal (or the timestamp date affixed to the invoice by the State budgetary and accounting information system for invoices transmitted via electronic data interchange, if applicable).

Before the start of any service: Fostering Science shall request that the contractor provide a quotation based on the expected number of applicants per cohort. On the basis of the quotation, which must first be approved by the contracting authority, a UGA purchase order shall be issued for each cohort and each assignment. The contractor must not start work until it has received a UGA purchase order.

For Assignment 1:

- o The purchase order shall be prepared by the UGA at least four months before the deadline for the call, and a support timetable shall be drawn up.
- o The contractor shall submit invoices specifying, for each type of service: the name of each researcher supported, the dates and the number of reviews carried out per proposal; the number of hours spent per proposal and per review; and a brief, reasoned assessment of the progress made on each proposal. This assessment may take place via videoconference with the Fostering Science team.
- o No later than two weeks after the closing date of each call, the contractor shall submit their final invoice.

For Assignment 2:

- o The purchase order shall be prepared by the UGA as soon as the results of the first stage of the assessment are known.
- o At the end of the support programme: an invoice shall be sent detailing the dates and the number of support hours per person completed.

Furthermore, without prejudice to the information required to be included under legislative or regulatory provisions, electronic invoices sent by the contractor and any subcontractor(s) approved for direct payment must include the following:

1. The invoice issue date;
2. The names of the invoice issuer and recipient;
3. A numerical identifier based on a continuous chronological sequence established by the invoice issuer, with numbering ascertainable under said conditions based on one or more series;
4. For purchase order-based contracts, the purchase order number, or, in other cases, the contract reference information or the undertaking number assigned by the invoice recipient's financial and accounting information system;
5. The name of the payer, and for public entities the identification code of the department responsible for the payment;
6. The last date on which the services were provided;
7. The call relating to the cohort of researchers and the reference number of the final written assignment report;
8. The unit hourly rate excluding VAT for the services, or a fixed price for services that do not fully correspond to the unit price schedules;
9. The total amount of the invoice, the total amount before tax, and the amount of tax payable, as well as the distribution of these amounts by value added tax rate, or the applicability of a tax exemption where appropriate;

10. Identification, where applicable, of the invoice issuer's tax agent;
11. The terms of payment, where applicable;
12. Information relating to deductions or additional payments, where applicable.

Invoices must also include the identification numbers of the invoice issuer and recipient for each business concerned, or otherwise for each person, in accordance with Article R. 123-221 of the Commercial Code.

The following information must be included on electronic invoices submitted via CHORUS PRO:

1. Identification number of invoice recipient
SIRET number of Université Grenoble Alpes: 130 026 081 00013
2. Service code: No service code should be entered.

9.3 - General payment deadline

Amounts due to the contractor(s) shall be paid within a general deadline of 30 days after the date on which payment requests are received.

In the case of late payment, the contractor shall be entitled to late payment interest, and to a fixed compensation of €40 for collection costs. The applicable rate of late payment interest shall be the interest rate applied by the European Central Bank for its most recent main refinancing operations as of the first day of the first half of the calendar year during which said late payment interest begins to accrue, increased by eight percentage points.

9.4 - Payment of joint contractors

In the case of a jointly liable consortium, each member of the consortium shall directly receive the amounts corresponding to the services it has performed. In the case of a joint and several consortium, payment shall be made to a single account opened in the name of the representative, unless otherwise stipulated in the deed of undertaking.

The other provisions set forth under Article 12.1 of the CCAG-PI relating to joint contracting shall apply.

9.5 - Payment of subcontractors

The subcontractor shall submit its payment request, made out to the contracting authority, in accordance with Articles L. 2193-10 to L. 2193-14 and R. 2193-10 to R. 2193-16 of the Public Procurement Code. In accordance with the regulations, if the contractor does not approve the payment request within 15 days, it is deemed to have been approved.

10 - Conditions for the performance of services

Services rendered must comply with the stipulations of the contract (the applicable standards and technical specifications shall be those applicable on the contract date). The framework agreement is carried out by means of purchase orders, the performance deadline for which begins on the order notification date.

Notification via buyer profile

Notice of a decision, comment or piece of information causing a deadline to run may be given via the buyer profile, in accordance with the provisions of Article 3.1 of the CCAG-PI.

10.1 - Submission of deliverables

The deliverables shall be submitted by the contractor in accordance with the following conditions:

- For Assignment 1

Document	Submission deadline
Written feedback from the expert to each researcher regarding their proposal, which must include comments and explanations.	No later than one week from the date the researcher

	submits the proposal to the expert.
Final written assignment report on the current status of support for the entire cohort of researchers. This report must include the names of the researchers who received support and the number of reviews carried out per section of the proposal.	No later than two weeks after the closing date of each call.

- **For Assignment 2**

Document	Submission deadline
A confidential report to the Director of Fostering Science on the progress of the support programme	No later than one week after the first meeting between the researcher and the expert.
A final written assignment report, which must be confidential, setting out the current status of the support provided to each of the researchers who have progressed to stage 2 of the assessment. The report must include the names of the researchers who received support, the number of interviews conducted per researcher, and the expert's assessment of the support provided. The aim of this report is to learn from this experience and optimise the process.	No later than two weeks after the end of the support programme.

10.2 - Individuals responsible for delivering the services

10.2.1 Contract Manager

Fostering Science prefers to have a single, designated point of contact acting as the Contract Manager, who shall be responsible for ensuring the proper performance of the services and compliance with the contractual obligations relating to this contract. Throughout the term of the contract, the Contract Manager shall be responsible for coordinating all services falling within the scope of the contract.

The Contract Manager, whose name and contact details shall be set out in the contractor's bid, must have expertise in the ERC programme (see also Article 6 of the CCTP).

The Contract Manager may be an expert assigned to delivering the services under the contract.

10.2.2 Expert(s)

The services must be delivered by the expert or members of the team of experts whose profiles were provided by the contractor in their bid.

The contractor shall ensure that an expert named in its bid is assigned to deliver the services. Upon acceptance of the service, the contractor shall provide the contracting authority with the name of the expert assigned to deliver the service, together with their contact details, to ensure compliance with Article 5 of the CCTP.

10.3 - Procedure for replacing a specifically named person

The proper performance of the services depends essentially on the individuals specifically named by the contractor. For this reason, the contractor shall assign the individuals specified in its bid to deliver the services. The contractor is obliged to keep in place the technical and human resources described in its bid to ensure the performance of the services throughout the term of the contract.

In the event that any of the persons named in the bid are no longer able to fulfil their duties, and are therefore unable to perform the services covered by the contract (particularly in the event of resignation), the contractor must notify Fostering Science immediately, and in any event as soon as reasonably possible, and take all necessary steps to ensure that the proper performance of the services is not compromised.

As such, and as an exception to Article 3.4.3 of the CCAG-PI, the contractor must appoint a replacement with an equivalent profile (see Article 5 of the CCTP) and provide Fostering Science with the replacement's name and qualifications within **seven calendar days** of the date on which the notification referred to in the preceding paragraph was sent. The CV (references, work experience, etc.) of the proposed replacement must accompany this written submission.

The replacement proposed by the contractor shall be deemed to have been accepted unless Fostering Science objects to it within five calendar days of the contractor's submission.

If Fostering Science rejects the replacement, the contractor has seven calendar days to appoint another replacement and inform the contracting authority.

No delay may be justified on the grounds of rejection of a replacement: the penalties for delay set out in Article 16 of these CCAP may be applied in the event of failure to meet the contractual deadlines.

Furthermore, in the specific case where the expert supporting a researcher with Assignment 1 is no longer able to continue supporting that same researcher for Assignment 2 (see Article 3.2 of the CCTP), the contractor must notify Fostering Science immediately, and in any event as soon as reasonably possible, and take all necessary steps to ensure that the proper performance of the services is not compromised.

As such, and as an exception to Article 3.4.3 of the CCAG-PI, the contractor must appoint a replacement with an equivalent profile (see Article 5 of the CCTP) and provide Fostering Science with the replacement's name and qualifications within **five calendar days** of the date on which the notification referred to in the preceding paragraph was sent. The CV (references, work experience, etc.) of the proposed replacement must accompany this written submission.

The replacement proposed by the contractor shall be deemed to have been accepted unless Fostering Science objects to it within two calendar days of the contractor's submission.

If Fostering Science rejects the replacement, the contractor has five calendar days to appoint another replacement and inform the contracting authority.

10.4 - Consultation meetings

10.4.1 - Contract kick-off meeting

Within one month of the contract award notification date, a contract kick-off meeting shall take place between Fostering Science and the contractor. Representatives from Fostering Science shall attend this meeting, along with the Contract Manager and the expert(s) assigned to deliver the services.

No additional remuneration shall be payable for this meeting.

10.4.2 - Kick-off meetings for cohorts linked to ERC calls

For each cohort linked to an ERC call (see the table in Article 2 of the CCTP), a kick-off meeting shall be held between Fostering Science and the contractor. This meeting shall take place no later than four months before the deadline for the ERC call. Representatives from Fostering Science shall attend this meeting, along with the Contract Manager and the expert(s) assigned to deliver the services.

The purpose of these meetings shall be:

- to provide experts with information on the profile of the researchers requiring support and their needs;
- to draw up and sign a support timetable in advance of each service provided for each cohort, as agreed between the contractor and Fostering Science.

No additional remuneration shall be payable for this meeting.

10.4.3 - Follow-up meeting

In the event that a problem is identified between an expert and the researcher they are supporting, Fostering Science reserves the right to organise a follow-up meeting with the expert in question and/or the Contract Manager. No additional remuneration shall be payable for this meeting.

11 - Sustainable development

The conditions for the performance of services include environmental considerations that take account of sustainable development goals as follows:

All communications and correspondence shall be conducted electronically, unless the contracting authority expressly requests otherwise.

The framework agreement is subject to a “zero paper” requirement: all written correspondence and deliverables must be handled entirely electronically.

12 - Confirmation of performance of services

12.1 - Verification procedures

Checks shall be carried out within a maximum of 30 calendar days from receipt of each deliverable, as stipulated in Article 10.1 of this document (see also Articles 3.1 and 3.2 of the CCTP), in accordance with Articles 28 and 29 of the CCAG-PI (with the exception of the deadline).

As an exception to Article 28.5 of the CCAG-PI, the contractor shall not be present during verification of the deliverables and shall not be informed of the dates and times of such checks.

12.2 - Post-verification decision

Once the verification procedures have been completed, the contracting authority shall make its decision in accordance with the conditions set out in Article 29 of the CCAG-PI, with the exception of the deadline, which is a maximum of 30 calendar days.

As specified in Article 6.1 of this document, the maximum total price for a service is calculated by applying one of the fixed prices set out in the price schedule. This price will be adjusted and may be reduced if the support provided is less than that set out in the programme. Where applicable, the hourly rate will be applied up to the limit set out in the unit price schedule, multiplied by the number of hours worked on a pro rata basis.

13 - Industrial and intellectual property rights

As an exception to Article 35 of the CCAG-PI, the outcomes achieved under the framework agreement shall be transferred exclusively to the contracting authority.

14 - Protection of personal data

In accordance with Article 5.2 of the CCAG-PI, each party to the contract is required to comply with the rules on the protection of personal data to which it has access for the purposes of performing the contract. These rules are set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, hereinafter referred to as the European Union General Data Protection Regulation (GDPR).

The contracting authority, in accordance with the terminology used in the aforementioned GDPR, shall be the *data controller*. The contractor, for its part, shall be designated as a *data processor*.

Prior to contract award notification, the contractor shall provide the contracting authority with the contact details of its data protection officer and, where applicable, those of its sub-processors.

14.1 - Description of the processing of personal data

The data processor is authorised to process, on behalf of the data controller, the personal data necessary to provide the services covered by the contract.

Categories of personal data that may be processed in connection with the contract (non-exhaustive list):

- Identification details (last names, first names and contact details of the researchers receiving support)
- Research topics and proposals from researchers

The types of operations carried out on the data are as follows: *storage, use, deletion*.

14.2 - Obligations of the data processor

The data processor undertakes to:

- process data solely for the purposes of the processing
- process data in accordance with the instructions of the data controller
- ensure the confidentiality of personal data processed under this contract
- ensure that persons authorised to process personal data undertake to maintain confidentiality or are subject to an appropriate legal obligation of confidentiality, receive the necessary training in the protection of personal data, and, with regard to the tools, products, applications or services it uses, apply the principles of data protection by design and data protection by default.

If the data processor considers that an instruction constitutes a breach of the EU GDPR, other EU laws or the data protection laws of EU member states, it shall immediately inform the data controller. Furthermore, if the data processor is required to transfer data to a third country or to an international organisation, it must inform the data controller prior to the processing, unless the relevant law prohibits such notification on grounds of substantial public interest.

14.2.1 - Authorisation to appoint another service provider

The data processor may engage another service provider, referred to as a *sub-processor*, to carry out specific processing activities. In such cases, the data processor shall inform the data controller in advance and in writing of any proposed changes relating to the addition or replacement of other service providers. This information must clearly specify the processing activities concerned, the identity and contact details of the sub-processor, and the dates of the sub-processing agreement. The data controller has a minimum period of 21 days from the date it receives this information to raise any objections. This sub-processing may only take place if the data controller has not raised any objections within the agreed time limit.

The sub-processor is required to comply with the obligations set out in this contract on behalf of, and in accordance with the instructions of, the data controller. It is the responsibility of the data processor to ensure that the sub-processor provides the same adequate safeguards regarding the implementation of appropriate technical and organisational measures. The data processor remains fully liable to the data controller for the performance by the sub-processor of its obligations.

14.2.2 - Data subjects' right to information

It is the responsibility of the data controller to provide information to data subjects at the time their data is collected.

14.2.3 - Exercise of data subjects' rights

The data processor shall assist the data controller in fulfilling its obligation to respond to requests from data subjects to exercise their rights: the right of access, rectification, erasure and objection, the right to restriction of processing, the right to data portability, and the right not to be subject to an automated individual decision (including profiling).

Where data subjects submit requests to the data processor to exercise their rights, the data processor must forward these requests by email upon receipt to: dpo@univ-grenoble-alpes.fr

14.2.4 - Notification of personal data breaches

The data processor shall notify the data controller of any personal data breach within a maximum of 48 hours of becoming aware of it, by sending an email to: dpo@univ-grenoble-alpes.fr

This notification shall be accompanied by any relevant documentation to enable the data controller, where necessary, to report the breach to the competent supervisory authority.

The notification shall contain at least:

- a description of the nature of the personal data breach (categories and approximate number of data subjects and data records affected by the breach);
- the name and contact details of the data protection officer or another point of contact;
- a description of the likely consequences of the personal data breach;
- a description of the measures that the data controller has taken or proposes to take to address the personal data breach, including, where appropriate, measures to mitigate any adverse consequences.

If, and to the extent that, it is not possible to provide all this information at the same time, the information may be provided in batches without undue delay.

Subject to the consent of the data controller, the data processor shall, in the name and on behalf of the data controller, notify affected data subjects of the personal data breach as soon as possible, whenever such a breach is liable to result in a high risk to the rights and freedoms of the natural persons in question.

The communication to the data subjects shall describe, in clear and simple terms, the nature of the personal data breach and shall contain at least the same information as the notification referred to above.

14.2.5 - Assistance from the data processor in ensuring that the data controller complies with its obligations

The data processor shall assist the data controller in carrying out data protection impact assessments and in consulting the supervisory authority in advance.

14.2.6 - Personal data security measures

The data processor undertakes to take all measures required under Article 32 of the GDPR with regard to the security of processing. The Parties acknowledge that they ensure a level of security appropriate to the risks to the rights and freedoms of natural persons posed by the processing, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of such processing;

As such, the data processor undertakes to implement appropriate organisational and technical security measures to safeguard the security and integrity of personal data and to protect it against any distortion, alteration, accidental or unlawful destruction, damage, loss, unauthorised disclosure or access by third parties, as described in the sub-paragraphs below.

- **Organisational security measures**

The data processor undertakes to implement, as a minimum, the following organisational security measures:

- Existence of an appropriate policy on individual authorisations and security measures to restrict access to personal data solely to those persons with a legitimate need to know;
- Introduction of a confidentiality undertaking to ensure that persons authorised to process personal data are subject to a duty of confidentiality, on the understanding that this duty may be incorporated into the relevant person's employment contract;

- Development of measures restricting access to personal data to ensure that persons authorised to use the personal data processing system can only access the personal data to which they are authorised to have access, in accordance with their access rights, and that, in the context of processing and post-storage use, personal data cannot be read, copied, modified or deleted without authorisation;
 - Implementation of measures to prevent the transfer of personal data to any unauthorised person or entity;
 - Implementation of staff awareness-raising campaigns on data security and confidentiality, in particular through internal procedures, policies, confidentiality agreements, etc.
- **Technical security measures**

As a general rule, data processors are strictly prohibited from transmitting personal data unless the communication channel is secure or the personal data is encrypted. Furthermore, the data processor undertakes to ensure that the technical security measures put in place meet, as a minimum, the following requirements:

- Implementation of tools to ensure that personal data cannot be read, copied, modified or deleted without authorisation while being transferred electronically, transported or stored, and that the entities receiving any transfer of personal data via the facilities used for data transfer can be identified and verified;
- Implementation of controls to ensure that personal data is protected against accidental destruction or loss;
- Implementation of measures to ensure that personal data processed under this agreement can be processed separately from the personal data of its other customers by using logical separations;
- Secure authentication measures for access to its equipment;
- Logging of user activities, anomalies and security-related events;
- Physical security measures for the premises, the internal network, hardware, servers and applications.

The data processor also undertakes to:

- Put in place measures to ensure that personal data can be restored and accessed within a reasonable timeframe in the event of a physical or technical incident;
- Implement a procedure to regularly test, analyse and assess the effectiveness of technical and organisational measures to ensure the security of processing.

14.2.7 - Data retention period and procedures

The data retention period and procedures are as follows: once the service has been provided, the service provider must not retain any personal data other than data required for invoicing purposes.

14.2.8 - Data disposal

At the end of each assignment, the data processor undertakes to permanently delete all documents (and any existing copies) received from Fostering Science and from the researchers. It also undertakes to delete all personal data and any existing copies, and to provide a certificate confirming the destruction of the aforementioned data.

14.2.9 - Data Protection Officer

The data processor shall provide the data controller with the name and contact details of its Data Protection Officer, if it has appointed one in accordance with the EU GDPR.

14.2.10 - Register of categories of processing activities

The data processor must keep a written record of all categories of processing activities carried out on behalf of the data controller, including in particular:

- the name and contact details of the data controller on whose behalf the data processor is acting, any other service providers and, where applicable, the data protection officer;
- the categories of processing carried out on behalf of the data controller;
- where applicable, transfers of personal data to a third country or an international organisation, including information identifying that third country or international organisation and, where applicable, documentation demonstrating the existence of appropriate safeguards;
- a general description of the technical and organisational security measures, including, as appropriate:
- the pseudonymisation and encryption of personal data;
- measures to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- measures to ensure that personal data can be restored and accessed within a reasonable timeframe in the event of a physical or technical incident;
- a procedure designed to regularly test, analyse and assess the effectiveness of technical and organisational measures to ensure the security of processing.

14.2.11 - Documentation

The data processor shall make available to the data controller the documentation necessary to demonstrate compliance with all its obligations and to enable the data controller or another auditor appointed by the data controller to carry out audits, including inspections, and shall cooperate with such audits.

14.3 - Obligations of the data controller

The data controller undertakes to:

- provide the data processor with the data referred to in the article entitled *Description of the processing of personal data*;
- document in writing any instructions relating to the processing of data by the data processor;
- ensure, both prior to and throughout the duration of the processing, that the data processor complies with the obligations laid down in the EU GDPR;
- supervise data processing, including carrying out audits and inspections at the data processor's premises;
- ensure that requests to exercise data subjects' rights are handled correctly and that responses are provided within the statutory time limits.

14.4 - Responsibilities

Under Article 82 of the GDPR, the data processor is liable for any damage caused by the processing where:

- it has failed to comply with the obligations laid down in the GDPR that specifically apply to data processors; or
- it has acted outside the lawful instructions of the **data controller**; or
- it has acted contrary to the lawful instructions of the **data controller**.
- as such, the data processor is bound by an obligation to achieve a specific result in respect of:
 - the support and assistance it is required to provide to the **data controller**;
 - its response in the event of a security breach;
 - its obligations under the **data controller's** right to audit;
 - the assistance it is required to provide in the event of an inspection by the CNIL.

Where one of the Parties is individually liable for damage resulting from processing, that Party shall be held individually liable for such damage in its entirety, in order to ensure that data subjects receive effective redress.

Where the Parties are jointly liable for damage caused by the processing, they shall also be jointly and severally liable for the damage in its entirety, in order to ensure that data subjects receive effective redress.

No limitation of liability or cap on compensation shall apply in respect of compensation for damages suffered by data subjects. In the event that the data controller is ordered to pay an administrative fine or is subject to any other decision causing it financial loss, the data processor undertakes to compensate the data controller for the full amount of the fines or financial losses incurred.

15 - Social clause : combating discrimination and promoting equality

In the course of performing this contract, the contractor undertakes to take all necessary measures to contribute to combating discrimination and promoting gender equality amongst staff assigned to this contract.

To this end, the contractor is encouraged, in particular, to:

- train and raise awareness amongst staff assigned to the contract regarding the fight against discrimination and the prevention of gender-based and sexual violence;
- encourage and facilitate access to training enabling staff to progress to more skilled roles;
- promote a better work-life balance (flexible working hours, part-time work, remote working, etc., according to individual needs).

At the purchaser's request, the contractor shall provide all information necessary for the monitoring and evaluation of the measures implemented (such as: action plan, training certificates, working time records, etc.).

In the event of failure to provide the requested information or failure to comply with its commitments, the contractor shall be liable to the penalties set out in Article 16.3 of the Special Conditions of Contract (CCAP).

16 - Penalties

16.1 - Late Penalties

As an exception to Article 14.1.1 of the CCAG-PI, where the contractual deadline for the delivery of the services provided for in Article 10.1 of this document is exceeded due to the contractor's fault, the contractor shall be liable for a penalty of €50 per day of delay, without prior notice.

As an exception to Article 14.1.3 of the CCAG-PI, no exemption from the application of late payment penalties is provided for.

As an exception to the provisions of Article 14.1.2 of the CCAG-PI, the total amount of late payment penalties is capped at 20% of the purchase order value.

16.2 - Penalty for failure to replace an individual assigned to deliver the services

In the event that one or more individuals assigned to deliver the services are not replaced in accordance with the conditions set out in Article 10.3 of these CCAP, the contracting authority may, after an unsuccessful formal notice, impose a penalty of €200 per calendar day of delay on the contractor.

16.3 - Penalty for failure to comply with the social clause

Should the contractor fail to submit details of the measures implemented and the associated evidence within the time limit set by the contracting authority in its request, the contractor may be subject to a penalty of €100.

16.4 - Penalty for undeclared work

If the holder of the framework agreement fails to comply with the formalities laid down in the Labour Code regarding undeclared work arising from the concealment of business activities or salaried employment, the

contracting authority shall impose a penalty equivalent to 5.00% of the total value (including VAT) of the framework agreement.

However, the amount of this penalty may not exceed the amount of the fines laid down as criminal sanctions by the Labour Code in relation to undeclared work.

In accordance with the provisions of Article 9 of the CCAG-PI, every contractor (including the principal contractor and co-contractors) must, within 15 days of contract award notification and before work commences, provide evidence that they hold insurance policies, in the form of certificates showing the extent of the liability covered.

17 - Review clause

A procedure to review the conditions for the performance of the framework agreement may be conducted pursuant to Articles L. 2194-1(1) and R. 2194-1 of the Public Procurement Code. Any amendment to the conditions of performance agreed following this review procedure shall be the subject of an amendment to this framework agreement.

This procedure applies where the substance of the amendments was not initially provided for in the framework agreement, and shall apply throughout the duration of its performance.

This clause does not imply an established right to a review of the conditions of performance. Where applicable, the contractor must, in particular, provide all the supporting documents required to examine the request. The contracting authority may also carry out a check on the information provided by the contractor.

If the parties agree to the principle and the conditions for carrying out the review, it shall apply regardless of the extent of the changes it entails.

The initiative to request a review lies with both parties, and the review procedure shall in no circumstances interrupt the performance of the services.

The request must be sent by any physical or electronic means that allows the date of receipt to be determined with certainty.

From the date of receipt of the request, the receiving party has 15 days to decide on the conditions for the review. If no agreement has been reached within this period, it is agreed that the contracting authority's position shall be adopted by default; this provision shall not be construed as a waiver of the contractor's right to appeal.

This framework agreement covers services relating to the scientific editing of research proposals for applicants to ERC calls for projects. Funding from Horizon Europe and the ERC has been secured for seven years, from 2021 to 2027. However, during the term of this framework agreement, a new framework programme for research and innovation funding is expected to be set up for the period from 2028 to 2035. Insofar as a new European framework programme for research funding is likely to come into force and amend the rules, procedures, funding instruments, evaluation criteria and the procedures for submitting, selecting or monitoring ERC projects, the contracting authority reserves the right to amend the content of the services to bring them into line with this new regulatory and operational framework.

This review clause may, in particular, lead to:

- adjustments to Assignments 1 and 2 relating to the provision of advice and support for researchers;
- changes to the expected deliverables;
- changes to the procedures for assisting with the preparation, submission or monitoring of projects;
- the inclusion of new schemes, calls for projects or funding instruments under the framework programme applicable from 2028;

These amendments must remain directly linked to the purpose of the framework agreement and to assignments relating to the scientific editing of research proposals for applicants to ERC calls for projects.

Any amendment implemented under this clause shall be subject to an express decision by the contracting authority and, where applicable, the signing of an amendment to the contract.

18 - Contract termination

18.1 - Conditions for terminating the framework agreement

The conditions for terminating the framework agreement are defined in Articles 27 and 36 to 42 of the CCAG-PI.

Furthermore, the framework agreement may be terminated in the following cases:

- Failure by the contractor to comply with the NDA to which it is bound;
- Failure to comply with the conditions set out in the contractual clauses, in particular those relating to the “conditions for the performance of the services” set out in Article 10 of this document;
- In the event of a substantiated complaint from a researcher regarding a breach of professional ethics or any other serious issue brought to the attention of the Fostering Science team.

As an exception to Article 40 of the CCAG-PI, in the case of termination of the contract by the contracting authority on grounds of public interest, the contractor shall receive no compensation, except for such costs and investments as it may have incurred for the contract and strictly as necessary for its performance thereof.

In the case of any inaccuracy in the documents and information mentioned in Articles R. 2143-3 and R. 2143-6 to R. 2143-10 of the Public Procurement Code, or refusal to produce the documents required under Articles R. 1263-12, D. 8222-5 or D. 8222-7 or D. 8254-2 to D. 8254-5 of the Labour Code in accordance with Article R. 2143-8 of the Public Procurement Code, the contract shall be terminated for contractor default.

18.2 - Court-ordered receivership or liquidation

The holder of the framework agreement shall immediately notify the contracting authority of the issuance of any judgment ordering its receivership or liquidation. The same shall apply for any judgment or decision likely to impact performance of the framework agreement.

The contracting authority shall send formal notice to the administrator or liquidator asking whether it intends to demand performance of the framework agreement. In the event of court-ordered receivership, this formal notice shall be sent to the contractor where a simplified procedure without an administrator has been instituted if, in application of Article L. 627-2 of the Commercial Code, the supervising judge has expressly authorised the contractor to exercise the possibilities afforded by Article L. 622-13 of the Commercial Code.

If a negative response is received, or if no response is received within one month after formal notice is sent, the framework agreement shall be terminated. This one-month period may be extended or shortened if, before the expiry of that period, the supervising judge has granted the administrator or liquidator an extension, or set a shorter time limit.

Termination shall take effect on the date of the decision of the administrator, liquidator or contractor to desist from continuing the performance of the framework agreement, or upon the expiry of the one-month period referred to above. It shall not entitle the contractor to any compensation.

19 - Resolution of disputes, language

The Administrative Court of Grenoble shall have sole jurisdiction in case of dispute.

All payment requests must be written entirely in French or English.

20 - Exceptions

- Article 2 of the CCAP constitutes an exception to Article 4.1 of the CCAG - Intellectual Services

- Article 10.3 of the CCAP constitutes an exception to Article 3.4.3 of the CCAG - Intellectual Services
- Article 11 of the CCAP constitutes an exception to Article 16.2 of the CCAG - Intellectual Services
- Article 12.1 of the CCAP constitutes an exception to Article 28.2 of the CCAG - Intellectual Services
- Article 12.1 of the CCAP constitutes an exception to Article 28.5 of the CCAG - Intellectual Services
- Article 12.2 of the CCAP constitutes an exception to Article 29 of the CCAG - Intellectual Services
- Article 13 of the CCAP constitutes an exception to Article 35 of the CCAG - Intellectual Services
- Article 16.1 of the CCAP constitutes an exception to Article 14.1.1 of the CCAG - Intellectual Services
- Article 16.1 of the CCAP constitutes an exception to Article 14.1.2 of the CCAG - Intellectual Services
- Article 16.1 of the CCAP constitutes an exception to Article 14.1.3 of the CCAG - Intellectual Services
- Article 18 of the CCAP constitutes an exception to Article 40 of the CCAG - Intellectual Services