DRAFT CONTRACT PN-B26-02357-AA
[For information only]

BETWEEN

LE COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES,
a public scientific, technical and industrial research institution,
whose registered office is located at Bâtiment Le Ponant D - 25 rue Leblanc, Paris 15th District, registered with the Trade Register of Paris under number R.C.S PARIS B 775 685 019
represented by Mr Simon PERRAUD, in her capacity as a chief of the department DEHT of the Institute LITEN

hereinafter referred to as "**CEA**"

on the one hand,

AND

The Company _____,
whose registered office is located at _____,
registered in the Trade and Companies Register of ____ under the number R.C.S. ____,
represented by Mr _____, acting in his capacity as _____,

hereinafter referred to as "**the Contractor**"

on the other hand,

(To be complete by the contractor)

It is jointly stated and agreed as follows:

[For information only]

For information only

CONTENTS

ARTICLE 1 - PURPOSE 3
ARTICLE 2 - CONTRACTUAL DOCUMENTS 3
ARTICLE 3 - CONTACTS 4
3.1 – CEA contacts 4
3.2 –CEA Grenoble International freight forwarder contacts 4
ARTICLE 4 - INSPECTION AT THE MANUFACTURING SITE 4
ARTICLE 5 - DELIVERY SCHEDULE 5
ARTICLE 6 - PACKAGING - TRANSPORT - DELIVERY 5
ARTICLE 7 - DOCUMENTS TO BE HANDED OVER ON DELIVERY 6
ARTICLE 8 - ASSEMBLY/FITTING - TESTING - COMMISSIONING 6
ARTICLE 9 - ACCEPTANCE 6
ARTICLE 10 - TRAINING 6
ARTICLE 11 - – WARRANTY 7
(To be complete by the contractor) 7
ARTICLE 12 - MAINTAINABILITY 7
ARTICLE 13 - PRICE 8
ARTICLE 14 - PENALTIES 8
ARTICLE 15 - INVOICING CONDITIONS 8
ARTICLE 16 - INVOICES – PAYMENTS 9
ARTICLE 17 - TAX SYSTEM [to be deleted if the Contract is outside France] 10
ARTICLE 18 - COMPLIANCE BY THE CONTRACT HOLDER WITH TAX AND SOCIAL/WELFARE LEGISLATION 11
ARTICLE 19 - APPLICABLE LAW 11
ARTICLE 20 - – TERM AND EXECUTION OF THE CONTRACT 12

For information only

ARTICLE 1 - PURPOSE

The purpose hereof is to set the conditions under which CEA entrusts the Contractor with the following duties, under this contract accepted by the Contractor, **supply of a stacking machine for battery electrodes** hereinafter referred to as "the Equipment".

The purpose includes **mandatory type of options***:

- Option 1: All tooling required to perform stacking according to Format 2

The purpose includes also **Non-mandatory type of options***:

- Option 2: A laser cutting module for lithium metal;
- Option 3: A separator layer removal system for the three stores;
- Option 4: One-year extended warranty, including preventive maintenance services recommended by the manufacturer;
- Option 5: Shipping costs, including insurance, under DAP CEA Grenoble terms (ICC Incoterms 2020).

The CEA raise up the above option, if necessary, at the signature of the contract.

The contractor can't pretend at the payment of a compensation if options are not raise up.

**To be finalized at contract signing*

ARTICLE 2 - CONTRACTUAL DOCUMENTS

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

- the Safety recommendations and their appendices (corresponding reference documents);
- the consultation file referred to as **PN-B26-02357-AA**, which is an integral part of the specifications referred to as **2026-03** dated on **September 10, 2026**;
- the rules applicable to External Companies in terms of discipline, health and safety at work on the CEA site in question;
- CEA's General Purchasing Conditions (Conditions Générales d'Achat - CGA) (issue of January 2022);
- standards, *DTUs – documents techniques unifiés* (unified technical documents or professional practices);
- the Contractor's proposal, with reference number _____ dated _____, as a complement.

(to be complete by the contractor)

The Contractor hereby acknowledges and accepts the aforementioned documents.
The Contractor's general sales conditions, excluding those resulting from mandatory legal provisions, are not binding, whatever their form.

For information only

ARTICLE 3 - CONTACTS

3.1 – CEA contacts

Technical contact :
LE COMTE Annaïg LITEN/DEHT/STB/L2PC Tél : 04.38.78.09.99
E-mail : annaig.lecomte@cea.fr

Commercial contacts
Anthony ANDRÉ - Service des Marchés et Achats Tél : 06.58.19.15.48
E-mail : anthony.andre@cea.fr

Anne MANGIN – Service des Marchés et Achats Tél : 06.71.99.38.40.
Email : anne.mangin@cea.fr

Supplier accountancy: Tél : +33(0)1 69 08 47 50
Email : S3C_GRE@cea.fr
RELANCES@cea.fr

3.2 –CEA Grenoble International freight forwarder contacts [for foreign suppliers outside the European Union]

For customs clearance procedures, the Cardholder must contact:
BBL CARGO

Adresse :
Fret Vite P/C BBL Cargo
125 Route du Ruisset
38360 Noyarey - FRANCE

Vos correspondants : bblcargocea@bbl-cargo.com

Tel : +33 7 61 82 16 80

3.3 Contractor contacts

Technical contact :

[redacted] Tel: [redacted]
Email: [redacted]

Commercial contact :

[redacted] Tel : [redacted]
Email: [redacted]

(To be complete by the contractor)

ARTICLE 4 - INSPECTION AT THE MANUFACTURING SITE

The inspection is conducted in the presence of the CEA's technical manager or a duly qualified representative, who must be notified at least fifteen days in advance by the Licensee, in writing (via email), of the Equipment's availability.

This inspection results in the preparation of a report drafted by the CEA and signed by both parties.

The inspection conducted by the CEA in no way relieves the Licensee of its responsibility regarding the quality and compliance of the equipment with all applicable

For information only

regulations, particularly those concerning occupational health and safety, the obligation to provide the corresponding certificates, and, more generally, its responsibility under the terms of the contract.

The Contractor may not ship the Equipment until all reservations mentioned in the report have been resolved or until the CEA has given its explicit approval.

ARTICLE 5 - DELIVERY SCHEDULE

T0 being the date of notification of the present contract,
T1 is the date of the equipment delivery on the Grenoble site,
The Contractor must respect the following deadlines :

- Inspection at the Equipment's manufacturing site: T0 + _____ months
- Provision of Appendix 2 in CEA format, and preliminary drawings showing maintenance zones in .dxf or .dwg format, corresponding to the planned configuration of the Equipment: T0
- Provision of Appendix 2 in CEA format, and final versions of the drawings showing maintenance areas in .dxf or .dwg format, corresponding to the final configuration of the Equipment: T0 + 2 months
- Delivery of the Equipment: T0 + _____ months, **if Incoterm FCA**
- Delivery of the Equipment: T0 + _____ months, **if Incoterm DAP**
- Completion of on-site installation, commissioning, and testing: T1 + _____ months
- Acceptance of the Equipment following the satisfactory completion of the tests defined in the specifications: T1 + _____ months.

(To be complete by the contractor)

ARTICLE 6 - PACKAGING - TRANSPORT - DELIVERY

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

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

The "Incoterm" selected is FCA (FACTORY - COUNTRY) (According to the ICC Incoterms 2020 rules).
The contractor shall notify the CEA of the location where the Equipment os to be picked up, free of any handling restrictions.
The transfer of risk occurs upon the Equipment being made available.

(To be complete by the contractor)

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

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

The "Incoterm" selected is DAP CEA Grenoble (According to the ICC Incoterms 2020 rules).
The transfer of risk occurs at the delivery.

**To be finalised in the final order*

For information only

Deliveries shall be made only from Monday to Friday from 8:30 a.m. to 12 noon, and from 1:30 p.m. to 4 p.m. All deliveries should be made to the CEA's "RECEPTION" ("Deliveries") building on pain of giving rise to significantly late payments.

The address of the reception building is:

CEA GRENOBLE
BATIMENT RECEPTION
17 Rue des Martyrs
38054 GRENOBLE CEDEX 9

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

Low Emissions Zone

The CEA of Grenoble is located in a Low Emissions Zone. For the utility vehicles and the juggernaut, the supplier, his personal and his subcontractor must comply with the current regulations.

ARTICLE 7 - DOCUMENTS TO BE HANDED OVER ON DELIVERY

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

Otherwise, Article 35 of CEA's General Purchasing Conditions shall apply

ARTICLE 8 - ASSEMBLY/FITTING - TESTING - COMMISSIONING

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

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

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

ARTICLE 9 - ACCEPTANCE

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

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

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

ARTICLE 10 - TRAINING

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

- the use of the Equipment for **three (3)** people for ____ days;
- first-level maintenance for **three (3)** people for ____ days;
- advanced maintenance for ___ people for ____ days.

For information only

The Contract Holder undertakes to provide the above-indicated training within a time limit of _____ days as from the date of receipt of the Equipment.

(To be complete by the contractor)

ARTICLE 11 — WARRANTY

The Equipment is guaranteed for ___ **year(s)** (at least one year) as of the date of provisional acceptance for any faulty material, manufacturing defect, or operating defect, pursuant to the technical specifications of the Specifications.

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

During the warranty period, the Contract Holder undertakes to perform repair work at the latest within **fifteen (15) days** after receiving a fax or an email from the CEA requesting assistance. These services shall be provided every day, from Monday to Friday from 8 a.m. to 5 p.m.

It is understood that the sending of an email must be preceded by a telephone conversation with the Licensee's technical manager for the purpose of diagnosis.

The Licensee's personnel responsible for troubleshooting have access to the Equipment, provided that the health and safety provisions described in the CEA's general terms and conditions are complied with and that the work does not cause undue inconvenience to users.

In the event of repairs at the Licensee's premises, the Licensee is responsible for the safekeeping and use of the Equipment, which is the property of the CEA, from the time it is picked up at the CEA site and after the signing of a report issued by the CEA and signed by both Parties.
The risks shall be transferred back to the CEA upon the mutual signing by the Parties of the report confirming the return of the Equipment to the Grenoble site.

The Licensee is responsible for all costs associated with the transportation of the Equipment (round trip).

(To be complete by the contractor)

ARTICLE 12 - MAINTAINABILITY

The Contract Holder undertakes to provide preventive and corrective maintenance for the Equipment after the warranty period for a minimum term of _____ as of final acceptance (**10 years wished**).
The CEA reserves the possibility of entrusting maintenance of the Equipment to the Contract Holder under a subsequent and specific contract specifying the terms of performance (including term).

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

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

(To be complete by the contractor)

For information only

ARTICLE 13 - PRICE

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

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

POST	AMOUNT € HT
Equipment	
Option n°1 (**mandatory option**): All tooling required to perform stacking according to Format 2	
Option n°2 (**non-mandatory option**): A laser cutting module for lithium metal	
Option n°3 (**non-mandatory option**): A separator layer removal system for the three stores	
Option n°4 (**non-mandatory option**): One-year extended warranty, including preventive maintenance services recommended by the manufacturer	
Option n°5 (**non-mandatory option**): Advanced maintenance training for two (2) people	
Option n°6 (**non-mandatory option**): Shipping costs, including insurance, under DAP CEA Grenoble terms (ICC Incoterms 2020)	

**To be finalised in the final order*

(To be complete by the contractor)

For informati

ARTICLE 14 - PENALTIES

13.1-In the event of failure to meet contractual deadlines and time limits, the Contract Holder shall be liable to pay penalties for lateness of **200 euros** per calendar day late.

The penalties applied under this paragraph shall be limited to a ceiling of **10%** of the amount exclusive of VAT of the Contract.

13.2-In addition to the instances described in the above paragraph, whenever the CEA serves formal notice on the Contract Holder to comply with its obligations within a period defined in the notice, and whenever the Contract Holder fails to do so, the CEA shall apply a penalty of **400 euros** per calendar day late.

13.3-The penalties shall be applied as of right and without any obligation to serve prior notice, or to fulfil any other legal or judicial formalities as regards invoicing.
The penalties shall be cumulative, and application thereof shall be independent of any other sanctions prompted by the lateness, and in particular independent of any termination or cancellation of the Contract. Should such termination take place, the penalties shall be applied up to the day on which notice of termination is served.
The penalties shall not exonerate the Contract Holder from liability.

ARTICLE 15 - INVOICING CONDITIONS

The invoices are issued according to the following schedule:

15.1 - Billing for Equipment (basic equipment and optional add-ons)

Invoices for the Equipment—including the basic equipment and associated basic services, as well as options 1, 2, and 3, if selected* are issued according to the following schedule:
*To be finalized in the definitive contract,
depending on the options selected by the CEA upon contract award

- **30%** of the pre-tax amount for the Equipment and any applicable taxes, for the **main supplies** identified as the property of the CEA and subject to inspection, if applicable.
  The Contractor remains liable for this payment until Acceptance is granted.

- **70%** of the pre-tax amount of the Equipment and any applicable taxes **upon Acceptance**, of which 5% constitutes the retention bond, the terms and conditions for the establishment and settlement of which are specified in Articles 15 and 16 below.

It is specified that each invoice must include the previous payment installment already invoiced by the Contractor.

15.2 - Billing for Optional Services Selected

Invoices for optional services selected are issued according to the following schedule:

	Billing Schedule
Option 4* : 1-year warranty extension, including preventive maintenance services recommended by the manufacturer.	**100%** of the pre-tax amount of the warranty extension and applicable taxes as of the **Equipment Acceptance Date**.
Option 5* : The cost of shipping, including insurance, in accordance with DAP CEA Grenoble terms (ICC Incoterms 2020 Convention)	**100%** of the pre-tax shipping cost and any applicable taxes, **upon completion of the corresponding services**.

**To be finalised in the final order*

ARTICLE 16 - INVOICES – PAYMENTS

With a company under foreign law
Invoices are sent in one copy to:

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

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

or with a company under foreign law if the Holder so wishes (Chorus Portal optional).

It is specified that the use of the Chorus portal is optional for companies under foreign law. If the Holder opts for this method of invoicing, this choice is irreversible, for all future invoices and for all contracts concluded with the CEA.

For information only

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

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

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

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

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

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

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

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

ARTICLE 17 - TAX SYSTEM [to be deleted if the Contract is outside France]

The tax regime applicable to this contract is the VAT regime at the rate in effect at the time the taxable event occurs.
Since this involves a supply of goods, VAT will become due no later than the time of transfer of ownership.
Pursuant to Article 269.2-a of the General Tax Code (CGI), as amended by Article 30 of Law No. 2021-1900 of December 30, 2021, advance payments received on or after January 1, 2023, will be subject to VAT.

OR
TAX AND CUSTOMS SYSTEM

17.1 Tax system

The tax regime applicable to this contract is the VAT regime at the rate in effect at the time the taxable event occurs.
Since this involves a supply of goods, VAT will become due no later than the time of transfer of ownership.
Pursuant to Article 269,2-a of the General Tax Code (CGI), as amended by Article 30 of Law No. 2021-1900 of December 30, 2021, advance payments received on or after January 1, 2023, will be subject to VAT.

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

In accordance with the provisions of Article 201 of the same Directive, the importer is liable for VAT at the rate in effect at the time of the chargeable event. The importer shall pay customs duties directly to French Customs and self-assess the import VAT.

For information only

Where applicable, the transportation service will be included in the VAT base amount, pursuant to Article 292 of the General Tax Code. This base amount consists of the value defined by customs legislation, in accordance with Article 71 of the Union Customs Code.

17.2 Customs system

In the context of an international purchase, delivery of the Goods or Deliverables is, by default, DAP—Delivered at Place—Incoterms® ICC 2020. It is the Contractor's responsibility to provide the relevant CEA facility with all necessary information regarding the mode of transport to enable the CEA to properly receive the Supply, including, but not limited to, customs classification and the certificate of origin.

The Contractor agrees to deliver the goods to the CEA after export customs clearance and to be responsible for obtaining any export licenses required for the goods covered by this contract.

The Contractor agrees to indicate on the commercial documents the customs nomenclature number, as well as the origin of the goods and the country of last origin.

The CEA, a public research institution, may be eligible for an exemption from customs duties on scientific instruments and equipment, spare parts, components, accessories, and specialized tools (Regulation (EC) No. 1186/2009), provided that the objective technical characteristics and expected results are exclusively or primarily suited to the conduct of scientific activities and that the imports in question are for non-profit purposes.

Accordingly, the Licensee agrees to provide, in a timely manner, all documents necessary for the CEA to file the application for customs duty exemption.

Failing this, the amount of customs duties unduly paid by the importer shall remain the sole responsibility of the Licensee.

Customs clearance of the goods will be handled by the CEA/Grenoble's authorized customs broker, namely BBL CARGO, located at 125 Route de Ruisser, 38360 NOYAREY, starting from the time the goods are shipped, using the airway bill (LTA) numbers in the case of air transport or a copy of the bill of lading in the case of maritime transport, along with the invoice accompanying the shipment.

ARTICLE 18 - COMPLIANCE BY THE CONTRACT HOLDER WITH TAX AND SOCIAL/WELFARE LEGISLATION

The Holder undertakes to give to CEA :

- At the conclusion of the present contract and every six months from its notification until the end of the execution, the documents required by Article D.8222-5 (if established in France) or Article D.8222-7 (if established abroad) of the Labour Code and, where applicable, the list of names of foreign employees who may be employed (Articles D.8254-2 to D.8254-5 of the Labour Code);
- Attestations and certificates issued by the competent authorities and bodies proving that the applicant has fulfilled his tax and social obligations (Order of 22 March 2019 establishing the list of taxes, contributions or social contributions giving rise to the issue of certificates for the award of public contracts).

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

ARTICLE 19 - INSURANCE

The provisions of Article 38 of the General Terms and Conditions apply in full to this contract.

For information only

ARTICLE 20 -APPLICABLE LAW

It is expressly agreed that the performance of this contract is governed by French law. Any dispute that may arise between the Contractor and the CEA in connection with this contract shall fall within the exclusive jurisdiction of the Administrative Court of Grenoble.

ARTICLE 21 - TERM AND EXECUTION OF THE CONTRACT

The Contractor is requested to return this contract, duly signed.

[For information only]

Executed in Grenoble in one copy,

On the

For the Contract Holder, **For the CEA,**

For information only

APPENDIX N° 1 TO DRAFT CONTRACT PN-B26-02093-ER

SPECIFICATIONS FOR THE DELIVERY OF MACHINES OR ELECTRICAL EQUIPMENT TO CEA/Grenoble

1. PRINCIPLE FOR ON-SITE DISTRIBUTION AT THE CEA/Grenoble

1.1 High Tension Network

Three-phase 15 000 V - 50 Hz
Earthed neutral per spool from neutral point

. From a transformer 225/15 kV P = 80 MVA

. Short-circuit intensity: 7 041 A

. 7 272 kVa condenser battery

1.2 Low Tension Network

Three-phase 400 V from 15 000/400 V posts on 15 kV loop.

Neutral system:

- 2 systems coexist on site — IT – distributed insulated neutral; TN – neutral to ground

NOTE : ***It is up to the supplier to find out from the ordering party the neutral system and the voltage in the building where the equipment will be installed before manufacturing the equipment .***

2. GENERAL PROVISIONS

2.1 Compliance with standards and decree in effect

All equipment must comply with French standards and decrees in effect, particularly the Decree of November 14, 1988 on the protection of workers (neutral protection system, interconnection of metal masses, lack of insulation, protection of workers from masses accidentally made live, protection from direct contact with live parts).

The low voltage wiring shall comply with NFC 15.100 and the enabling decrees

Make especially sure that equipment using high voltage has servo devices with locks and protective caps, draw up instructions for use and qualify personnel working with it.

2.2 Low voltage connection of removable devices (racks, consoles, small equipment...)

The use of scindex wire is prohibited.

All devices must be connected with cables that have built-in protective conductors.

When connectors are used, bare live parts must be inaccessible.

2.3 Insulation

Low voltage circuits shall have insulation greater than 0.5 MΩ under 500 V continuous.

2.4 Risks of Fire

If the dielectric is combustible, it is mandatory to have a safety device that complies with the prescriptions in the Decree of 11.143.88, Article 42.4

For transformers or other machines containing a liquid dielectric, the use of PCB (pyralene) is prohibited.

For information only

3. SPECIAL PROVISIONS

3.1 Cut-off Point

Each installation shall have an electrical cut-off point that is accessible and well marked.

3.2 Information to be supplied

Before manufacture, the builder shall specify the value of the line voltage, the maximum power and if special precautions must be taken in the event of a lack of power or microcut-off.

3.3 Notices and Wiring Diagrams

Machines or equipment must come with an installation plan, wiring diagrams for power and command with settings for the different protective devices conforming to the product, a user notice and a first service notice. These documents shall be in **FRENCH**.

3.4 Pre-commissioning Testing

All installations or equipment will be subject to testing at the initiative of **CEA/Grenoble** by an approved body.

Any irregularity reported will be corrected by the supplier, who cannot claim any kind of compensation.

For information only

Annexe n°2 au projet de marché n°2 PN-B26-02093-ER
DEMANDE D'ACCEPTATION D'UN SOUS-TRAITANT
ou
ACTE SPECIAL MODIFICATIF : DEMANDE D'ACCEPTATION D'UN SOUS-TRAITANT INDICE ….

Remplir IMPERATIVEMENT l'ensemble des informations demandées

1 - MARCHE CONCERNE
(à remplir par le Titulaire du marché ou le soumissionnaire)

TITULAIRE (OU SOUMISSIONNAIRE) :

MARCHE N°:

OBJET : .....

2 - OBJET DE LA DECLARATION DE SOUS-TRAITANCE
(à remplir par le Titulaire du marché ou le soumissionnaire)

La présente déclaration de sous-traitance constitue (rayer les mentions inutiles) :

- Un acte spécial portant acceptation du sous-traitant et agrément de ses conditions de paiement.
- Un acte spécial modificatif ; il annule et remplace la déclaration de sous-traitance et agrément des conditions de paiement du ….

3 - PRESTATIONS SOUS-TRAITEES
(à remplir par le Titulaire du marché ou le soumissionnaire)

NATURE : .....

MONTANT (HORS TAXES) :.....

Si la présente déclaration constitue un acte spécial modificatif, détailler le montant en vigueur précédemment et le montant modifié (ajouté ou déduit)

CONDITIONS DE FACTURATION ET DE REGLEMENT :
(Convenues entre le Titulaire du marché et son sous-traitant)

Le paiement direct du sous-traitant par le CEA est demandé ☐ OUI ☐ NON
Si le paiement direct est demandé les conditions de facturation et de règlement sont :

- conformes au marché signé entre le CEA et le Titulaire du marché ☐OUI
- les suivantes:

.....
.....

4 - RENSEIGNEMENTS SUR LE SOUS-TRAITANT
(à remplir par le sous-traitant)

RAISON SOCIALE : .....

STATUT JURIDIQUE : ..... **CAPITAL SOCIAL** : .....

ADRESSE DU SIEGE SOCIAL : .....

For information only

ADRESSE DE L'ETABLISSEMENT INTERVENANT: .....

.....

TELEPHONE : ..... **TELECOPIE** : .....

N° SIRET : ..... **CODE NAF** : .....

N° INSCRIPTION AU REGISTRE DU COMMERCE ET AU REPERTOIRE DES METIERS : .....

N° DE TVA INTRACOMMUNAUTAIRE : .....

DATE CREATION : ..... **EFFECTIFS PERMANENTS** :

.....

.....

NOMBRE D'ETABLISSEMENTS SECONDAIRES : .....

APPARTENANCE A UN GROUPE : OUI ☐ .....NON ☐

NOM ET QUALITE DES PERSONNES HABILITEES A ENGAGER L'ENTREPRISE :

1 / .....

2 / .....

DOMICILIATIONS BANCAIRES (Compte à créditer en cas de demande de paiement direct) :

- Banque : ..... Agence :
- Adresse : n° : rue, bd., av. :
  BP : .....
  code postal :..... ville : .....
- Compte à créditer : .....

CHIFFRES D'AFFAIRES, RESULTATS DES TROIS DERNIERS EXERCICES :

en K€	**n-3**	**n-2**	**n-1**
Chiffre d'affaires			
Résultat net (+/-)			

CERTIFICATION ISO (type, N° et validité) : .....

AUTRES CERTIFICATIONS (QUALIBAT, AFNOR, CEFRI,...) :

ACCIDENTS DU TRAVAIL DE L'ETABLISSEMENT INTERVENANT AU COURS DES 3 DERNIERES ANNEES :

Taux / Années	**n-3**			**n-2**			**n-1**		
Code APE de l'intervenant : en lien avec le marché [1] _____	CEA[2]	Stat [3]	Stat [4]	CEA[2]	Stat [3]	Stat [4]	CEA[2]	Stat [3]	Stat [4]
Taux de fréquence	3,8			6,4			8,3		

For information only

Taux de gravité	0,07			0,18			0,29		

[1] *: Le numéro de code APE (délivré par l'Insee) figure sur l'attestation des indicateurs des risques professionnels délivrée par la CARSAT à la société intervenant (l'établissement intervenant, le cas échéant) à des fins de tarification et de prévention. Si ce code a changé au cours des trois dernières années, indiquer le code APE pour chaque année.*

[2] *: Statistiques (taux de fréquence et de gravité) des entreprises extérieures travaillant au CEA Grenoble. Ces statistiques seront indiquées au niveau régional pour les grandes entreprises.*

[3] *: Renseigner les statistiques nationales (taux de fréquence et de gravité) correspondantes au numéro de code APE figurant sur la dernière attestation des indicateurs des risques professionnels délivrée par la CARSAT à la société sous-traitante.*

Vous trouverez ces statistiques sur le lien suivant de l'Assurance Maladie :

http://www.risquesprofessionnels.ameli.fr/statistiques-et-analyse/sinistralite-atmp.html

[4] *: Statistiques (taux de fréquence et de gravité) du sous-traitant (l'établissement intervenant).*

5 - DOCUMENTS A PRODUIRE PAR LE SOUS-TRAITANT

(à joindre impérativement à la présente demande dûment remplie)

- La copie du ou des jugements prononcés si la société est en redressement judiciaire,
- Un extrait KBIS ou un document équivalent,
- Les attestations d'assurance civile et professionnelle en cours de validité,
- La dernière attestation des indicateurs des risques professionnels délivrée par la CARSAT à l'établissement intervenant
- les attestations de déclaration et de paiement des impôts, taxes et cotisations sociales permettant de justifier la situation de l'entreprise au 31 décembre de l'année précédente, ou une copie de l'état annuel des certificats reçus. Cette copie devra comporter la mention "copie attestée conforme à l'original" ainsi que la date et la signature d'une personne habilitée à engager l'entreprise ;
- Dans le cas où les résultats « Accidents du travail » du sous-traitant sont supérieurs à ceux du code risque retenu, un commentaire du sous-traitant (3-4 lignes) justifiant ces écarts.

En cas de paiement direct d'un sous-traitant, l'entrepreneur principal doit donner son accord et exercer son contrôle sur les factures et les pièces justificatives.

6 - ATTESTATION DU SOUS-TRAITANT

(à remplir impérativement par une personne habilitée à engager le sous-traitant)

Je soussigné, M. _____, habilité à engager la personnalité morale de la société _____, atteste sur l'honneur que :

- la société n'est pas en état de liquidation judiciaire ou que je suis en état de faillite personnelle,
- je ne tombe pas sous le coup de l'interdiction visée à l'article 50 de la loi n° 52-401 du 14 avril 1952 modifiée par l'article 56 de la loi n° 78-753 du 17 juillet 1978,
- le travail sera réalisé avec des salariés employés régulièrement au regard des articles L3243-1, L3243-2, L3243-4, L1221-10, L1221-13 et L1221-15 du Code du travail et que l'entreprise que je représente ou toute personne ayant agi sous son couvert, présente dans l'entreprise, n'a pas fait l'objet, au cours des cinq dernières années, d'une condamnation inscrite au bulletin n°2 du casier judiciaire pour les infractions visées aux articles L8221-1, L8221-2, L8221-3, L8221-5, L5221-8, L5221-11, L8251-1, L8231-1, L8241-1 et L8241-2 du Code du travail,
- s'il fait appel, pour l'exécution du marché, à des salariés de nationalité étrangère, ces salariés sont ou seront autorisés à exercer une activité professionnelle en France,
- l'ensemble du personnel du sous-traitant intervenant sur le site du CEA sera en mesure de comprendre les consignes de sécurité édictées sur l'établissement CEA (qui sont en français) et, le cas échéant, de se faire comprendre dans les situations d'urgence (en particulier pour alerter les secours).
- les renseignements figurant au chapitre 3 de la présente demande d'acceptation sont exacts.

Fait à :
le *(date) :*

LE SOUS-TRAITANT
Signature

For information only

Nom et qualité du signataire

7– EXEMPLAIRE UNIQUE DU MARCHE DU TITULAIRE

Pour le cas où le Titulaire réalise une cession ou un nantissement de sa créance au titre du marché cité article 1 :

- si la présente déclaration constitue un acte spécial, le Titulaire doit impérativement remplir une des deux conditions ci-après :

- Le titulaire a rendu au CEA l'exemplaire unique qui lui a été délivré en vue d'une cession ou d'un nantissement de créances. Le CEA a modifié la formule d'exemplaire unique du titulaire afin de tenir compte de la présente déclaration de sous-traitance.
- L'exemplaire unique a été remis à l'établissement de crédit et n'a pu être restitué. Toutefois, le titulaire a produit une attestation de l'établissement de crédit justifiant que la cession ou le nantissement de la créance est d'un montant tel que qu'il ne fait pas obstacle au paiement direct de la part sous-traitée, ou qu'il a été réduit de manière à réaliser cette condition.

- si la présente déclaration constitue un acte spécial modificatif :

- Le Titulaire demande la modification de l'exemplaire unique ou du certificat de cessibilité qui est joint à la présente déclaration.
- L'exemplaire unique a été remis à l'établissement de crédit et n'a pu être restitué. Toutefois, le Titulaire produit une attestation de l'établissement de crédit justifiant que la cession ou le nantissement de la créance est d'un montant tel que qu'il ne fait pas obstacle au paiement direct de la part sous-traitée, ou qu'il a été réduit de manière à réaliser cette condition.

8– VISA DU SERVICE ACHAT

Visa du SA :

Nom de l'acheteur : _____

Date : ____ / ____/ 202__

9 – SIGNATURE DES PARTIES

Fait à : _____
_____
le *(date)* : ____ / ____ / 202__
202__

LE TITULAIRE OU LE SOUMISSIONAIRE [1]
Signature
Nom et qualité du signataire

Fait à :

le (*date*) : ____ / ____/

AVIS DU CEA
Avis et signature
Nom et qualité du signataire

Accord ☐
Désaccord ☐

For information only

[1] *Le titulaire du marché avec le CEA s'engage, à la première demande du CEA, à communiquer le ou les contrats de sous-traitance au CEA dès la signature du marché, en application de la loi 75-1334 du 31 décembre 1975.*

****

For information only