COUR DE CASSATION

Special terms and conditions (CCP)

Restricted competition for the design of a model for the creation of a tapestry for the lobby of the Cour de cassation

This contract is govern by French law. In the event of any discrepancy or inconsistency between the French and English versions, the French version shall prevail.

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Preamble

Established by a law of November 27–December[1], 1790, the Tribunal of Cassation, which became the Cour de cassation in 1804, is **the highest court in the French judicial system**.

Located within the Palais de Justice on the Île de la Cité, in the heart of Paris, the capital of France, this institution fulfills an essential mission: to unify and oversee the application and interpretation of laws. Thus, for more than two centuries, the Cour de cassation has guaranteed equal treatment before the courts for all.

Because the decisions it renders—nearly 20,000 per year—establish the fundamental principles of law that structure our society and determine the legal framework for "living together," the high court plays an essential role in the proper functioning of our democracy.

« Il y a, pour toute la République, une Cour de cassation. »
(Article L 411-1 of the Code of Judicial Organization)

The reason there is only one Cour de cassation for the entire Republic is to enable this institution to carry out the mission entrusted to it by the French people: to provide the trial courts and courts of appeals with the correct interpretation of the law.

Composed of six chambers, ruling on both civil and criminal matters, the Cour de cassation guarantees citizens that, through unified case law, the rules of law will be applied uniformly throughout the entire national territory, both in metropolitan France and in the overseas territories.

Established in 1790 on the banks of the Seine, in historic buildings located on Quai de l'Horloge, behind the façade of the Conciergerie, the Cour de cassation enjoys a work environment characterized by the richness of its heritage and the highly symbolic nature of its surroundings.

Furthermore, the Cour de cassation is **a pioneer in judicial modernization.**

As early as the beginning of the 2000s, it was the first high court in Europe to work toward the digitization of its case files and proceedings. Today, it is the lead institution entrusted with implementing *"Open Data"* for judicial decisions—that is, making all judicial decisions freely available to everyone.

In keeping with the tradition it has inherited and in response to the imperative of modernity—in which it plays a dynamic role within the institutional sphere—the Cour de cassation wishes to breathe new life into its entrance hall.

Designed and built during the Second Empire (1870), this entrance hall has retained all the ideological "hallmarks" of 19th-century politics and architecture; **these need to be adapted to today's institutional and communication challenges**.

For this reason, the Cour de cassation wishes to launch a design competition for the decoration of this entrance hall, and more specifically, for the decoration of the grand staircase, whose wall was, until recently, adorned solely by an antique tapestry: a gift from Empress Eugénie based on a design by François Boucher.

Partie 1 Contract description

This contract is subject to a Project Management Assistance (AMO) agreement with the Syndicat mixte de la Cité internationale de la tapisserie et de l'art tissé, hereinafter referred to as "the Syndicate," which assists the Cour de cassation in the implementation and monitoring of the services.

Article 1 - Contracting parties

This contract is entered into between :

- **La Cour de cassation,**
  Address :

  DAFI/SAGB/MP
  5 quai de l'Horloge, TSA 79201
  75055 Paris Cedex 01

  Contact : 01.44.32.66.62 - mp.courdecassation@justice.fr

and

- **The winner of the design contest, the contractor under this contract,**

In the case of a consortium of economic operators, the "contractor" refers to the consortium, represented by its authorized representative.

The representative's specific contact information (names, phone numbers, email addresses) must be provided no later than the date of notification of the public contract. Any changes during the contract's execution must be reported immediately to the Cour de cassation.

Article 2 - Contractual documents

The Cour de cassation is a contracting authority within the meaning of the Public Procurement Code. The Public Procurement Code applies to the performance of this contract.

Notwithstanding article 4 of the CCAG-PI, the contractual documents are listed below in descending order of priority. The contractor declares that it has read and accepts all the clauses contained therein:

1. The Commitment Agreement (AE) ;
2. The successful candidate's assignment agreement ;
3. If applicable, the subcontracting declaration(s) ;
4. The Special Terms and Conditions (CCP) ;
5. The General Administrative Terms and Conditions applicable to public contracts for intellectual services (CCAG-PI), approved by order dated March 30, 2021.

Article 3 - Subject matter of the contract

The purpose of this contract is for the Court to acquire a design intended to be adapted into a tapestry with a maximum surface area of 8 m².

The Court also acquires the weaving rights for the winning design, as well as the exhibition and reproduction rights associated with that design, as defined in appendix 2 of this CCP.

Article 4 - Award and form of the contract

This call for proposals is a restricted competition governed by articles L.2125-1, R.2162-15 through R.2162-26 of the public procurement code .

It follows :

1. the consultation available on the state procurement platform (PLACE) (www.marches-publics.gouv.fr) under the reference "concours2026cc" ;
2. a posting on the website of the Syndicat mixte de la Cité internationale de la tapisserie et de l'art tissé (Cité internationale de la tapisserie - Aubusson) .

Article 5 - Contract term and deadlines

The contract will be awarded to the successful candidate for a term of 30 months from the date of notification. The successful candidate is the candidate who ranks first at the conclusion of the second selection phase.

Article 6 - Language

In connection with the performance of this contract, all documents, documentation, and deliverables, as well as all correspondence and meetings, shall be in French. These may be translated into English if necessary.

Partie 2 Description of requirements

Article 7 - Description of the premises

Photos and floor plans of the Court, and more specifically of the vestibule and the area designated for the future tapestry, are provided in appendix 1 of this CCP.

7.1 - Functional aspects

5 Quai de l'Horloge is the official entrance to the Cour de cassation. As such, it serves as the main, regular, and ceremonial point of access to this high court.

- **An Everyday Entrance**

This entrance consists of a reception lobby, equipped with a security checkpoint and a grand staircase. On a day-to-day basis, 5 quai de l'Horloge serves as the regular point of access to the Cour de cassation's premises for the following categories of people:

→ Members of the Cour de cassation: This group consists of approximately 600 members—300 judges and 300 civil servants—whose offices are located on site ;
→ External visitors, namely: high-ranking officials expected by the First president and the Prosecutor general, or their respective general secretariats; the numerous delegations of French and foreign judges on study visits or training programs; participants in the various events organized or hosted by the Court, particularly symposia; groups of students and members of the public on site for heritage tours of the historic chambers of the high court ;
→ Suppliers of goods and services: including postal services, brokers, delivery personnel, caterers, and other service providers.

However, subject to the aforementioned exceptions, this entrance is not open to the general public or to litigants.

- **A ceremonial entrance**

5 quai de l'Horloge also serves as the ceremonial entrance during official ceremonies marking the life of the Cour de cassation, particularly during the solemn opening session held in early January.

On this occasion, high-ranking public figures (the President of the Republic, the Prime Minister, the Minister of Justice, the President of the Sénat, and the President of the National Assembly) and representatives of the major state bodies (the President of the Constitutional Council, the Vice President of the Conseil d'Etat, and the First president of the Court of Auditors) are welcomed by the First President and the Prosecutor general in the entrance hall and on the grand staircase before proceeding to the Grand' Chambre.

Marking the start of the judicial year, the annual ceremonial opening session in the Grand' Chambre brings together nearly 400 dignitaries from the nation's most important political, administrative, judicial, military, religious, and cultural institutions.

It should be added that during European Heritage Days, registered members of the public—nearly 1,000 people over two days—enter the historic premises of the Cour de cassation through the building's main entrance, located at 5 quai de l'Horloge.

- **A Challenge: The Reception and Security System**

From a functional standpoint, the Cour de cassation has a system in place in the entrance lobby dedicated to visitor reception and on-site security. Security is first and foremost ensured by an airlock at the entrance door, which creates a control zone between the exterior and interior of the building. It is maintained by the permanent presence of two gendarmes under the command of the Palais de Justice Military Command. The gendarmes also have access to a security gate and an X-ray scanner. This entire security setup occupies a good third of the lobby. Another third is occupied by the reception area for external visitors—particularly conference attendees—which consists of furniture and a mobile coat check.

Unlike the security setup—which is permanent—the visitor reception area is used on an ad hoc basis and depends on the schedule of events requiring dedicated staff: one to three people, depending on the event.

In addition to the entrance at 5 Quai de l'Horloge, judges and civil servants of the Cour de cassation can access their offices through two other entrances: one is located at 3 Quai de l'Horloge and serves the premises known as "du Logis"; the other, located inside the Palais de Justice, provides access to the Cour de cassation via "the Saint-Louis Gallery." This entrance also serves as the sole reception point reserved for litigants and their attorneys.

7.2 - Architectural and symbolic significance

- **Monumentality and symbolism of authority**

The entrance to the Cour de cassation is marked from the outside by two flags: the French flag and the European flag. They are mounted above the door at 5 quai de l'Horloge, at the level of the balustrade.

Higher still, the Central Pavilion dominates the façade of the Palais de Justice with its monumental presence. Completed in 1870, this pavilion embodies in stone the guiding principle of the architects of that era: to create "monumental architecture worthy of representing the Empire's highest court." The national jurisdiction of the Cour de cassation and its position at the pinnacle of the judicial hierarchy thus called for solemn architecture and a distinctive design. This necessitated an expansion of the floor space and a complete renovation of the interiors. The old Saint-Louis Hall was demolished to make way for this tall Neo-Renaissance façade. Stone thus became a medium for expression through judicial al

symbolism of majesty, intended to impress upon those seeking justice and inspire in them both the fear and respect due to Justice.

Inside the building, the monumentality of the façade is echoed. The grand staircase leads to the first floor of the Cour de cassation. This first landing is illuminated by an imposing "fin-de-siècle" chandelier and allows visitors to glimpse, on the upper vault, the decoration featuring two genii flanking the cipher of Emperor Napoleon III.

On the first floor, to the left, is the Gallery of Busts, which consists of a series of marble sculptures depicting, in the upper section, four great legal figures from ancient Greece and Rome, and, in the lower section, a group of modern jurists who pioneered or drafted the Civil Code. On the right is the Grand' Chambre, the main courtroom of the Cour de cassation, where the most solemn hearings are held. Inaugurated in 1892, the ceiling of the Grand Chamber of the Cour de cassation was inspired by the Senate Chamber in the Doge's Palace in Venice. The program of decorative paintings that adorns it features several major allegories (Truth, the Glorification of the Law, Justice Pursuing Crime) and four corner medallions depicting Charlemagne, Saint Louis, Justinian, and Napoleon.

- **Purity and solemn simplicity**

The overall layout of the entrance hall and the grand staircase was designed by architect Louis Lernormand. Revised and completed before the outbreak of the 1870 war by architect Joseph-Louis Duc, the design of the decorative elements is characterized by a haughty simplicity.

This "grand symphony" of white stone, executed with the utmost craftsmanship, is enlivened by a few touches of Italian marble that add a hint of color. Yet the overall interplay of lines and materials inspires a sense of rigor and restraint. The solemnity is expressed through a wholly hieratic whiteness.

- **A space without an explicit identity**

The grand staircase introduces more dynamic elements into this static ensemble, evoked by the curved lines of its banister. Crafted in wrought iron based on designs by Joseph-Louis Duc, the central motif of each flight of the staircase combines the letter "C" with a simple yet balanced arrangement of scrollwork and foliage.

With the exception of this large "C"—the Court's symbolic emblem—no explicit inscription provides a visitor entering this reception area for the first time with the certainty that they are indeed inside the high court.

Regarding this lack of explicit identification, it should be noted, however, that in 1990, a commemorative plaque was installed in the entrance hall to mark the bicentennial of the high court ("Tribunal de Cassation 1790–1990 Cour de cassation"). This is the only reference that explicitly links the location to the institution it houses.

For this reason, a kakemono is now displayed on the first steps of the grand staircase, where the name and logo of the Cour de cassation have recently been added.

Within the Cour de cassation, the symbolic dimension of the decor is essentially determined by the purpose of the spaces. These are divided into judicial and non-judicial spaces.

Broadly speaking, **the judicial spaces** (the courtrooms) primarily feature allegorical and abstract ornamentation that draws on a rich iconographic tradition: allegories of justice and cassation, tablets of the law, swords of justice, hands of justice, mirrors of truth, scales, lions and serpents, horns of plenty, Amazon shields, "lex" and "jus," clocks, Gorgons, Themis, and Athena…

Non-judicial spaces (galleries, meeting rooms, offices) are deliberately decorated with busts, paintings, and books that celebrate justice personified, represented by the great legal figures of ancient Greece and Rome (Lycurgus, Solon, Demosthenes, Ulpian), iconic figures of codification (Justinian, Napoleon, Cambacérès, Portalis), famous jurists (Cujas, Pothier), chancellors (Michel de l'Hospital, d'Aguesseau), and magistrates of the Ancien Régime (La Vacquerie, Servin, Molé), as well as the first presidents and prosecutors general of the Tribunal, and later of the Cour de cassation.

7.3 - The forward-looking dimension

While we must contend with the monumentality of the site—a legacy of the Second Empire that signifies institutional authority and was intended to inspire awe in citizens—we must now temper this impression to convey a greater sense of closeness to those subject to the law.

This deliberate shift from authority toward approachability must be reflected in the proposed design.

It can be expressed, in particular, through the warmth of the proposed color palette and the proposed symbolism focused on humanity.

It is also necessary to address the darkness and the impression of confinement in the vestibule in order to, on the contrary, express the idea of the institution's openness to the city and the transparency of the justice system toward citizens.

This requirement for openness and transparency must be reflected in the proposed artwork.

The Cour de cassation is a premier institution of justice; the aim is not so much to highlight it as an institution as it is to emphasize what it represents: the act of adjudication, a source of social peace and a factor in the stability and enduring nature of justice, contributes to the stability and strength of democracy.

Article 8 - Judicial symbolism

Candidates are invited to consult and take into account the materials on judicial symbolism available online on the Cour de cassation's website (not translated) :

- Les symboles de justice – le glaive et la balance | Cour de cassation
- Les symboles de justice - la pelta | Cour de cassation
- La robe des magistrats : héritage et symbolique | Cour de cassation

Article 9 - Dimensions of the tapestry

The final tapestry must have a maximum surface area of 8 m² and must not exceed the dimensions specified on page 8 of Appendix 1 of this CCP, namely : 2.40 m high and 5.50 m long.

Article 10 - Candidates eligible to compete

Artists with professional status, as well as individuals falling into one of the following categories, are eligible to apply for this call for projects :

- Graduates of programs such as design, architecture, landscape architecture, graphic design, photography, styling, fashion, fine arts, applied arts, and decorative arts ;
- Students enrolled in these same programs, pursuing a master's degree or doctoral studies in one of the fields listed in the previous point.

Article 11 - Required submissions from applicants

Application materials should preferably be written in French. For applications in a foreign language, an English translation provided by the applicant is preferred to ensure that the artist's intent and the information conveyed are not distorted. Otherwise, the Court may translate them into English only.

Applications may not be submitted in any language other than French or English.

11.1 - First phase

Applicants wishing to respond to the call for proposals must submit an application package consisting of the following :

- proof of eligibility to apply (examples: membership in the Maison des artistes, proof of social security contributions, sworn statement confirming professional practice, proof of enrollment in a master's or postgraduate program at a school or university in the fields of design, architecture, landscape architecture, graphic design, photography, styling, fashion, fine arts, applied arts, and decorative arts) ;
- a cover letter from the designer, including a resume (CV) ;

- a list, including photographs, publications, or monographs, of their major works, with the dates of completion indicated ;
- a statement of intent outlining the artistic proposal, which may be accompanied by any documents the candidate deems useful: preliminary mock-ups, preliminary tapestry cartoons, preparatory drawings, photographs, drawings, computer graphics, etc.

11.2 - Second phase

During the second-phase selection jury meeting, the five shortlisted candidates must present their models to the jury **in person**. Specific organizational details will be communicated to them via email at least 15 days before the scheduled date of the jury meeting.

At that time, they will be asked to provide a physical version of their model for the jury's review. If the original form of the work is a physical object, the model presented to the jury must be the original work itself. In the case of a work created using digital techniques, the model presented to the jury must be a print produced at a scale of at least 1/10.

Candidates are free to bring a digital presentation, such as a slideshow, or any other material they deem necessary to help the jury understand their mock-up. Candidates are encouraged to use PDF format for their presentations and to arrive at the jury meeting equipped with :

- Either their laptop ;
- Either a USB drive, which will be scanned for viruses before being connected to the Court's computer systems ;
- Or by sending the presentation materials to the Court's public procurement department (mp.courdecassation@justice.fr) via France Transfert (https://francetransfert.numerique.gouv.fr/upload) three days before their appearance before the jury.

Article 12 - Evaluation

When evaluating the artistic proposals, the jury will pay particular attention to the following elements :

- **In the first phase :**
  → relevance of the artistic proposal
  → resume and references
  → reasons for entering the competition
- **In the second phase :**
  → consistency of the proposal with the theme of the call for submissions
  → how well the proposal fits the space and constraints of the Cour
  → proposed creative approach within a contemporary framework
  → relevance of the proposal to the medium of Aubusson tapestry

The criteria for evaluating proposals, as well as their weighting, are specified in the contest rules.

Article 13 - Obligations of the winning candidate

13.1 - Obligation of means

The awardee is subject to an obligation of means as part of their artistic creative process. They agree to mobilize the skills, resources, and diligence necessary to develop an original proposal that meets the artistic guidelines defined in this CCP.

13.2 - Obligation of result

The contract includes an obligation of result regarding the delivery of deliverables, in accordance with the technical specifications and deadlines set forth in this CCP.

13.3 - Confidentiality obligation

The contractor is bound by a confidentiality obligation. The contractor shall not disclose any information of any kind that comes to its knowledge in the course of performing this contract. This obligation extends to all of its employees and any interns, occasional collaborators, and subcontractors.
The confidentiality obligation remains in effect after the completion of the competition, for as long as the information in question remains confidential.

13.4 - Contractor's contact information

The winning candidate must promptly notify the Cour de cassation of any changes, particularly regarding their contact information (address, phone number, email).

13.5 - Support for the interpretation and weaving of the work

The winning artist of this CCP shall assist and oversee the interpretation of the selected design into an Aubusson tapestry.

In this context, the winning artist agrees to :

- make **at least three** one-day **visits** to Aubusson as part of the preparation and weaving of the work ;
- **be present on the day the loom is lowered ;**
- be available for discussions with the Court, as well as remotely with the tapestry cartoon designer and the workshop selected to weave the artwork, throughout the entire process of creating and weaving the artwork.

The Union will cover the artist's travel and lodging expenses in this context.

Partie 3 Description of the procedure

Article 14 - Project phases

The call for proposals follows a two-phase procedure :

- **First selection phase :**
  - → Submission by the applicant of the application package by the deadline for submission of applications specified in the competition rules ;
  - → After reviewing the applications, the jury will select the 5 candidates eligible to submit a model as part of the second selection phase.

- **Second selection phase :**
  - → **Mandatory site visit** to the Court's premises on the dates specified in the competition rules (the Cour de cassation will contact the candidates to determine their preference and confirm the selected date) ;
  - → Optional visit, on the date specified in the competition rules, strongly encouraged to the Cité internationale de la tapisserie, as well as an awareness-raising day on Aubusson tapestry and its techniques, organized by the Syndicat;
  - → Submission by the five shortlisted candidates of their final portfolios by the deadline set in the competition rules ;
  - → **Interviews** with the five candidates by the jury on one of the dates specified in the competition rules ;
  - → **Selection of a winner** by the jury: the winning design will be acquired by the Cour de cassation and woven as an Aubusson tapestry.

The selection of the weaving workshop will be the subject of a separate procedure. The winning artist will be involved in this production phase in accordance with the terms defined by the Cour de cassation, to ensure that the artistic intent is respected and that the tapestry remains faithful to the selected design.

Article 15 - Jury

The artistic proposals will be reviewed by a jury comprising representatives of the Cour de cassation as well as qualified experts with complementary expertise in the artistic, cultural, technical, and heritage fields.

This multidisciplinary composition aims to ensure a comprehensive evaluation of the projects, taking into account their artistic quality, technical feasibility, integration into the Court's architectural and heritage environment, and alignment with the intentions and objectives of the commission.

The specific composition of the jury, its operating procedures, and the criteria for evaluating the artistic proposals are defined in the competition rules.

Partie 4 Intellectual property

Article 16 - Intellectual property

A distinction should be made between three types of applicants :

- applicants not selected after submitting their application materials in the first phase ;
- candidates selected after submitting their application but whose model is ultimately rejected ;
- the winning candidate ranked first;

Please note that the 5 candidates selected for the second phase will be provided with the assignment agreements set forth in appendix 2 and appendix 3 and must submit them, signed, to the Court when they submit their final application materials, in preparation for the selection of the successful candidate.

16.1 - Candidates not selected after the first phase

The Cour de cassation will not acquire any of the rights associated with the artistic concepts submitted by candidates responding to this call for proposals as part of the first phase described in article 11.1 of this CCP.

16.2 - Candidates selected after submitting their application but whose model is ultimately rejected

This category applies to candidates selected for the second phase described in Article 11.2 of these Competition Rules but whose models the jury determines should not be retained, in particular for the following reasons :

- the candidate did not receive the minimum passing score as defined in the competition rules ;
- candidates ranked second through fifth.

These candidates will be compensated under the conditions set forth in article 17 of this CCP.

Certain rights attached to the works submitted by the candidates responding to this call for proposals as part of the second phase described in article 11.2 of this CCP shall be assigned to the Cour de cassation for a period of 30 months from the date of notification of this contract with the competition winner.

The assignment shall be made in accordance with the terms set forth in assignment agreement B, available in appendix 3 of this CCP.

No assignment or compensation is provided for candidates selected at the end of the first phase who have not submitted their models for the second jury within the deadlines and under the conditions set forth in the competition rules.

16.3 - Winning entrant, ranked first following the second-phase jury evaluation

Ownership of the physical media containing all materials submitted by the winning candidate during the second selection phase, as well as certain elements of their intellectual property, will be transferred to the Cour de cassation under the terms described in assignment agreement A, available in appendix 2 of this CCP.

Article 17 - Financial terms

17.1 - Contest prizes

Prizes are awarded to selected candidates according to the following conditions and amounts :

- Candidates not selected after submitting their application : no compensation ;
- Candidates selected in the second phase following the submission of their application but not named as winners : €3,000 including tax (amount of the assignment of rights as described in article 16.2 of this CCP) ;
- First-place winner : €25,000 including tax (the amount for the transfer of rights as described in article 16.3 of the CCP and in appendix 2, as well as the support services for the interpretation and weaving of the work described in article 13.5 of this CCP).

Candidates selected for the second phase who do not submit their design by the deadline will not receive any compensation.

17.2 - Prize details

The amounts are definitely fixed.

In addition to article 10.1.3 of the CCAG-PI, the prices are also deemed to include all charges and taxes, all costs related to packaging, storage, packing, insurance, and transportation to the delivery location, as well as all other expenses necessary for the performance of the services (travel expenses, lodging expenses, meal expenses, etc.) or incurred as a result of the performance of the services, with the exception of travel and lodging expenses paid directly by the Syndicate, as mentioned in article 13.5 of this CCP.

17.3 - Advance payment and interim payments

No advance payment or interim payment shall be made under this design contract.

17.4 - Payment terms and deadlines

The prizes awarded to candidates selected at the end of the second phase are paid by administrative transfer, based on the assignment agreements, without requiring prior payment requests from the recipients.

Payment will be made within thirty (30) days from the date of notification of the decision to award the prizes, provided that the conditions entitling the recipients to such payment have been met.

The currency of payment is the euro.

Article 18 - Rights to publicize the work

As part of its project management assistance, the Syndicat is authorized to publish images of the winning model, the weaving process, the loom's final weave, and the final work exhibited at the Cour on its website and social media platforms.

This contract is entered into and performed in good faith by the parties, who undertake to examine jointly, in a spirit of cooperation, any dispute that may arise regarding its existence, interpretation, or performance.

The buyer and the contractor shall endeavor to settle amicably, in particular through mediation, any potential dispute regarding the interpretation of the provisions of this contract or the performance of the services.

Article 19 - Common Principles for the amicable settlement of disputes

19.1 - Reminders regarding alternative dispute resolution methods

Mediation or conciliation by the advisory committee for the amicable settlement of disputes Relating to public procurement are dispute resolution processes that allow the parties to reach an amicable agreement without resorting to traditional legal proceedings. Their use is intended, in particular, to promote a swift and lasting solution to the issues encountered and contributes to the objective of preserving the Ministry's future relationship with its suppliers.

As such, each party remains free to withdraw from the process at any time.

In the event that the dispute cannot be resolved in a manner acceptable to both parties, it will be up to the more diligent party—if it believes it has a valid case—to bring the matter before the competent court.

19.2 - suspension of deadlines for administrative appeals and statutes of limitations

In accordance with the code of administrative justice, deadlines for filing administrative appeals are interrupted and statutes of limitations are suspended as of the date of acceptance by both parties indicated in the opening email sent to them by the mediator or as of the date the matter is referred to the advisory committee on the amicable settlement of disputes relating to public procurement.

These steps interrupt the time limits for administrative appeals until notification of the decision made following the attempt at amicable settlement, or until it is determined that the attempt has failed.

19.3 - Confidentiality

Unless otherwise agreed by the parties, and subject to exceptions provided for in the code of administrative justice, mediation or conciliation by the committee is subject to the principle of confidentiality. This principle aims to foster open discussion, the emergence of new ideas, and the clarification of situations.

Therefore, the findings and statements of the parties gathered in the context of the amicable settlement must remain confidential.

This principle of confidentiality does not apply to exhibits, documents, and statements that are known to the parties and predate the proceedings, without prejudice to any confidentiality provisions that may apply to them.

Article 20 - Option to use mediation for dispute resolution

When the buyer and the contractor are unable to resolve the dispute following a complaint procedure, they shall, before referring the matter to the competent court, give priority to conciliation or mediation. The internal "supplier relations" mediator, whose independence is guaranteed by the fact that he or she is not involved in any phase of the public procurement process, may be contacted:

- by email at the following address: mediateur-fournisseurs@justice.gouv.fr
- by certified mail with return receipt requested, addressed to:

The Internal Mediator for "Supplier Relations"
13 Place Vendôme
75042 Paris Cedex 01

In addition, the Internal Mediator for "Supplier Relations" can be reached by phone at 06 77 62 09 60.

PLEASE NOTE: The Internal Mediator for "Supplier Relations" handles only disputes between the contract holder and the ministry.

20.1 - Procedures for referring a matter to the internal "supplier relations" mediator

A referral to the Internal Mediator for "Supplier Relations" must include:

- the name of the company making the request,
- its SIRET number,
- the subject matter of the contract and, if applicable, the purchase order(s) in question,
- the purpose of the request,
- the relevant department within the Ministry of Justice,
- the email and phone contact information of the person who can be contacted within the company.

The internal "Supplier Relations" Ombudsman will determine the eligibility of the request and notify the requesting party as soon as possible.

Once a party's request is deemed eligible, the internal "supplier relations" mediator seeks the other party's opinion. If both parties agree to enter mediation, the internal "supplier relations" mediator sends an opening email to both parties, specifying the date of their agreement.

This date marks the official start of mediation and sets the date for the first meeting.

The mediation service is provided free of charge.

20.2 - Duration of mediation

The parties decide on a timeframe for the mediation, not to exceed 6 months from the date mediation begins.

The date of commencement of mediation is the date specified by the internal "supplier relations" mediator in their opening email confirming the parties' agreement to enter the process. Failing that, it corresponds to the date of the first mediation meeting, in accordance with Article L. 213-6 of the Code of Administrative Justice.

Article 21 - Option to appeal to the advisory committee for the amicable settlement of disputes relating to public procurement or to the business mediator

In the event of a dispute, the purchasing entities and the contractor may refer the matter to the competent Advisory Committee for the Amicable Settlement of Disputes Relating to Public Procurement or to the Business Mediator, in accordance with the provisions of Articles R. 2197-1 through R. 2197-24 of the Public Procurement Code.

The competent **Advisory Committee**:

Legal Affairs Directorate
Public Procurement Sub-Directorate
Office of Economics, Statistics, and Public Procurement Techniques
1C - Condorcet Building
6 Louise Weiss Street - Télédoc 353
75703 PARIS Cedex 13

The **Business Ombudsman:**

Fill out the online form: The Business Ombudsman

Email address: mediateur.des-entreprises@finances.gouv.fr

Article 22 - Exceptions to the CCAG-PI

Articles of the CCAG-PI from which exceptions are made	Articles of this CCP that deviate from the CCAG-PI
Article 4	**Article 2 Contractual Documents**
Article 14	**No Penalties Apply**
Article 16.2	**No environmental clause**

Article 35	Article 16 Intellectual Property