

# GENERAL PURCHASE CONDITIONS APPLICABLE TO GOODS AND SERVICE PROCUREMENT CONTRACTS AWARDED BY THE CNRS

## Article 1 – Scope of application

These General Purchase Conditions are intended to provide the framework of the contractual relations between the Institution and its contractors for all supply and service procurement contracts awarded subject to the provisions of the French code of public procurement. Purchase orders issued by the institution may refer to it. When a contract instrument prepared by the institution has been drawn up specifically for this contract, its clauses shall prevail on the provisions herein, which only supplement them.

Under these general purchase conditions, the word «Holder» shall refer to the joint contractor of the institution.

When awarded under an adjusted contract procedure pursuant to Article L2123-1 of the above-cited code, the contract may take the form of a purchase order, to which these general purchase conditions shall be appended.

Except otherwise explicitly stated for in the purchase order or in its annexes, the provisions of the General Conditions of Contract applicable to general goods and services procurement in its version annexed to the order of 19 January 2009 approving the General Conditions of Contract applicable to general goods and services procurement (hereinafter "GCC-GGSP"), shall apply to this contract.

For information purposes, the GCC-GGSP can be found on this site:

<http://www.legifrance.gouv.fr/affichTexte.do?cidTexte=JORFTEXT000020407115&fastPos=2&fastReqId=1887451667&categorieLien=id&oldAction=rechTexte>

The provisions in the documents draw up by the Holder, especially their general sales terms and conditions, shall not prevail over these general purchase conditions.

## Article 2 – Notices

By way of derogation from Article 4.2.1 of GCC-GGSP, when a contract takes the form of a simple purchase order, its award notification shall consist in transmitting a copy of this purchase order, with its annexes if any. In such a case, the signatory has the authority to represent the institution for the purpose of contract execution under Article 3.3 of GCC-GGSP. However, the contract Holder is required to primarily contact the person whose details are mentioned in the purchase order.

## Article 3 – Purpose, content and technical requirements

The purpose of this contract, its contents and technical requirements are specified in the purchase order issued by the institution, and, as the case may be, in the documents it refers to or are appended to it.

For goods procurement contracts, the contract Holder is subject to performance requirements for the execution of supply under their contract obligations.

## Article 4 – Technical documentation

The contract Holder undertakes to provide any (updated) documentation for the maintenance and adequate operation of equipment. It shall be provided in French at no additional fee.

## Article 5 – Place and time of execution

The place and time of execution of the services shall be specified in the purchase order, or failing that, in the documents it refers to or appended to it..

The starting point of the service execution period shall be the date of receipt of the order by the contract Holder.

Under Article 13.3 of the GCC-GGSP, whenever the Holder requests an extension of the time limit for the performance of services, if the institution does not notify its decision within 15 days from the date of receipt of the Holder's request, it shall be deemed to have rejected the request for an extension, except in the cases provided for in the second and third paragraphs of Article 13.3.3 of the GCC-GGSP.

Notwithstanding Article 18 of the GCC-GGSP, the institution is not required to inform the Holder of the availability of the premises at least fifteen days before the delivery of the equipment.

## Article 6 - Restrictive Zones (RZ).

When the services are to be performed in a place where safety measures apply, the Holder is required to comply with the provisions laid down by the regulations on the protection of scientific and technical potential introduced by the Decree of 2 November 2011.

These regulations include provisions to control access to Restrictive Zones (RZs). As such, the Holder may be subject to the corresponding procedures for prior access authorizations when the services are likely to concern such areas.

## Article 7 - Penalties

Notwithstanding the provisions of Article 14.1.1 of the GCC-GGSP in the event of failure to comply with the time limits, the Holder shall be liable to a penalty in accordance with the following formula:  $P = (V \times R) / 100$ , wherein :

P = the amount of the penalty;

V = the value of the services on which the penalty is calculated, this value being equal to the amount excluding VAT of the portion of the services in arrears, or of the whole of the services if the delay of execution of such a portion renders the whole unusable;

R = the number of late calendar days.

P may not exceed 30% of V.

## Article 8 - Verification of deliveries

Notwithstanding Article 23.1 of the GCC-GGSP, simple verification operations shall be carried out within a maximum period of two working days from the date of delivery of the supplies or performance of the services.

Notwithstanding Article 22.3 of the GCC-GGSP, the Institution shall not automatically notify the Holder of the dates and times set for the audits; however, the Holder may contact the Institution to determine the dates and times set for the audits in order to attend or be represented at the audits.

## Article 9 - Warranty

Notwithstanding Article 28.1 of the GCC-GGSP, the starting point of the guarantee is the date on which services are payable.

## Article 10 - Methods of payment

The overall payment term is 30 days for all contracts awarded pursuant to Article 1 of Decree No. 2013-269 of 29 March 2013, as amended.

Overdue payments shall automatically entitle the contract Holder or subcontractor, and without any notification, to default interests from the day following the expiry date of the payment period as under the application provisions provided for by Law No. 2013-100 of 28 January 2013 and Decree No. 2013-269 of 29 March 2013.

Invoices, accompanied by a bank or post office account statement, must comply with the provisions of Articles 289-0 and 289 of the General Tax Code (CGI) and include, in addition to the information required by Article 242h A of Appendix 2 of the CGI, the order, contract and corresponding lot references, where applicable.

In accordance with the Act of 3 January 2014 on simplifying the life of businesses and Order No. 2014-697 of 26 June 2014 on the development of electronic invoicing, the Holder and, where applicable, their joint contractors and sub-contractors concerned, must transmit their payment requests to the Chorus Pro government common portal as soon as this obligation falls to them in application of the aforementioned texts, namely according to the schedule below:

- On 1 January 2017 for large companies and inter-public billing;
- On 1 January 2018 for mid-cap companies;
- On 1 January 2019 for small and medium-sized enterprises;
- On 1 January 2020 for micro-enterprises

At the creditor's discretion, such transmission shall be made using one of the three following methods:

- Electronic data exchange. In this case, the accepted formats are those listed at the following address: <https://communaute-chorus-pro.finances.gouv.fr>
- PDF filing
- By online entry in the portal

The CNRS SIRET number to be used for filing invoices on Chorus portail pro is SIRET No 18008901303720 - CNRS structure (SCTD)

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

- The service code of the CNRS invoiced entity (example: UMR8198, MOY1649\_2, UPS3926, etc.)
- the order form number (example: 0326L012345), and if applicable the contract number appearing on the order form

The creditor not yet covered by the dematerialisation obligation transmits its payment requests in paper form to the CNRS entity receiving the service performed, taking into account all the invoicing data (bill-to address of the entity plus address) mentioned when the contract is notified or appearing on the order form notified by the Institution. However, at its own option, it may transmit its payment requests via the shared Chorus Pro State portal. It shall then apply the provisions mentioned above.

Under Article 4 I of Decree 2016-1478 of 2 November 2016 on the development of electronic invoicing, the use of the invoicing portal is exclusive of any other transmission method.

## Article 11 - Litigation

In case of disputes, only French law shall apply.

Any disputes shall be brought before the administrative court within the jurisdiction in which the order form was issued.

## Article 12- Derogations from the GCC-GGSP

Article 2 of this document derogates from Article 4.2.1 of the GCC-GGSP on notification procedures.

Article 5 of this document derogates from Section 18 of the GCC-GGSP with respect to information regarding the availability of premises.

Article 7 of this document derogates from Article 14.1.1 of the GCC-GGSP with respect to applicable penalties.

Article 8 of this document derogates from Article 23.1 of the GCC- FCS for simple verification operations and from Article 22.3 of the GCC-GGSP as to the obligation to notify the Holder of the dates and times provided for verification.

Article 9 of this document derogates from Article 28.1 of the GCC- FCS as to the starting point of the guarantee.