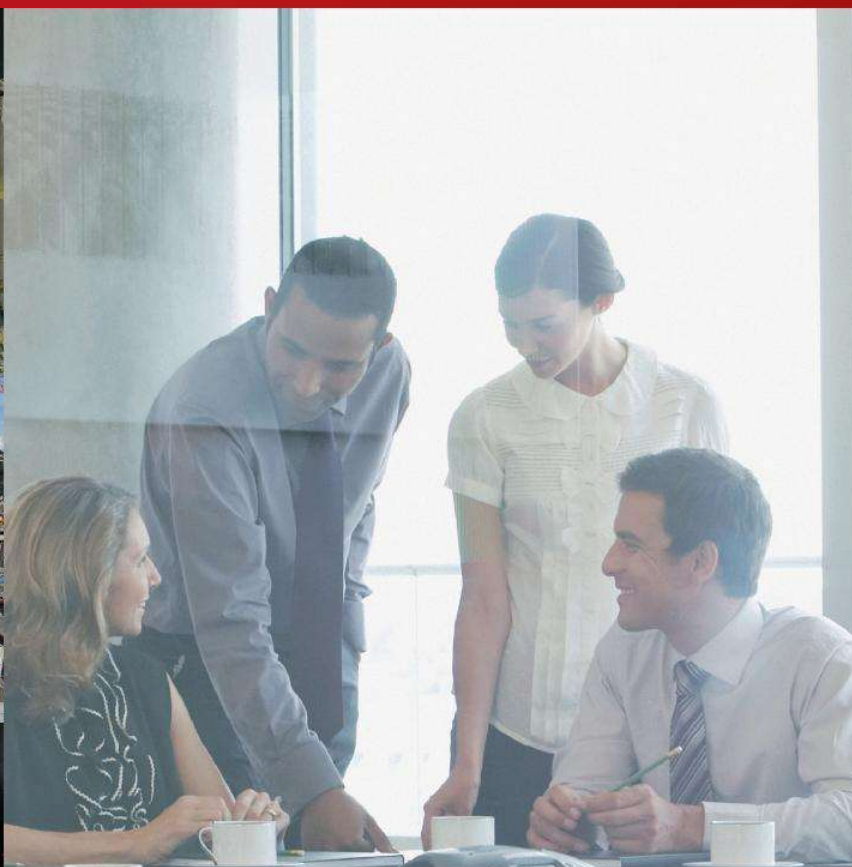


cea



**GENERAL TERMS AND
CONDITIONS OF PURCHASE**

1 January 2022

Contents

Article 1 - PURPOSE AND SCOPE OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE	8
Article 2 - DEFINITIONS.....	8
SECTION 1 - Signing of and entry into Contract	11
Article 3 - APPLICABLE REGULATIONS	11
Article 4 - THE TENDER	11
Article 4.1 Prior verifications by the Contractor	11
Article 4.2 Structure and format of the Tender	12
Article 4.3 Tender validity period.....	12
Article 5 - ENTRY INTO THE CONTRACT.....	12
Article 5.1 General provisions	12
Article 5.2 Conditional phase-payment contract	13
Article 5.3 Contract with option(s).....	13
Article 6 - CONTRACTUAL DOCUMENTS.....	14
SECTION 2 - Subcontracting and consortium.....	15
Article 7 - SUBCONTRACTING	15
Article 7.1 Conditions for the use of subcontracting	15
Article 7.2 Consequences of the use of subcontracting.....	15
Article 8 - CONSORTIUM (Groupement momentané d’entreprises - GME)	16
SECTION 3 – Pledge and assignment	17
Article 9 - PLEDGE OF THE CONTRACT AND ASSIGNMENT OF RECEIVABLE (REFUSAL TO ACCEPT)	17
Article 10 - ASSIGNMENT OF THE CONTRACT	17
SECTION 4 – Confidentiality and personal data	18
Article 11 - CONFIDENTIALITY, PROTECTION OF PERSONAL DATA, AND INFORMATION SYSTEMS	18
Article 11.1 Confidentiality.....	18
Article 11.2 Personal data protection	19
11.2.1 General provisions.....	19
11.2.2 Access to data by a third country authority.....	19
11.2.3 Data Protection Officer.....	20
Article 11.3 Protection of information systems (cybersecurity)	20
SECTION 5 – Intellectual property	21
Article 12 - OWNERSHIP OF RESULTS.....	21
Article 12.1 Own Knowledge.....	21

12.1.1 The CEA’s Own Knowledge.....	21
12.1.2 The Contractor’s Own Knowledge.....	21
Article 12.2 Results.....	21
12.2.1 Transfer of intellectual property rights - know-how	21
12.2.2 Specific cases of works and software	22
12.2.3 Specific case of patents	23
Article 12.3 Rights to use the Results.....	23
Article 12.4 Use of intellectual property rights belonging to third parties.....	23
Article 12.5 Indemnity – Hold harmless	24
Article 12.6 Duty to advise and inform	24
SECTION 6 – Safety - Nuclear Safety - Radiation Protection - Environment.....	25
Article 13 - GENERAL OBLIGATIONS OF THE CONTRACTOR.....	25
Article 13.1 Priority commitment of the Contractor.....	25
Article 13.2 Safety - Nuclear Safety – Radiation Protection - Environment regulations.....	25
Article 13.3 Training, qualification, clearance and authorisation	26
Article 13.4 Contractor’s responsibilities	26
Article 13.5 The Contractor’s Safety - Nuclear Safety - Radiation Protection organisation	27
13.5.1 Safety Manager	27
13.5.2 Continuous improvement	28
Article 13.6 Information - Declarations.....	28
Article 13.7 Respect for the environment.....	28
Article 14 - PREVENTIVE MEASURES	29
Article 14.1 Preventive measures prior to the performance of the Contract.....	29
14.1.1 Communication of information and documents.....	29
14.1.2 Joint preliminary inspection	30
14.1.3 Prevention plan	31
14.1.4 Safety of Workers Assigned to Performance of the Contract	32
Article 14.2 Preventive measures during the performance of the Contract	32
Article 15 - INDIVIDUAL MONITORING OF THE HEALTH OF WORKERS.....	33
Article 15.1 Individual monitoring of the health of workers other than those referred to in Article 15.2	33
Article 15.2 Individual monitoring of the health of workers exposed to ionising radiation and working in an establishment housing a basic nuclear installation.....	34
Article 16 - SPECIAL PROVISIONS.....	34
Article 16.1 Building or civil engineering operations	34

Article 16.2 Loading and unloading operations	35
Article 16.3 Protection of sites, installations and activities against acts of malevolence and risks of infringement of secrecy.....	35
16.3.1 Protection of sites and installations	35
16.3.2 Protection of information for the protection of the secrecy of national defence.....	35
Article 16.4 Radiation Protection	36
16.4.1 Radiation Protection Adviser.....	36
16.4.2 Individual enhanced monitoring of workers' health in the event of exposure to ionising radiation in establishments with a basic nuclear installation (BNI) or secret basic nuclear installation (SBNI)	37
16.4.3 Dosimetry monitoring	37
16.4.4 Use of sources of ionising radiation	37
Article 16.5 Security of information systems	37
Article 17 - MEASURES IN THE EVENT OF NON-COMPLIANCE WITH APPLICABLE PROVISIONS REGARDING SECURITY – NUCLEAR SAFETY – RADIATION PROTECTION – ENVIRONMENT	38
Article 17.1 Terms of application	38
Article 17.2 Total or partial suspension of performance of the contract	38
Article 17.3 Penalties.....	38
Article 17.4 Termination of the Contract.....	38
SECTION 7 – Resources for performance of the contract.....	39
Article 18 - RESOURCES PROVIDED BY THE CONTRACTOR.....	39
Article 18.1 Personnel resources.....	39
Article 18.2 Material resources	39
Article 18.3 Information technology resources	40
Article 19 - RESOURCES PROVIDED BY THE CEA.....	40
Article 19.1 Conditions of provision	40
Article 19.2 Return and restoration obligation	41
Article 20 - PROCUREMENT.....	41
SECTION 8 – Provision of the services	42
Article 21 - GENERAL TERMS AND CONDITIONS OF PERFORMANCE.....	42
Article 21.1 Illegal employment – Penalties.....	42
Article 21.2 Posted employees.....	42
Article 21.3 Supervision and verifications by the CEA	43
Article 21.4 Performance review meeting	43
Article 21.5 Review of the performance of the Contract.....	44
Article 21.6 Suspension or termination of the performance of the Contract.....	44

Article 22 - ADDITIONAL PROVISIONS TO WORKS CONTRACTS	44
Article 22.1 Documents to be drawn up by the Contractor	44
Article 22.2 Management of works	45
Article 22.3 Site meetings	45
Article 22.4 Scheduling - Planning and management - Coordination	46
Article 22.5 Protection of structures	46
Article 22.6 Construction defects	46
SECTION 9 – Deadlines	47
Article 23 - COMPLETION DEADLINES	47
Article 23.1 General provisions	47
Article 23.2 Performance of the Contract	47
Article 23.3 Modification of a completion deadline	47
Article 24 - DELAY PENALTIES	48
SECTION 10 – Financial provisions	49
Article 25 - CONTRACT PRICE	49
Article 25.1 General provisions	49
Article 25.2 Price variation	49
Article 25.3 Content of the price	49
Article 25.4 Taxation	51
Article 25.5 Consortium (Groupement momentané d’entreprises - GME)	51
Article 25.6 Subcontracting	51
Article 25.7 Customs exemptions scheme	52
Article 25.8 Incoterms	52
Article 25.9 Export controls	52
Article 25.10 Cost control	52
Article 26 - PARTIAL PAYMENT AND ADVANCE PAYMENT	53
Article 26.1 Partial payment	53
Article 26.2 Advance payment	53
Article 27 - PAYMENT OF THE PRICE	54
Article 27.1 Payment methods	54
Article 27.2 Payment in case of a Consortium (GME)	54
Article 28 - OFFSETTING	55
Article 29 - PROVISIONS SPECIFIC TO WORKS CONTRACTS	55
Article 29.1 Monthly statements	55
29.1.1 Content of statements	55

29.1.2 Calculation and payment methods	55
Article 29.2 Final statement and general statement	55
29.2.1 Preparation and sending of the final statement	55
29.2.2 Preparation and sending of the general statement	56
29.2.2.1 Failure to submit by the deadline	56
29.2.2.2 Absence of reservations	57
29.2.2.3 Refusal or reservations.....	57
29.2.2.4 Refusal or reservations without explanation	57
SECTION 11 – Acceptance and warranty	58
Article 30 - GENERAL PROVISIONS	58
Article 31 - ADDITIONAL PROVISIONS RELATING TO SERVICES.....	59
Article 32 - ADDITIONAL PROVISIONS RELATING TO PROCUREMENT	59
Article 32.1 Inspection at the place of manufacture.....	59
Article 32.2 Assembly at the CEA site.....	59
Article 32.3 Industrial commissioning	60
Article 32.4 Tests	61
Article 32.5 Warranty	61
Article 33 - ADDITIONAL PROVISIONS REGARDING INFORMATION TECHNOLOGY PRODUCTS.....	62
Article 33.1 Provisional acceptance	62
Article 33.2 Verification in regular service	63
Article 33.3 Definitive acceptance with reservations	63
Article 33.4 Postponement of acceptance	64
Article 33.5 Information technology products compliance warranty.....	64
Article 34 - ADDITIONAL PROVISIONS ON STRUCTURES	65
Article 34.1 Partial handover.....	65
Article 34.2 Acceptance of structures	65
Article 34.3 Completion guarantee	66
Article 35 - WITHHOLDING	66
SECTION 12 – Liability and insurance	67
Article 36 - CONTRACTOR’S LIABILITY	67
Article 37 - LIABILITY IN THE FIELD OF NUCLEAR ENERGY	67
Article 38 - INSURANCE	68
Article 38.1 Contractor’s Insurance.....	68
Article 38.2 CEA’s Insurance.....	69
Article 38.3 Construction works contracts.....	69

Article 38.4 Dismantling works contracts	69
SECTION 13 – Termination	70
Article 39 - TERMINATION	70
Article 39.1 General provisions	70
Article 39.2 Termination for non-performance or default by the Contractor	70
Article 39.3 Termination on grounds of general interest.....	71
Article 39.4 Termination for loss of the Contractor’s required conditions.....	71
SECTION 14 – Final provisions	72
Article 40 - MANDATORY INFORMATION	72
Article 40.1 Information regarding the Contractor.....	72
Article 40.2 Information regarding dual-use items	72
Article 41 - SAFEGUARD, RECEIVERSHIP, OR COMPULSORY LIQUIDATION	72
Article 41.1 General provisions	72
Article 41.2 Additional provisions in case of a Consortium (GME)	73
Article 42 - MODIFICATION	73
Article 43 - ADDRESS FOR SERVICE.....	73
Article 44 - GOVERNING LAW.....	74
APPENDIX 1 - PROVISIONS APPLICABLE TO CONSTRUCTION WORKS CONTRACTS.....	75
APPENDIX 2 - PROVISIONS APPLICABLE TO DISMANTLING WORK CONTRACTS	81

Article 1 - PURPOSE AND SCOPE OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase (T&C) are automatically applicable to any contract with payment between the CEA and public or private economic operators to meet its needs in terms of works, supplies or services, referred to below as the Contract, including during the period prior to the awarding.

They take precedence over the Contractor's terms and conditions of sale and over any other document issued by the Contractor.

No clause in the Contractor's terms and conditions of sale or any other document from the Contractor may be invoked against the CEA if the CEA has not expressly accepted it.

Only the express stipulations of the Contract can derogate from these T&C.

Article 2 - DEFINITIONS

Classified Activities: activities giving access to classified defence information (or requiring the use of such information) defined as information of a national defence secret nature, within the meaning of Article 413-9 of the French Criminal Code, and that, as such, is subject to a Top Secret or Secret classification according to the criteria and procedures laid down by the French Defence Code.

Addendum: written agreement entitled "Addendum" whereby the CEA and the Contractor amend the Contract by adapting or supplementing one or more of its clauses.

Candidate: a public or private operator that offers to contract with the CEA in order to meet the CEA's needs in terms of works, supplies or services.

Installation Manager (in the organisation of Safety - Nuclear Safety - Radiation Protection at the CEA): person appointed by the CEA in charge of an Installation and who is responsible, within the CEA and under its obligations, for the implementation of the actions necessary to control the risks inherent in the installation in all areas of Safety - Nuclear Safety – Radiation Protection.

CSE: Social and Economic Committee.

CSSCT: Health, Safety and Working Conditions Committee

Centre: site of the CEA, or under the responsibility of the CEA, on which the Contract is performed.

Own Knowledge: all information and knowledge of any kind and in any form, such as know-how, inventions that may be patented or otherwise, software, trademarks, designs, documents, plans, samples, equipment, and other items covered or not by an intellectual

property right, held by the Contractor or the CEA prior to the Contract or obtained outside the Contract, whether they are owners or hold rights of use, which are used for the performance of the Contract or to make use of the Results.

Technical Inspector: legal entity, acting alone or within the scope of a Consortium (Groupement momentané d'entreprises - GME) with which the CEA has entered into a technical inspection Contract. The technical inspector contributes to the prevention of various technical problems that may be encountered in constructing the structures.

HPS Coordinator (health protection and safety coordinator): individual or legal entity, acting alone or within the scope of a Consortium (Groupement momentané d'entreprises - GME), with which the CEA has concluded a coordination mission regarding the safety and health protection of workers as defined by the French Labour Code.

External Company: company whose personnel work, intermittently or continuously, to perform or participate in the performance of an operation (as defined by the French Labour Code), whatever the nature thereof, in a location of performance under the responsibility of the CEA.

Consortium: (Groupement momentané d'entreprises GME): temporary grouping of independent companies, without legal personality, in which these companies share various services for overall performance of the Contract.

Confidential Information: any document, information or data of any kind whatsoever, whether scientific, technical, economic, legal or other, of which the Contractor is informed by the CEA, in writing or verbally, during the procedure of signing and/or within the scope of performance of the Contract. The following are in particular considered to be Confidential Information: the Results of the Contract, know-how, design and production specifications, manufacture procedures, Own Knowledge and inspection methods, software, the organisation rules of the CEA, its internal operation, and information regarding the safety of its installations.

Installation (in the Safety - Nuclear safety - Radiation Protection organisation of the CEA): a clearly demarcated geographically and coherent assembly from a technical and resource perspective that may constitute or comprise a regulated installation (such as a basic nuclear installation, an individual installation within the scope of a secret basic nuclear installation, an installation classified for environmental protection, etc.), or a simple installation (such as any building, equipment or infrastructure), or a building or civil engineering site (as defined by the French Labour Code).

Project Manager: individual or legal entity that, owing to its technical competence, is responsible for managing and supervising the performance of the works and proposing their acceptance and payment.

Client: legal entity on behalf of which the works are carried out. In this capacity, the CEA appoints a representative.

Contract: contract for payment between the CEA and public or private economic operators to meet its needs in terms of works, supplies or services. The Contract includes all the contractual documents.

Supplies Contract: contract between the CEA and suppliers of goods, regarding the purchase, leasing-purchase, leasing or leasing-sale of products or equipment.

Services Contract: contract between the CEA and service providers, regarding the provision of services.

Works Contract: contract between the CEA and construction companies regarding either the performance or jointly the design and construction of a structure or building and civil engineering works.

Tender: all documents supplied by the Candidate to respond to CEA's invitation to tender. For procedures with negotiation and competitive dialogues, this term refers to the final tender.

Notice to Proceed: decision taken by the Project Manager or the CEA, in this capacity, which states to the Contractor the terms of performance of some or all of the services which are the subject of the Contract.

Parties: the CEA and the Contractor(s) taken together.

Radiation Protection (protection against ionising radiation): all the rules, procedures and means of prevention and monitoring aimed at preventing or reducing the harmful effects of ionising radiation produced on people (workers or the public), directly or indirectly, including by damage to the environment.

Installation Contract Manager (in the Safety - Nuclear Safety – Radiation Protection organisation of the CEA): person appointed by the CEA responsible for an installation under a Contract regarding the full operation of an installation and who is responsible, with the CEA and pursuant to the obligations incumbent on this person, for the implementation of actions to ensure the general coordination of safety and monitoring of performance of the contractual provisions, overseeing in particular compliance with the Safety, Nuclear Safety and Radiation Protection reference documents for the installation.

Results: all the results of the intellectual services (including but not limited to studies, IT or technical developments, and tests) consisting in particular of works, software, databases, know-how, inventions and other knowledge, whether patentable or otherwise, created or developed by the Contractor in the context of performance of the Contract.

Safety: includes the protection of persons, goods, and the environment against risks linked to activities, including in particular health and safety in the workplace, protection of information regarding scientific and technical assets, the protection of classified activities and information, and the prevention and fight against malicious acts.

Nuclear Safety: includes all technical provisions and organisational measures regarding the design, construction, operation, shutdown and dismantling of nuclear installations, as well as

the transportation of radioactive substances, taken with a view to preventing accidents and limiting the effects thereof.

Subcontractor: individual or legal entity performing part of the Contract on behalf of a prime contractor, as defined in French law No. 75-1334 of 31 December 1975, as amended, on subcontracting.

Contractor: public or private economic operator with which the CEA has entered into a Contract to meet its needs regarding works, supplies or services.

SECTION 1- SIGNING OF AND ENTRY INTO CONTRACT

Article 3 - APPLICABLE REGULATIONS

In its capacity as a public institution, in the signing of and entry into its Contracts, the CEA follows the principles of freedom of access to public procurement contracts, equality of treatment of Candidates and transparency of procedures.

The CEA, as a public industrial and commercial establishment, is subject to the provisions of the French Public Procurement Code (CCP) and any text that supplements or amends them.

The Contract Consultation Commission, a specialised commission assigned to the CEA, is responsible for examining CEA's draft Contracts for sums above a certain level defined by decree.

This commission is governed by the provisions of the French decree of 6 December 1952, as amended.

Article 4 - THE TENDER

Article 4.1 Prior verifications by the Contractor

When it submits its tender, the Contractor is deemed to have accurately assessed all the conditions of the Contract and to have perfect and total understanding of the nature, importance and specificity of such conditions. To this end, the Contractor may conduct a visit of the place of performance of the Contract in order to assess all the constraints resulting from the following in particular:

- the conditions of access (of personnel and/or equipment) to the relevant centre and installations of the CEA;
- the presence or proximity of sensitive or precision installations or equipment;
- the nature of the soil and the topography;

- the storage conditions;
- the possibility of setting up a construction site;
- the nature of the activities, in particular nuclear or defence-related, practised by the CEA in the centre in question;
- the restrictions and costs resulting from working in a regulated zone (in particular, a radioactive zone): medical appointments, personal protective equipment, etc.

The Contractor represents that it has verified all the indications contained in the consultation file documents.

The Contractor consequently waives the right to make any claim or to contest the price and/or completion deadline on these grounds.

Article 4.2 Structure and format of the Tender

The tender submitted to the CEA must be written in French, dated and signed by its issuer.

The tender must specify the legal form of the tendering entity or specify in whose name it is submitted.

A tender submitted in the name of a Consortium must specify whether the members of such Consortium endorse a joint liability with the joint and several liability of the lead contractor (joint Consortium with joint and several liability of the lead contractor) or if they all endorse a joint and several liability (joint and several Consortium), and in all cases specify the name of the lead Contractor.

The tender submitted to the CEA must state the Candidate's SIREN and intracommunity VAT numbers (or equivalent for countries not belonging to the European Union) including, where applicable, all the companies making up the Consortium.

Article 4.3 Tender validity period

The issuer of the Tender must maintain it, and may not revoke or amend it, for a period of at least four months from its date of receipt by the CEA.

Article 5 - ENTRY INTO THE CONTRACT

Article 5.1 General provisions

The Contract must be signed by the CEA and the Contractor.

The signing procedure begins with the sending of the Contract signed by the CEA to the Contractor. The sending date corresponds to the notification of the Contract to the Contractor. It may be sent:

- by post, with acknowledgement of receipt. In such an event, the CEA sends the Contractor two signed copies of the Contract, one of which is then kept by the Contractor;

- electronically, with acknowledgement of reading.

Regardless of the method used, the Contractor shall have the Contract signed manually or electronically by any duly authorised representative. It shall return the countersigned contract to the CEA within 10 calendar days of receipt of the notification.

In any event, the Contract shall take effect on the date of receipt by the Contractor of the notification made by the CEA. Reservations expressed or modifications made by the Contractor to the Contract signed by the CEA are deemed not to be written.

Article 5.2 Conditional phase-payment contract

The Contract may be split into a fixed phase and one or more conditional phases.

A conditional phase is a service defined in the Contract, of which the provision is subject to the fulfilment of a condition stipulated in the Contract.

Conditional phases are triggered when the CEA certifies that the conditions stipulated in the Contract are fulfilled. This certification shall be made by registered letter with acknowledgement of receipt to the Contractor or by any other means having the same evidential value.

If this certification is not made by the CEA, and the Contractor provides the services subject to the Contract corresponding to the conditional phases, it alone shall bear the costs and risks thereof. The CEA may subsequently accept the services provided or ask the Contractor to return the premises or equipment to their original condition at the Contractor's expense.

The Contractor is not entitled to any forfeit or compensation if the conditions are not met.

If, despite the condition being fulfilled and certified by the CEA, the Contractor does not provide the services that are the subject of the Contract corresponding to the confirmed conditional phases, the CEA can terminate the Contract under the conditions of Article 39.2 of these T&C.

Article 5.3 Contract with option(s)

A Contract with option(s) includes a firm phase and one or more options.

The option(s) may consist of an additional service or an extension of the firm phase that the CEA has requested from the Contractor.

The option(s), as defined in the Contract, is (are) exercised at the unilateral initiative of the CEA. The decision to exercise the option(s) must be sent by the CEA in writing by registered letter with acknowledgement of receipt or by any other means having the same evidential value. The CEA may decide to exercise one or more options at any time from the date of the signing of the Contract until its expiry date.

If such a decision is not made and the Contractor provides the services that are the subject of the Contract corresponding to one or more options not exercised, it alone shall bear the risks

and costs. The CEA may subsequently accept the services provided or ask the Contractor to return the premises or equipment to their original condition at the Contractor's expense.

The Contractor is not entitled to any forfeit or compensation if the options are not exercised by the CEA. If, despite the CEA's decision to exercise one or more options, the Contractor only provides the services that are the subject of the Contract corresponding to the option or options exercised, the CEA may terminate the Contract under the conditions of Article 39.2 of these T&C.

Article 6 - CONTRACTUAL DOCUMENTS

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

- the Contract itself, its appendices and any Amendments;
- the Safety – Nuclear Safety – Radiation Protection requirements of the Contract and the appendices thereto (corresponding reference documents);
- where applicable, the contractual security plan in its applicable version signed by the parties;
- the technical requirements of the Contract and their appendices (specifications, plans, etc.);
- the rules applicable to External Companies regarding discipline and health and safety in the workplace for the CEA centre in question;
- these T&C;
- the Special Social Terms and Conditions applicable to contracts performed by companies and involving work by their personnel in an establishment of the CEA (C2SP) in its applicable version;
- prescriptive documents (standards, standardised technical documents, etc.);
- consultation and/or procurement process documents;
- the Contractor's Tender, as back-up.

SECTION 2 - SUBCONTRACTING AND CONSORTIUM

Article 7 - SUBCONTRACTING

Article 7.1 Conditions for the use of subcontracting

The Contractor may subcontract the provision of the services subject of the Contract subject to the contractual provisions of the Contract. The Contractor must first present its Subcontractor to the CEA and obtain the CEA's written approval.

The requirement to obtain approval from the CEA applies to all Subcontractors, whatever their position in the subcontracting chain. The Contractor shall be responsible for initiating the request.

In its request, the Contractor must:

- specify the nature, amount and scope of the services it intends to subcontract;
- provide, at the CEA's request, a list of the subcontracting agreements it is planning to sign and a list of the subcontracting agreements its Subcontractors are planning to sign;
- provide evidence that its Subcontractors:
 - have the skills necessary for performance of the part of the Contract subcontracted to them;
 - present the documents stated in the articles of the French Labour Code regarding illegal employment;
 - provide a liability insurance policy under the conditions in Article 38 of these T&C.

Article 7.2 Consequences of the use of subcontracting

Throughout the period of performance of the Contract, the Contractor undertakes to:

- comply with the provisions of the CCP relating to subcontracting;
- in the event of a subcontracting chain, ensure that each Subcontractor acting as prime contractor complies with the provisions of the CCP and the provisions of the articles of the French Labour Code regarding illegal employment;
- send to the CEA, immediately on demand, a copy of all subcontracting agreements.

In the event of failure to comply with these obligations, the CEA may terminate the Contract under the conditions of Article 39.2 of these T&C.

The Contractor shall hold the CEA harmless against any ruling pronounced against it as a result of the failure by the Contractor or by one of the Subcontractors, whatever their position in the subcontracting chain, to comply with the provisions of the CCP relating to subcontracting as well as the provisions of the articles of the French Labour Code regarding illegal employment.

The Contractor shall remain liable to the CEA for performance of the Contract as a whole. It shall ensure that, whatever their position in the subcontracting chain, Subcontractors are informed of the obligations laid down by the Contract and necessary for the performance thereof.

More generally, the Contractor shall be liable for Subcontractors, whatever their position in the subcontracting chain, if they cause any damaging event in connection with performance of the part of the Contract subcontracted.

It is reiterated that only direct Subcontractor(s) of the Contractor can request that the CEA directly pay for the services it (they) provides (provide).

Article 8 - CONSORTIUM (Groupement momentané d'entreprises - GME)

In the case of a Consortium (GME), the word "Contractor" refers to the Consortium, represented by its lead contractor.

The members of the Consortium must each endorse a joint and several liability (joint and several Consortium) or at least a joint liability with joint and several liability of the lead contractor (joint Consortium with joint and several liability of the lead contractor).

A joint and several Consortium is one in which each member company is contractually liable for the whole performance of the Contract.

A joint Consortium with the joint and several liability of the lead contractor is one in which each member company is contractually liable only for the part of the Contract that it performs and in which the lead contractor is jointly and severally liable for the other members of the Consortium.

The members of the Consortium must appoint one of them as the lead contractor to represent them all. This lead contractor shall be responsible for the successful performance of the Contract and shall therefore be jointly and severally liable with each of the other members of the Consortium for performance of the part of the Contract for which they are each liable. It may not be replaced by another without the written authorisation of the CEA. It shall coordinate the members of the Consortium or have a manager do so under its responsibility and ensure that they intervene at appropriate times.

In the event of default by the lead contractor, the CEA reserves the right to terminate the Contract, unless the other members of the Consortium present another lead contractor to the CEA (whether already a member of the Consortium or otherwise) that can provide the services and perform the duties initially devolved to the initial lead contractor, in the same conditions, in particular the same financial conditions.

Each member of the Consortium shall comply with these T&C.

SECTION 3 – PLEDGE AND ASSIGNMENT

Article 9 - PLEDGE OF THE CONTRACT AND ASSIGNMENT OF RECEIVABLE (REFUSAL TO ACCEPT)

The Contractor undertakes to pledge or assign a receivable only up to the value of the part of the Contract that it is responsible for performing, subcontracted services excluded.

If the Contractor plans to subcontract part of the Contract that has previously been assigned or pledged, it shall carry out all the formalities necessary with the assignee banking institution in order to comply with the principle stated above.

If it fails to do so, the Contractor shall bear all the consequences, in particular the financial consequences, resulting therefrom.

The CEA shall not issue any instrument of acceptance of assignment of receivables due to the fact that it still intends to invoke contract non-performance exceptions due to actions or omissions by the Contractor with the assignee banking institutions.

Article 10 - ASSIGNMENT OF THE CONTRACT

The Contractor may not assign all or part of the Contract, even in the form of a contribution of capital, if the CEA has not previously expressly agreed.

Notwithstanding the CEA's acceptance of the assignment, the CEA reserves the right to request that the assignor provide a joint and several guarantee.

If the Contract is assigned, the new contractor shall be subject to the same obligations towards the CEA as the initial Contractor.

SECTION 4 – CONFIDENTIALITY AND PERSONAL DATA

Article 11 - CONFIDENTIALITY, PROTECTION OF PERSONAL DATA, AND INFORMATION SYSTEMS

Article 11.1 Confidentiality

The Contractor undertakes not to disclose Confidential Information and to use it only for the purposes of performing the Contract. It shall refrain from copying it unless the CEA has expressly agreed to this in advance.

The Contractor undertakes to disclose Confidential Information only to members of its staff, suppliers and any Subcontractors who need to know it in the context of performance of the Contract. It shall take the necessary measures to ensure that this confidentiality obligation is observed and made enforceable towards them.

At the CEA's first request, the Contractor undertakes to return to it all the physical media containing the Confidential Information and to delete it from electronic media on which it may have been saved.

The Contractor must inform the CEA immediately of anything that may suggest a breach of this confidentiality obligation.

Information is not considered to be Confidential Information if the Contractor can provide proof that:

- it entered the public domain prior to its disclosure, or after this but, in such an event, in the absence of any participation or fault by the Contractor;
- it was lawfully in its possession before receiving it from the CEA;
- it was received from a third party authorised to disclose it lawfully;
- its use or disclosure was authorised by the CEA in writing;
- it was developed independently and in good faith by the Contractor's personnel without having access to this Confidential Information.

If Confidential Information has to be disclosed pursuant to a legal or regulatory provision or in the context of a legal, administrative, or arbitration proceeding, the Contractor undertakes to disclose only the Confidential Information requested of it and to inform the CEA thereof so that it can take all appropriate measures.

The Contractor undertakes not to access or help a third party to access information of any kind stored on any computer and/or technical hardware, unless so authorised by the CEA, and in particular information considered as the CEA's specific know-how.

If the Contractor unintentionally has access to CEA information that has not been disclosed to it because it did not appear necessary for the performance of the Contract, it shall inform the CEA immediately so that, if necessary, it can take the appropriate measures. The Contractor

undertakes to consider the information to which it unintentionally has access as Confidential Information.

The obligations resulting from this Article end only when the Confidential Information falls into the public domain, provided that the disclosure is not the result of the Contractor's actions.

Article 11.2 Personal data protection

11.2.1 General provisions

Where the subject matter of the contract includes a service involving the processing of personal data, the Contractor undertakes to comply with the applicable regulations for the duration of the contract and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 as well as the French data protection act No. 78-17 of 6 January 1978.

The Contractor undertakes to present sufficient guarantees as to the implementation of appropriate technical and organisational measures so that the processing meets the requirements of Regulation (EU) 2016/679 of the Parliament and of the Council of 27 April 2016 and guarantees the protection of the rights of the data subject.

If the Contractor uses a Subcontractor, the Contractor undertakes to impose the same data protection obligations on it. If the Subcontractor fails to fulfil its obligations, the Contractor shall remain fully responsible for ensuring that its Subcontractor fulfils its obligations.

The Commission nationale de l'informatique et des libertés (CNIL—the French Data Protection Authority) is designated as the "lead" authority.

11.2.2 Access to data by a third country authority

In the event of a request by an authority established in a third State or any extraterritorial authority for access to the data processed within the framework of the performance of the Contract, on the basis of national regulations, the Contractor undertakes to inform the CEA thereof and to bring, within a period of fourteen days at the latest from receipt of the request, any form of appeal before the French courts in order to prevent, by any means, the CEA's data from being transmitted to this authority.

Under no circumstances may the Contractor transmit the data until the French court has ruled on the request of the extraterritorial authority. The GDPR is considered an overriding mandatory provision. Its application cannot be excluded.

In the event of harm suffered by the CEA due to data communication or refusal to refer the matter to the French courts by the Contractor, the Contractor undertakes to compensate the CEA for the amount of the harm suffered.

11.2.3 Data Protection Officer

The Contractor shall ensure that its data protection officer for the CEA's data is involved, in an appropriate and timely manner, with all matters relating to the protection of personal data.

The CEA may at any time ask the Contractor to provide it with an audit of all the measures it implements to ensure compliance with the GDPR.

Article 11.3 Protection of information systems (cybersecurity)

The Contractor undertakes not to compromise the CEA's information systems (IS).

The Contractor shall send the CEA the contact details of the IS security officer in charge of the service.

The Contractor shall ensure its employees working within the framework of the Contract with the CEA are aware of IT security and shall ensure that they are aware of and comply with the rules in force at the CEA.

In case of use of the CEA's IT resources made available to it or interconnection with the CEA's IS, the Contractor shall comply with the CEA's ISSP (Information Systems Safety Policy) and the CEA's IT resources charter.

In the event of the use of the Contractor's IT resources, the Contractor shall provide any document requested by the CEA describing the level of security, approval or qualification of the resources used in the context of the service, in particular the ability to process the information at the level of confidentiality required.

The Contractor must, without delay, alert the CEA of any fact that may lead to the presumption of a breach of its information system affecting the proper performance of the service or if it cannot guarantee the safety of the CEA's data or the services provided due to the breach.

SECTION 5 – INTELLECTUAL PROPERTY

Article 12 - OWNERSHIP OF RESULTS

Article 12.1 Own Knowledge

12.1.1 The CEA's Own Knowledge

The Contractor's access to the CEA's Own Knowledge or the disclosure of it to the Contractor in the context of the Contract does not entail any transfer of ownership to the Contractor.

Consequently, the Contractor and its suppliers, and any Subcontractors, are not permitted to copy or reproduce all or part of the CEA's Own Knowledge or to use it by any means and in any form whatsoever other than within the scope of what is expressly stipulated in the Contract.

This use shall in any event be non-exclusive and non-transferable and only for the requirements and only for the duration of the Contract.

12.1.2 The Contractor's Own Knowledge

The implementation of the Contractor's Own Knowledge for the performance of the Contract does not entail any transfer of ownership to the CEA.

The Contractor shall grant the CEA the rights to use its Own Knowledge as necessary for the use and/or exploitation of the Results of performance of the Contract.

These rights shall be granted to the CEA for the duration necessary for use and/or exploitation of the Results.

The price of granting the intellectual property rights over the Own Knowledge is automatically included in the price paid to the Contractor for the performance of the Contract.

Article 12.2 Results

12.2.1 Transfer of intellectual property rights - know-how

Notwithstanding the provisions regarding the transfer of ownership as stipulated in Section 11 of these T&C, the intellectual property rights and/or know-how connected to the Results shall become the exclusive property of the CEA, as and when they are conceived, even if the Contractor has not yet disclosed these Results to the CEA.

This transfer of ownership concerns the know-how and all intellectual property rights (industrial property rights and literary and artistic property rights) for the whole world, for the duration of validity of said rights, without any kind of limitation and for all kinds of use and/or exploitation in any field of application (such as, in particular, scientific, technical, industrial, nuclear or non-nuclear fields).

The price paid to the Contractor pursuant to the Contract includes the fixed price of the assignment of the intellectual property rights over the Results of the transfer of know-how and the assignment of physical property rights over their media.

12.2.2 Specific cases of works and software

If the Results of the Contract enjoy protection under Book I of the French Intellectual Property Code, the Contractor shall assign its economic rights over the Results on an exclusive basis.

These rights include, but are not limited to, the rights of use, reproduction, representation, adaptation and exploitation, including the related rights and sui generis rights of database producers, for the exploitation modes stated hereinafter, it being specified that:

- the right of reproduction includes, in particular, the right to duplicate, print, record and fix the Results, by all means, in all forms and on all media, in particular, computer, digital, magnetic, optic, and paper media (technical documentation, photocopies, publication of books, posters, notices, journals, reviews), and telematic, videographic, televisual, cinematographic or photographic media, whether known or not yet known, in an unlimited number of copies, by any current or future means, or all computer networks, whether private or open to the public (e.g. internet or intranet), and the right of repeated physical implementation (in particular of a plan) by all means;
- the right of adaptation includes the right to adapt all or part of the Results, to arrange, transform, translate into any language or amend the Results in any other manner, in particular by deletion, addition, full or partial integration into another work, including in order to create a composite or derived work, and to reproduce, use and exploit the works resulting therefrom as defined in this Article;
- the right of representation includes, in particular, the right to represent, or have represented, the Results publicly in their original version or an amended version as stated above, by all procedures, whether known or not yet known, such as publication, public or private display, broadcasting, communication on all private or open computer networks and/or, for any private or public demonstration, internally or externally;
- the right of exploitation includes, in particular, the right to sell, place on the market, release and re-release all or part of the Results, on all media by all means and in all the forms stated above, for commercial, technical or advertising purposes, to file them as trademarks, designs and models or with other status, to distribute or lease them, with or without consideration, to lend them or to provide any service, directly or indirectly using the Results, and/or to grant all or part of the rights as defined above to third parties, both in France and other countries, with or without consideration.

If the Results consist of software or other information technology products, the rights stated above also include the right to use the Results on all central processing units and servers, for any number of users and in all CEA centres, including on behalf of subsidiaries and to supply services in shared time, the right to make any reproduction necessary for loading, screen display, running, transmission and storage, the right to correct errors, monitor, and maintain,

the right to incorporate interfaces, and the right to have software updated, including by any third party chosen by the CEA.

The Contractor, furthermore, undertakes to deliver to the CEA the object code, the corresponding source code, the compilers, utility software, generating software and other tools used, along with the associated documentation. If the Contractor is not the owner of these tools, it shall take all measures to enable the CEA to access them at no additional cost.

12.2.3 Specific case of patents

If some or all of the Results can be patented, the CEA alone shall have the right to file, or have filed by any third party of its choice, if it considers it appropriate, in its name and at its expense, one or more patent applications covering some or all of the Results, for the whole world, stating the name of the inventor or inventors in accordance with the laws of the country in which the patent application is filed.

Within the limitation of its competence, the Contractor shall provide assistance to the CEA to file, at the expense of the CEA, the aforementioned patent application(s), defend them, and keep them in force. It undertakes to ensure that each employee cited as inventor completes all the formalities necessary for filing the patents, their issue, and keeping them in force.

Article 12.3 Rights to use the Results

As a consequence of the assignment of the intellectual property rights and know-how attached to the Results, the CEA alone has the right to exploit them directly or indirectly.

However, this exclusive exploitation right concerns only the Results specifically created on behalf of the CEA and not the Own Knowledge implemented by the Contractor for the purpose of or within the framework of performance of the Contract.

The CEA may be replaced by any third party, in whole or in part, by means of assignment, concession or another legal means, for the exercise of said intellectual property rights.

Article 12.4 Use of intellectual property rights belonging to third parties

The Contractor must inform the CEA of all intellectual property rights held, by third parties or by itself, which are necessary for performance of the Contract and use of the Results.

The Contractor must take responsibility for obtaining and, where applicable, providing all documentary evidence regarding this matter, the rights of use necessary for performance of the Contract and use of the Results.

In any event, the Contractor is not permitted to use, for performance of the Contract, any product, device or procedure covered by an intellectual property right (patent, design, model, trademark, software or other creations) held by a third party without the prior authorisation of the holder of these rights or its beneficiaries.

The duties and royalties connected to the intellectual property rights necessary for performance of the Contract and use of the Results are included in the price of the Contract.

Article 12.5 Indemnity – Hold harmless

The Contractor warrants to the CEA that it holds all the intellectual property rights necessary for performance of the Contract and use of the Results.

In particular, the Contractor shall hold the CEA harmless against all damaging consequences resulting from any claim or complaint by third parties (including the Contractor's employees, collaborators and beneficiaries) in connection with the Results and specifically any direct and/or indirect loss connected to no longer being able to use the Results. It undertakes to hold the CEA harmless against any ruling against it and to indemnify it for all costs and indemnities borne by CEA pursuant to a legal decision or within the context of an amicable agreement.

When the Contractor and/or the CEA become aware of the existence of a claim by a third party regarding intellectual property rights that may be used for performance of the Contract or use of the Results, they must inform each other and consult each other in order to consider the actions to be taken. The Contractor undertakes to prevent any negative consequences for the CEA that may result from said claim and, in particular, to prevent CEA's temporary or partial inability to use the Results. The Contractor shall consequently do its utmost to propose an alternative solution to the CEA enabling it to avoid the consequences of the claim, whether or not it appears to be justified.

Article 12.6 Duty to advise and inform

As an informed professional, the Contractor undertakes to inform the CEA of all formalities or statutory or contractual requirements necessary for the peaceful exploitation of the Results.

SECTION 6 – SAFETY - NUCLEAR SAFETY - RADIATION PROTECTION - ENVIRONMENT

Article 13 - GENERAL OBLIGATIONS OF THE CONTRACTOR

Article 13.1 Priority commitment of the Contractor

The Contractor undertakes to consider Safety - Nuclear Safety – Radiation Protection - Environment as an absolute priority in the design, preparation and provision of the services that are the subject of the Contract. It also undertakes to comply with the environmental provisions put in place at the CEA. It shall implement the appropriate resources and organisational structure, as previously described in its Tender in accordance with the CEA’s requirements, and at all times shall demonstrate that they meet the requirements for the performance of the Contract.

It must ensure that any Subcontractors, whatever their position in the subcontracting chain, comply with this commitment and with all the provisions of this Section.

Article 13.2 Safety - Nuclear Safety – Radiation Protection - Environment regulations

Both for itself and any Subcontractors, whatever their position in the subcontracting chain, the Contractor shall apply the laws and regulations regarding Safety - Nuclear Safety – Radiation Protection - Environment and, in particular, those related to the following:

- the general principles for the prevention of occupational risks and strenuous work and the specific provisions regarding, in particular:
 - workplaces;
 - working equipment and means of protection;
 - the prevention of certain exposure risks, specifically ionising radiation;
 - works carried out in an establishment by an External Company;
 - loading and unloading activities;
 - building or civil engineering sites;
 - prohibited or regulated works;
- basic nuclear installations, nuclear installations and activities related to defence and installations classified for the protection of the environment;
- protection of sites, installations and activities against acts of malevolence and risks of infringement of secrecy;
- protection of the public and the environment.

When working in a basic nuclear installation, the Contractor and any Subcontractors shall be considered as external companies if they participate in or carry out activities important for the

protection of interests (public health, safety and health and protection of nature and the environment) or in connection with them, within the meaning of the decree of 7 February 2012 setting the general regulations regarding basic nuclear installations (BNI).

Where the CEA entrusts an external contractor with the implementation, within the perimeter of a basic nuclear installation (BNI) from its commissioning and until its decommissioning, of services or works likely to have an impact on the protection of the interests mentioned above, they may only be carried out by first- or second-tier subcontractors. At the request of the CEA, the Contractor shall send all elements allowing the CEA to supervise the personnel performing or participating in these activities, whether they are the Contractor's staff or its subcontractors regardless of whether the activity is carried out in the CEA Centres.

The CEA shall notify these external companies of the document formalising its policy on the protection of interests. The Contractor shall distribute this policy and ensure that it is known, understood and applied by all staff required to implement it, and shall provide evidence of this to the CEA.

With regard to the activities concerned by quality provided for in the "Quality" decree of 10 August 1984 on the quality of design, construction and operation of basic nuclear installations as well as any text supplementing it or amending it, in an individual installation within a secret basic nuclear installation (SBNI), at the request of the CEA, the Contractor shall send all elements required to allow the CEA to supervise the personnel performing or participating in these activities, whether they are employees of the Contractor or its subcontractors.

Article 13.3 Training, qualification, clearance and authorisation

Both prior to the performance of the Contract and during its performance:

- the Contractor shall be responsible for the training and qualifications of its personnel. In this respect, the Contractor shall, in particular, provide evidence that it has received appropriate training in the specific risks associated with the performance of the Contract and, more generally, that it has the required qualification;
- where the service or services that are the subject of the Contract require a specific authorisation or clearance, the Contractor shall prove that it has the required authorisation and that the personnel whom it assigns to performance of the Contract have the necessary clearance;
- where the Contract concerns classified defence information, the Contractor must demonstrate that it has a sufficient number of personnel cleared for the protection of national defence secrecy for the duration of the performance of the classified services.

Article 13.4 Contractor's responsibilities

The Contractor is required to comply with all of the following documents with respect to Safety - Nuclear Safety – Radiation Protection - Environment in addition to the documents regarding technical matters:

- the provisions of the internal regulations of the CEA centre in question regarding general discipline, health and safety in the workplace;
- the Safety - Nuclear safety - Radiation Protection - Environment reference documents for the Installations in which it works (general operating rules or general surveillance and maintenance rules, as applicable, requirements, etc.);
- for work in a restricted area, the general rules on Radiation Protection and the operating, Safety and Radiation Protection instructions regarding this particular area.

The Contractor shall be responsible for the application of the preventive measures necessary to protect its workers.

The Contractor shall, in particular, be responsible for the choice, supply, verification, maintenance, and inspection of its personnel's personal protective equipment made necessary by the risks connected to the services and any specific risks identified in the installation where the services are provided, in accordance with Article 18.2 of these T&C. The Contractor shall be responsible for training its workers in the use of this personal protective equipment.

Article 13.5 The Contractor's Safety - Nuclear Safety - Radiation Protection organisation

13.5.1 Safety Manager

The Contractor shall appoint a representative from its personnel to serve as "Safety Manager", given the authority, competence and means necessary to ensure compliance with, and the implementation and monitoring of, the requirements imposed by the regulations applicable in all fields of Safety - Nuclear Safety – Radiation Protection, and the instructions specific to the CEA centre in which the Contract is performed. The Safety Manager shall be present or contactable and available if necessary at all times, as soon as possible, at the places of performance of the Contract at the request of the CEA.

The Contractor shall organise the continuity of this position and shall send the Safety Manager's contact details to the CEA.

The Safety Manager shall be the CEA's contact person (Installation Manager, Installation Contract Manager or Client's representative in the case of a building or civil engineering site), in particular in order to enable the CEA to ensure the general coordination of the prevention measures and verify compliance with the obligations laid down in Article 14.2 of these T&C.

The Safety Manager shall take part in the Contract review and performance meetings, joint inspection meetings (preliminary joint inspection and regular coordination inspections and meetings), and any meeting regarding the prevention of risks linked to the interaction between the activities, installations and equipment of the various companies participating in a single operation, or generally any meeting regarding Safety - Nuclear Safety – Radiation Protection - Environment, organised at the initiative of the CEA or the Contractor within the framework of the Contract.

The Safety Manager must be proficient in both French and the language of the workers involved if they do not speak French. The Contractor and its Subcontractors shall take all measures so that the workers involved are able to understand and comply with the instructions and requirements as well as the alarm messages issued in French.

13.5.2 Continuous improvement

The Contractor must have progress plans enabling it to achieve continuous improvement in Safety - Nuclear Safety – Radiation Protection - Environment.

Article 13.6 Information - Declarations

The Contractor shall inform the CEA without delay (Installation Manager, Installation Contract Manager or Client’s representative in the case of a building or civil engineering site) of any occupational accident involving one of its workers or one of the workers of its Subcontractors, whatever their position in the subcontracting chain, or of any occupational illness affecting them.

The Contractor shall send the CEA quarterly summaries of occupational accident and occupational illness declarations and, where applicable, copies of declarations to social security, in connection with performance of the Contract, deleting any identifying data. Furthermore, it shall send it an annual summary of these accidents or illnesses, the number of hours worked, the number of days lost following occupational accidents and the declarations of occupational illnesses connected with performance of the Contract.

The Contractor shall declare any incident or accident event related to Safety - Nuclear Safety – Radiation Protection and more generally any discrepancy from the applicable reference documents.

At the CEA’s request, the Contractor shall provide all information regarding occupational accidents and illnesses, events or discrepancies, conduct further analysis and, when appropriate, analyse feedback.

Article 13.7 Respect for the environment

The Contractor must comply with international, European, national, local and environmental standards applicable to the CEA and, where applicable, to the centre where the services are performed.

For services performed at a CEA Centre, the Contractor also undertakes to notify the CEA immediately in the event of detection of pollution at the location where it operates on behalf of the CEA.

The Contractor undertakes to integrate environmental issues for the purposes of the performance of the Contract. It undertakes to pay particular attention to preserving the environment, particularly by saving resources and energy, the management of risks and health and environmental impacts in particular on biodiversity, the limitation of GHG (greenhouse gas) emissions, as well as the reduction, sorting and recovery of waste.

Article 14 - PREVENTIVE MEASURES

Article 14.1 Preventive measures prior to the performance of the Contract

14.1.1 Communication of information and documents

As an External Company, the Contractor shall inform the CEA in writing of the date of its arrival at the Centre in question, the expected duration of its work, the projected number of workers assigned, and a detailed description of its organisational structure, showing in particular the name and qualifications of the person responsible for managing the operation and the information regarding the Safety Manager and the employer's advisers where required by the applicable regulations (radiation protection adviser, SCPPRP (employee in charge of occupational risk protection and prevention) provided for in Article L. 4644-1 of the French Labour Code), etc.).

It shall send the CEA the same information regarding any Subcontractors for which it has obtained prior authorisation from the CEA in accordance with Article 7.1 of these T&C.

It shall provide to the CEA with the contact details of the occupational health services covering the workers involved.

In order to prepare for the joint preliminary inspection referred to in Article 14.1.2, the Contractor shall send the following to the CEA:

- all the information necessary to prevent the risks of interference, in particular the description of the work to be carried out, the equipment used, and the operating methods insofar as they have an impact on health and safety in the workplace, the analysis of the resulting risks, and the prevention measures it takes for its workers. It shall also communicate this information to its Subcontractors;
- the safety data sheets for hazardous products used for performance of the Contract and the job description previously drawn up, where applicable in liaison with the CEA when the CEA occupational health physician provides or participates in the enhanced individual monitoring of all or some of the Contractor's workers.

It shall also supply the following, for each worker involved, at the first request of the CEA:

- proof of the training courses (certificates of success if applicable), qualifications, authorisations and clearances required according to the service (electrical clearances, fitness for operating vehicles, lifting equipment, or machinery of any kind, radiological classification of workers, authorisation from the employer to intervene in delimited radiological zone for non-classified workers, authorisation to work in orange or red controlled area for classified workers, etc.), as well as, where applicable, training certificates relating to the wearing of specific personal protective equipment (PPE);
- the certificates required for their activity.

The Contractor shall state to the CEA whether it has made the compulsory declarations and paid the sums for which it is liable with respect to taxation, social security, family allowances,

paid leave and work stoppages due to bad weather. It must attest that the service shall be provided by workers who are employed lawfully in accordance with the provisions of the French Labour Code.

If the Contractor is established abroad and posts employees in France for the performance of the Contract, it:

- sends to the CEA, upon signing of the Contract and before the actual start of the posting, all the supporting documents required by the labour regulations applicable to employees posted in France, in particular copies of the posting declarations of each employee assigned as well as the document appointing the representative of the Contractor in France.

It is required to ensure that its subcontractors, whatever their position in the subcontracting chain, comply with this commitment. Failing this, the CEA reserves the right not to accept the defaulting subcontractors.

- proves, by producing a sworn statement and before the actual start of the posting, that it has paid any sums due in respect of administrative fines imposed for non-compliance with the rules of labour legislation, the rules of the posting, or the labour regulations applicable to employees posted in France.

Throughout the performance of the Contract, the Contractor shall update all the information stipulated in this Article and shall keep the CEA informed of any change.

If during performance of the Contract, notification is given that the Contractor or its Subcontractors are in an illegal position with respect to these provisions, the CEA shall apply a penalty of €500 excluding tax per employee and per day of delay in complying with these provisions.

14.1.2 Joint preliminary inspection

Before performance of the Contract begins, the Contractor, with any Subcontractors, shall:

- participate in a joint inspection of the working premises, the Installations located therein and any equipment made available to it by the CEA. The Contractor is required to inform any Subcontractors of their obligation to take part in this joint preliminary inspection;
- together with the managers of all the External Companies (whether or not Subcontractors), carry out an analysis of the risks of interaction between activities, installations and materials, and supply the information necessary to analyse these risks.

The Contractor shall also inform its CSE or, failing this, the staff representatives of the date of the joint preliminary inspection.

The risks shall be analysed on the basis of information and documents submitted pursuant to Article 14.1.1 herein and the additional information collected during the joint preliminary inspection.

In this context, the CEA shall specify in particular the conditions of access to the centre and shall supply information regarding the sector of operation and the security instructions applicable to the operation.

All work by the Contractor outside the sector demarcated during the joint preliminary inspection requires a further analysis of the risks of interaction and the adoption of suitable prevention measures and therefore may not be carried out without the CEA's prior authorisation. If necessary, the prevention plan described in Article 14.1.3 below shall be updated accordingly.

The joint preliminary inspection shall give rise to a written statement of conclusions.

14.1.3 Prevention plan

Along with the managers of all the External Companies involved in the operation, the Contractor is required to take part in drawing up a prevention plan, determined by mutual agreement in view of the risks of interaction between activities, installations and equipment.

A written prevention plan must be drawn up under the conditions stipulated by the French Labour Code.

The prevention plan shall be signed by the Installation Manager or the Installation Contract Manager, or their designated representative, by the Contractor's representative and the Subcontractors' representatives, and by the representatives of the other External Companies involved in the operation; provision of the service may not commence until the plan has been signed and after the implementation of the provisions stipulated therein.

Any amendments to the prevention plan shall be subject to the same provisions as those applying to the drafting of the initial prevention plan.

With a view to drawing up the prevention plan, the Contractor is required to communicate to the Installation Manager or the Installation Contract Manager and to the technical lead for the operation (technical correspondent designated by the CEA to the external companies involved in an operation) the information provided for in 14.1.1 and in particular:

- the prevention measures that it takes to ensure the safety of its workers;
- the hazardous activity phases and the corresponding specific prevention means;
- the adaptation of equipment, installations and devices to the nature of the operations to be carried out and the definition of their maintenance conditions;
- any instructions and documents to be given to workers taking part in the operation;

- the conditions under which its workers, or those of its Subcontractors, take part in work carried out by another company in order to provide the coordination necessary for maintaining safety and, in particular, the command structure;
- a list of the positions occupied by workers likely to be under enhanced individual monitoring due to the risks linked to the works carried out within the framework of the Contract.

14.1.4 Safety of Workers Assigned to Performance of the Contract

Before the start of performance of the Contract, and in the place where it is to be performed, the Contractor is required to inform the workers it assigns to the operation of the specific hazards and risks of interaction to which they may be exposed and of the prevention measures defined.

In particular, it shall specify the demarcation and markings of hazardous zones, the instructions for the use of collective and personal protective equipment and the access and exit pathways and procedures for the sector of operation and the CEA centre.

For services provided during the night, during periods when the CEA centre is closed or at a time when the CEA's activity is interrupted, the Contractor shall take the measures necessary so that no worker works in isolation in a location from which the worker cannot be rescued quickly in the event of an accident.

The Contractor's work in areas with particular risks or in a controlled atmosphere (in particular, radiological, biological, chemical, asbestos, anoxia, exposure to artificial optical radiation and explosive atmosphere risks) must be planned by the CEA and the Contractor systematically on a case-by-case basis in the phases of least risk in order to limit periods of simultaneous activity and the combination of various risks as far as possible.

The Contractor is bound by the same obligation with regard to workers assigned to the project during the performance of the Contract. It shall inform the CEA in advance of the involvement of these new workers.

Article 14.2 Preventive measures during the performance of the Contract

As an External Company, the Contractor and any Subcontractors are required to take part in inspections and coordination meetings organised at the CEA's initiative and to which they are invited.

Furthermore, the Contractor shall inform its CSE or, failing this, the staff representatives, of the date of inspections and regular coordination meetings.

Where applicable, the Contractor shall comply with the provisions regarding the expanded Health and safety and working conditions committee ("CSSCT élargi") set up in the CEA centre in question.

At its request, the Contractor may take part in any inspections and meetings to which it is not invited when it considers it necessary due to the risks. It may also ask the CEA to organise inspections or coordination meetings if it considers it necessary for the safety of its workers.

The Contractor is required to supply to the CEA all information so that it can ensure that it is complying with the regulations, and correctly implementing the provisions stipulated by the Contract and the measures stipulated by the prevention plan and its associated documents (radioactive environment working files, fire permit, etc.). It shall demonstrate that it has indeed given each worker involved the instructions necessary for preventing risks due to interaction and for the proper provision of the service.

Inspections and regular coordination meetings shall include a review of the working safety conditions on the basis of the provisions regarding Safety - Nuclear safety - Radiation Protection applicable to it. They shall give rise to a statement of conclusions signed by all the representatives present and attached to the prevention plan.

If necessary, the prevention plan shall be updated after these inspections and regular coordination meetings.

Article 15 - INDIVIDUAL MONITORING OF THE HEALTH OF WORKERS

Article 15.1 Individual monitoring of the health of workers other than those referred to in Article 15.2

The occupational health physician of the Contractor and the occupational health physicians of its Subcontractors shall send to the CEA's occupational health physician, at the CEA's request, the parts of the individual medical files of the Contractor's workers and its Subcontractors' workers required.

The CEA's occupational health physician shall send to the occupational health physician of the Contractor and of its Subcontractors, at this physician's request, indications on the specific risks to the health of the workers in question posed by the work.

On behalf of the Contractor and its Subcontractors, the CEA's occupational health physician shall carry out the additional examinations made necessary due to the nature and duration of the work performed at the CEA's installation by the workers of the Contractor and of the Subcontractors. The results shall be sent to the occupational health physicians of the Contractor and of its Subcontractors in particular in order to determine whether the workers in question are medically fit.

By agreement between the CEA and the Contractor or each of its Subcontractors and the occupational health physicians in question, periodic medical examinations may be performed by the CEA's occupational health physician on behalf of the Contractor or its Subcontractors. The CEA's occupational health physician shall send the results to the occupational health physician of the Contractor or of its Subcontractors, in particular in order to determine whether they are medically fit.

Furthermore, where the Contractor or its Subcontractors regularly work as an External Company in a CEA centre, an agreement entered into between the CEA and the Contractor or each of its Subcontractors may stipulate that the occupational health service of the centre in question provides individual monitoring of the health of the workers assigned there.

Article 15.2 Individual monitoring of the health of workers exposed to ionising radiation and working in an establishment housing a basic nuclear installation

If the occupational health service of the Contractor or of its Subcontractors, or that with which they are affiliated, does not have clearance to provide individual monitoring of the health of workers working in an establishment in which a basic nuclear installation is located, the CEA's occupational health service shall provide the individual monitoring of the health of these workers.

The terms of this monitoring shall be specified in a written agreement between the CEA and the Contractor or each of its Subcontractors.

Article 16 - SPECIAL PROVISIONS

Article 16.1 Building or civil engineering operations

When the Contract is performed in the context of a building or civil engineering site, the CEA, in its capacity as Client, shall appoint a Health and Safety Protection (HPS) Coordinator.

In this context, the Contractor is required to:

- give the HPS Coordinator free access to any location or person and cooperate so that the HPS Coordinator's duties can be carried out;
- within the time limits stated by the HPS Coordinator, comply with the instructions given by the HPS Coordinator;
- if necessary, send its specific safety and health protection plan to the Client's representative before the services are provided and require its Subcontractors to do the same;
- within the time limits and in the forms stated by the HPS Coordinator, supply all the documents necessary to create the "dossier d'intervention ultérieure sur l'ouvrage" (file regarding health and safety risks to be considered when undertaking work on the structure at a later time);
- if appropriate and in accordance with the terms stipulated by the aforementioned provisions, participate in the inter-company health, safety and working conditions group and require its Subcontractors to do the same.

If Article L. 4732-2 of the French Labour Code is applicable, the Contractor is required to comply with the ruling by the interim relief judge and may not claim a change in the price of the service, compensation and/or an extension of the completion deadline on this basis.

Article 16.2 Loading and unloading operations

Where the Contract includes the performance of a loading or unloading operation, the Contractor shall send to the CEA in advance the information and recommendations necessary for drawing up the safety protocol. The safety protocol shall be signed by the Contractor and the CEA.

A specific safety protocol shall be drawn up for each loading or unloading operation. Nevertheless, for a repeated operation (regarding products or substances of the same kind, carried out in the same bays, according to an identical operating method, and implementing the same types of vehicles and handling equipment), a single protocol shall be drawn up prior to the first operation.

Article 16.3 Protection of sites, installations and activities against acts of malevolence and risks of infringement of secrecy

16.3.1 Protection of sites and installations

The Contractor is required to comply with the laws and regulations protecting CEA centres in various respects, in particular regarding:

- installations and activities of vital importance;
- protection and control of nuclear materials;
- protected areas connected to national defence;
- restricted areas.

16.3.2 Protection of information for the protection of the secrecy of national defence

Where the Contract requires access to classified or sensitive information or media for the protection of national defence secrets or the use of such information or media, the Contractor must comply with the provisions of the IGI 1300 in force.

The Contractor acknowledges having taken notice of the legislation applicable in this field and in particular the criminal penalties that they provide for in the event of a breach, even if involuntary, of national defence secrecy.

In particular, the Contractor is required:

- in the case of a classified contract, to protect classified defence information or media to which it has access or has in its possession for the purposes of the Contract;
- in the case of a sensitive contract, to take the precaution measures, including to its workers, aimed at ensuring that the conditions of performance of the Contract do not compromise the security or essential interests of the State.
- if the contract concerns sensitive information for the protection of the nation's scientific and technical heritage, the related regulations must be respected by the Contractor.

The Contractor must comply with:

- the provisions specified, where applicable, in the contractual security plan within the meaning of general inter-ministerial instruction (IGI) No. 1300 in force as well as the elements specified in the Contract;
- the rules applicable to their use, reproduction and dissemination provided for in the Contract and in Article 11 of these T&C for the information that the CEA identifies as classified or sensitive.

Any breach or non-compliance by the Contractor of the provisions above, even when resulting from lack of care or negligence, may lead to termination of the Contract under the conditions of Article 39.2 of these T&C, without prejudice to the penalties stipulated by the French Criminal Code.

Article 16.4 Radiation Protection

16.4.1 Radiation Protection Adviser

During the performance of the Contract, if the activities carried out by the Contractor lead to the implementation of at least one of the measures provided for in Article R. 4511-111 of the French Labour Code, the Contractor shall appoint or call upon a Radiation Protection Adviser (CRP). This may be an individual (a person competent in radiation protection) or a legal entity (organisation competent in radiation protection - OCR).

The Contractor shall communicate its CRP's contact information to the CEA (Installation Manager, Installation Contract Management or Client's representative in the event of a building or civil engineering site) before the performance of the Contract begins.

The Contractor shall ensure that the CPR it has appointed to work at the CEA and/or the OCR with which it has contracted have the levels of training certificates appropriate to the radiological issue of the service and shall make them available to the CEA.

The Contractor shall involve its CRP in the definition and implementation of prevention measures. In this respect, the CEA's CRP shall make all useful contacts with the Contractor's

CRP, who is in particular required to take part in the joint preliminary inspection and the regular inspections and coordination meetings stipulated in Articles 14.1 *et seq.* of these T&C.

16.4.2 Individual enhanced monitoring of workers' health in the event of exposure to ionising radiation in establishments with a basic nuclear installation (BNI) or secret basic nuclear installation (SBNI)

Enhanced individual monitoring of the health of the Contractor's workers exposed to ionising radiation and working in a CEA centre housing a basic nuclear installation or an individual installation within a secret basic nuclear installation is provided under the conditions defined by Article 15.2 of these T&C.

16.4.3 Dosimetry monitoring

The Contractor shall be responsible for the individual dosimetry monitoring of its workers classified in category A or B or where the effective dose exclusively related to radon is likely to exceed 6 millisieverts over the next 12 consecutive months in performing the professional activities referred to in Article R. 4451-1(4).

In this respect, it shall provide them with, in particular, a delayed-reading dosimeter suitable for the type of radiation and exposure level and ensure that it is worn under the conditions required by the supplier.

The Contractor undertakes to report to the competent authorities in order to organise the dosimetry monitoring required for SISERI (dosimetry database of workers exposed to ionising radiation). To this end, the Contractor shall register with SISERI the administrative information relating to its company and its SISERI contacts. It also undertakes to record the administrative information relating to each worker so monitored.

For operations in controlled areas, when using an operational dosimetry system compatible with that of the CEA, the Contractor shall supply its classified and unclassified workers with operational dosimeters and ensure that they are maintained and regularly checked in accordance with the regulations. If the system is not compatible, the CEA shall provide the Contractor with operational dosimeters and ensure that they are regularly maintained and checked, in return for a financial consideration.

16.4.4 Use of sources of ionising radiation

Where the Contractor uses a sealed source in a CEA Installation, it shall send to the CEA the documents related to the authorisation of use issued by the competent nuclear safety authority.

Where the Contractor brings a sealed source in its possession into the CEA centre, it shall inform the CEA of the characteristics of the source and send it the documents related to the holding authorisation issued by the competent nuclear safety authority.

Article 16.5 Security of information systems

Where the Contract concerns an information technology service, the Contractor shall provide a security assurance plan and appoint an IT security officer.

The service shall be carried out in accordance with the specific requirements expressed in the contract or in a security appendix and at least in accordance with the charter of use of the IT resources and the IS security policy of the CEA.

Services on IT systems subject to specific regulations (GDPR, SIIV (information systems of vital importance), etc.) comply with the reference texts and the CEA's application documents.

Article 17 - MEASURES IN THE EVENT OF NON-COMPLIANCE WITH APPLICABLE PROVISIONS REGARDING SECURITY – NUCLEAR SAFETY – RADIATION PROTECTION – ENVIRONMENT

Article 17.1 Terms of application

The provisions of this Article may apply simultaneously or in succession.

Article 17.2 Total or partial suspension of performance of the contract

In the event that the Contractor or one of its Subcontractors, whatever its position in the subcontracting chain, fails to comply with the provisions of this Section, or in the event of danger to persons or property, performance of the Contract may be suspended by the CEA in whole or in part at any time, without prejudice to the full liability of the Contractor, until the Contractor has taken the prevention measures necessary to return to a normal situation, certified by the CEA (Installation Manager, Installation Contract Manager or Client's representative in the case of a building or civil engineering site).

The Contractor shall remain liable to the CEA for all the harmful consequences for the CEA and the suspension of the Contract and, in particular, the additional costs resulting from this suspension.

Article 17.3 Penalties

If the Contractor or one of its Subcontractors, whatever their position in the subcontracting chain, fails to comply with the provisions of this Section, and in particular Article 13.2, the Contractor shall be liable to the CEA, as an immediately applicable penalty, without prejudice to wider damages and without the need for advance notice, for a penalty of 1%, per incident, of the total amount, exclusive of taxes, of the supplemented or amended Contract. The cumulative amount of these penalties may not exceed 10% of the amount, exclusive of taxes, of the Contract.

Article 17.4 Termination of the Contract

If the Contractor or one of its Subcontractors, whatever its position in the subcontracting chain, fails to comply with the provisions of this Section, the CEA may terminate the Contract under the conditions stipulated in Article 39.2 of these T&C.

The Contractor may not claim any compensation. However, it shall remain liable to the CEA for all the harmful consequences for the CEA of termination of the Contract and in particular, but not limited to, a delay or interruption to the services or additional costs resulting from the signing of another contract replacing the previous one.

SECTION 7 – RESOURCES FOR PERFORMANCE OF THE CONTRACT

Article 18 - RESOURCES PROVIDED BY THE CONTRACTOR

Article 18.1 Personnel resources

The Contractor shall assign a sufficient number of trained, fit, qualified and competent personnel to the performance of the Contract to ensure the quality and continuity of the service, in particular in the event of absence, whatever the cause, of the personnel normally responsible for the service.

Article 18.2 Material resources

The Contractor shall supply all the material resources, in particular equipment, tools, lifting appliances and utilities, necessary for performance of the Contract.

The resources supplied by the Contractor must be identified as belonging to it and must comply with the applicable regulations and standards in force.

The Contractor and its Subcontractors shall use material resources in perfect working order and in accordance with the proper regulations in force, in particular with regard to the verifications and calibrations to which they are subject. Evidence that the material resources are compliant (e.g. calibration reports, technical documents, initial inspections, verification reports) shall be made available to the CEA.

These material resources must be used as intended, in accordance with the specifications and procedures of use.

The Contractor is responsible for the choice, supply, verifications, maintenance and inspections of its personnel's personal protective equipment necessary due to the risks associated with the work (e.g. work clothes, gloves, goggles, safety shoes, security harness) and any specific risks identified in the installation in which the work is carried out (in particular, filtering masks and cartridges and safety goggles, etc.).

In accordance with Article 21.2 of these T&C, the CEA may verify that the Contractor is complying with its requirements at all times. If it fails to do so, the Contractor shall be liable to the CEA for an immediately applicable penalty, without prejudice to further damages and without the necessity for advance notice, of 1% of the total amount, exclusive of taxes, of the supplemented or amended Contract per breach observed. The cumulative amount of these penalties may not exceed 10% of the amount, exclusive of taxes, of the Contract.

All the material resources dedicated solely to meeting the CEA's needs and purchased by the Contractor for performance of the Contractor shall, unless this right is expressly waived, become the property of the CEA when it has paid for them in full.

Article 18.3 Information technology resources

If interconnection with CEA networks is required, the CEA shall provide the hardware. If the hardware is supplied by the Contractor, it shall be configured and used in accordance with the provisions of the Contract.

Article 19 - RESOURCES PROVIDED BY THE CEA

Article 19.1 Conditions of provision

Where the CEA provides the Contractor with moveable or immovable resources, working equipment or personal protective equipment, this shall be stipulated by the Contract (or give rise to a specific loan agreement) and by the prevention plan.

A report regarding the condition of such resources and witnessed by both parties, shall be drawn up when those resources are provided to the Contractor. As required, all the documents necessary for their operation, and the reports of the latest regulatory regular checks up to date, if applicable, shall be attached thereto. On request, the Contractor may have access to the history of the documentation possessed by the CEA for each resource provided.

From the date these resources are provided, the Contractor becomes their custodian and shall assume all liability regarding their storage and use until they are returned.

The Contractor undertakes to use these resources in accordance with the conditions of use defined by the CEA (IT charter, prevention plan, etc.).

The Contractor is required to ensure that these resources are adapted for the use for which they are intended.

The Contractor is responsible for storing and maintaining them and training its personnel in using them properly.

If the Contractor is subject to any attachment procedure, it undertakes to separate the resources and express all protests and reservations so that the resources made available by the CEA cannot be confused with its own.

The Contractor shall bear the costs and risks linked to transporting the resources made available to it.

The Contractor may only use the resources made available to it for the purposes stipulated in the Contract, in accordance with the instructions for use, and is not permitted to modify them, disclose them or give them to third parties, or indeed copy them, even partially.

Land or premises shall always be provided on a temporary basis. In no event may such provision be considered as equivalent to a lease and/or give rise to any right for the Contractor to remain in the premises.

The CEA providing resources does not exempt the Contractor from liability in performance of the Contract and from performing its contractual obligations.

Article 19.2 Return and restoration obligation

The Contractor undertakes to return the resources made available to it by the CEA, when the Contract ends, whatever the cause.

The Contractor shall return the resources with all the documentation necessary to use them, updated by it and in particular including certificates of works, maintenance, repairs and regular regulatory inspections that have been carried out during the period for which they have been entrusted to it.

A report witnessed by both parties shall be drawn up regarding the return.

Resources destroyed, lost, stolen or damaged shall be, as chosen by the CEA, replaced by the Contractor with identical products or the CEA shall be entitled to claim their replacement or repair value from the Contractor.

Article 20 - PROCUREMENT

At the CEA's request, the Contractor shall provide a list of the suppliers it shall use for the performance of the Contract.

All costs incurred for supplies, both principal and accessory, are deemed to be included in the price of the Contract. Under the conditions stipulated in the Contract and when proof of billing has been provided by the Contractor, they may give rise to partial payments.

When the CEA pays for any supply, ownership thereof is transferred to it ipso jure, and it must be identified as such. In such an event, the Contractor shall keep and store it free of charge until it is incorporated into the supply chain within the scope of the Contract.

The Contractor shall transport the supplies, and more generally all materials and equipment necessary for performance of the Contract, to the required location, whatever the difficulties or length of the transportation.

The Contractor is required to use the types and qualities of materials, equipment and supplies stipulated in the Contract, and to state the details of their composition; the CEA reserves the right to request the modification or replacement thereof for reasons of safety or environmental protection.

SECTION 8 – PROVISION OF THE SERVICES

Article 21 - GENERAL TERMS AND CONDITIONS OF PERFORMANCE

Article 21.1 Illegal employment – Penalties

The Contractor undertakes to deliver to the CEA:

- at the time of the conclusion of the Contract and every six months from its signing, until the end of its performance, the documents required by Article D. 8222-5 (if established in France) or in Article D. 8222-7 (if established abroad) of the French 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 French Labour Code), or any provision replacing it.
- the attestations and certificates issued by the competent authorities and bodies proving that the Contractor has met its tax and social security obligations (French decree of 22 March 2019 establishing the list of taxes and social security contributions giving rise to the issue of certificates for the awarding of public procurement contracts) or any provision replacing it.

The Contractor must ensure, at the time of entering into the contract, and throughout its performance, that its suppliers and Subcontractors also comply with these provisions.

If the Contractor does not comply with these obligations, it shall incur penalties. The amount of these penalties shall not exceed 10% of the total amount, exclusive of taxes, of the supplemented, amended, and revised Contract. They also may not exceed the amount of the fines incurred pursuant to Articles L. 8224-1, L. 8224-2 and L. 8224-5 of the French Labour Code.

Furthermore, if the Contractor does not submit the above required documents during performance of the contract after they are requested by the CEA, it shall incur a penalty of €500 excluding tax per breach.

Article 21.2 Posted employees

In the performance of the Contract, the Contractor undertakes to:

- pay the posted employees assigned for its performance in compliance with the statutory and contractual minimum wage;
- respect, with regard to the posted employees, the statutory and contractual provisions applicable in the matters listed in Article L. 8281-1 of the French Labour Code or any other replacement provision;
- where appropriate, offer the posted employees collective accommodation in conditions compatible with human dignity.

It shall ensure that its Subcontractors, whatever their position in the subcontracting chain, comply with these commitments.

Any breach of these commitments may result in the termination of the Contract at the initiative of the CEA on the basis of Article 39.2 of these General Terms and Conditions of Purchase.

Article 21.3 Supervision and verifications by the CEA

The CEA shall monitor and supervise the performance of the Contract, regardless of the supervision and verifications required of the Contractor.

In this respect, it may verify the compliance of the materials, equipment, supplies and services with regard to the provisions of the contractual documents stated in Article 6 of these T&C.

Inspections may be conducted by the CEA or any duly empowered representative at any time. At the CEA's request, the Contractor is required to:

- provide all information regarding the performance of the Contract of which the CEA considers it necessary to be informed;
- submit to the CEA the invoices and other documents that can be used to verify the nature and origin of the materials supplied;
- ensure that the CEA's representatives have free access to sites, plants and workshops, including those of Subcontractors and suppliers.

The Contractor shall send the CEA the results and reports of all inspections or tests, whether compulsory or otherwise, regarding the performance of the Contract.

If during any inspection and/or verification, it appears that all or part of the Contract has not been performed in accordance with the contractual specifications, the CEA may request that the services are repeated, at the Contractor's expense and risk, until the Contractor fulfils its obligations.

In any event, the inspections and verifications conducted by the CEA:

- shall in no way limit the Contractor's liability under performance of the Contract; - may not be deemed as acceptance, of the Contract, even in part;
- may not give rise to claims and/or disputes regarding the price and/or deadline and/or performance level expected.

Article 21.4 Performance review meeting

The Contractor is required to attend Contract performance review meetings or to appoint a duly empowered and qualified representative to do so.

Any absence from these meetings shall be penalised at the rate of €500 exclusive of taxes per absence.

A written minutes approved by both parties shall be drawn up following each review meeting and distributed to the Parties.

Article 21.5 Review of the performance of the Contract

At the CEA's request, the Contractor undertakes to complete any document regarding the performance of the Contract and monitoring the services.

Article 21.6 Suspension or termination of the performance of the Contract

The CEA may require the total or partial temporary suspension of the services of the Contract.

The Contractor may receive compensation for the suspension of services within the limitation of the certain and direct loss it has sustained, which it must prove. The Contractor undertakes to send the supporting documents within 30 days of the decision to end the suspension.

In the event of partial performance of the services, the CEA reserves the right to pronounce a partial acceptance corresponding to the services validated by the CEA and to authorise partial invoicing for the corresponding payment term. The agreement of the Parties shall be formalised by the signing of the partial acceptance report. This partial acceptance report shall not in any way constitute acceptance of the services.

During the suspension period, in the event the CEA notifies the Contractor that the suspension is final, the Parties shall agree on how to address the consequences of this notification.

Article 22 - ADDITIONAL PROVISIONS TO WORKS CONTRACTS

Article 22.1 Documents to be drawn up by the Contractor

The technical requirements of the Contract stipulate the technical documents (plans, notices, calculations, etc.) and the number of copies the Contractor must draw up and set the deadline by which these documents must be submitted to the Project Manager and to the Technical Inspector.

The technical documents listed in this Article shall be submitted to the Project Manager and to the Technical Inspector so that they can verify them and, if necessary, correct them before approving them.

Approval given by the Project Manager and the Technical Inspector does not release the Contractor from its obligation to comply with the Contract and does not discharge its liability.

If a modification is required by the Project Manager and/or the Technical Inspector, the Contractor can present written objections, with an explanation, within a period of eight working days.

The Project Manager shall inform the CEA as to whether it accepts or rejects the objections made by the Contractor.

If the Contractor fails to submit the documents stated in this Article to the Project Manager and the Technical Inspector and/or does not take into consideration the modifications

required by them, it shall be fully liable for the consequences of this omission, which may lead to the work performed being refused, and demolished at its own expense.

The Contractor shall also be liable for any delay in performing the work as a result of the late submission of the documents stated in this Article and for any corrections or additional studies required to update them.

If the Project Manager is absent, the Contractor shall fulfil the aforementioned obligations with regard to the CEA.

Article 22.2 Management of works

The Project Manager is responsible for the management, monitoring and supervision of the works. The Contractor is required to comply strictly with the orders of the Project Manager.

Relations between the Project Manager and the Contractor shall be established by the following documents:

- Notices to Proceed drawn up and issued by the Project Manager following approval from the CEA (failing this, for performance details, the clarifications given by the Project Manager during site meetings and included in the weekly reports).
They shall be drawn up by the Project Manager in duplicate. The Contractor must return one of the two duplicates to the Project Manager, with a signature. If the Contractor considers that the requirements in the Notice to Proceed call for reservations by it, it must, on pain of invalidity due to lapse of time, submit them to the Project Manager in writing, within 15 days, from the date of notification of receipt of the Notice to Proceed;
- the documents making up the Contract.

The Contractor must request the Notices to Proceed and written instructions or diagrams it may require with sufficient notice.

Article 22.3 Site meetings

The Contractor is required to attend site meetings or to appoint a duly empowered and qualified representative to do so.

Any absence from site meetings shall be penalised at the rate of €500 exclusive of taxes per absence.

Site meetings shall take place once a week unless the CEA decides otherwise. The date and time shall be set in the first week following the opening of the site.

Written minutes approved by both parties shall be drawn up following each site meeting and distributed to the parties involved in providing the services.

Site meetings shall be separate from meetings organised about Safety - Nuclear Safety – Radiation Protection, as stipulated in Section 6 of these T&C.

Article 22.4 Scheduling - Planning and management - Coordination

Scheduling, planning and management, and coordination duties are, as necessary, performed by a specialist service provider, the OPC.

The Contractor shall make available to the OPC, free of charge, all the necessary documents for the OPC to perform its duties, including in particular:

- the architect's plans, technical plans, etc.;
- detailed estimates, technical memorandums, reports, procedural descriptions, etc.

The Contractor is required to provide the OPC with all the information on the resources and techniques used, and to ensure that the information supplied is accurate.

The Contractor undertakes to collaborate with the OPC and to assist it with its duties, by seeking with it for the measures to be implemented in order to meet the completion deadline, and if necessary to reduce delays, whether or not the Contractor is responsible for them.

Article 22.5 Protection of structures

The Contractor must insure the materials, equipment, installations, supplies and tools against any damage they may sustain due in particular to bad weather, and must repair or replace at its own expense any damaged structures, whatever the cause of such damage is, unless any claim is made against the third party responsible for such damage.

The Contractor is liable for the harmful consequences of thefts and damage of any kind which may occur on the construction site. It shall in particular be liable for those of which the occurrence is facilitated by its negligence or those committed by its agents.

The Contractor shall not be awarded any compensation or increased price and/or extended completion deadline due to losses, breakdowns, delays or damage caused by negligence, lack of foresight, insufficient resources, errors or bad weather.

Article 22.6 Construction defects

When the CEA or the Project Manager alleges that there are construction defects in the structures constructed by the Contractor, it may, by Notice to Proceed, either during performance or before acceptance, order any measures that can reveal the alleged defects.

The resulting expenses shall be borne by the Contractor when construction defects are found and recognised, and by the CEA when this is not the case.

The demolition of all or part of structures, which may be required if defects are found and recognised, shall be the responsibility of the Contractor. The same applies to rebuilding these same structures or part of structures; no compensation shall be paid, and the price and deadline shall not be changed.

SECTION 9 – DEADLINES

Article 23 – COMPLETION DEADLINES

Article 23.1 General provisions

The Contract performance deadline(s) is (are) set in the contractual documents as stated in Article 6 of these T&C.

The Contractor shall submit a detailed performance schedule to the CEA by the date when performance of the Contract starts.

The Contractor shall keep the detailed performance schedule updated and show any change in deadlines and/or stages and/or dates agreed, as the Contract is in progress.

Article 23.2 Performance of the Contract

The Contractor is required to abide by the performance deadline(s). To this end, it must:

- maintain a sufficient number of personnel with the required skills;
- have all equipment, supplies, tools, machinery, and resources necessary and appropriate for the proper performance of the Contract.
- comply with and anticipate the procedures necessary for the performance of the Contract, in particular to access the CEA Centres and, where applicable, the clearance of personnel or administrative investigation procedures within the meaning of the IGI 1300 in force;
- ensure that its Subcontractors implement the same provisions to ensure the timely performance of the Contract.

In the event a delay is observed in performance of the Contract, the Contractor must take all measures to accelerate it, at its sole expense, and without prejudice to the application of the delay penalties provided for in Article 24 of these T&C, whether or not the CEA has given it formal notice to do so.

Article 23.3 Modification of a completion deadline

The Contractor must inform the CEA of any event that may modify the completion deadline when it occurs or within the next 8 calendar days.

Where such events cannot be attributed to the Contractor, and the Contractor has done its utmost to limit the effects thereof, the completion deadline may be extended by means of an addendum.

Unless the CEA agrees, extensions of the contractual deadlines accepted by the CEA may not give rise to any compensation whatsoever in favour of the Contractor.

In all other circumstances, the Contractor's failure to adhere to the completion deadline shall lead to the application of delay penalties as provided for in Article 24 of these T&C.

Article 24 - DELAY PENALTIES

If the completion deadline (extended as stated in Article 23.3 if applicable) is not met, whether this is the final or an interim deadline, the Contractor shall owe the CEA, as an immediately applicable penalty, without prejudice to further damages and without the need for prior notice, penalties calculated per calendar day of delay, at the rate of 1/1000th of the amount, exclusive of taxes, of the supplemented, amended, or revised Contract.

These delay penalties may not exceed 10% of the total amount, exclusive of taxes, of the supplemented, amended, or revised Contract.

They are applicable without prior notice and the CEA may invoice the Contractor for such penalties at any time.

Penalties invoiced during the performance of the Contract due to a delay in meeting an intermediary deadline constitute provisional penalties, which become definitive when the contractual deadlines expire. They shall be determined by comparing the actual completion dates with the contractual deadlines. The penalties applied provisionally shall be returned in full or in part if the delay is fully or partially recovered.

Delay penalties shall not be deemed as granting discharge from obligations. Furthermore, they are separate from other penalties to which the delay may give rise, in particular termination of the Contract under the conditions of Article 39.2 of these T&C.

In the event of a Consortium, the CEA shall send the invoices for delay penalties to the lead contractor, who shall be in charge of sharing those amongst the members of the Consortium responsible for the delays.

In the event of delay in the delivery of the documents provided for in the Contract, the CEA reserves the right to withhold a specific deduction of 5% of the final (possibly revised) Contract price, exclusive of tax, until all such documentation is delivered.

SECTION 10 – FINANCIAL PROVISIONS

Article 25 - CONTRACT PRICE

Article 25.1 General provisions

The price shall be stated in the Contract. In the absence of any indication to the contrary, it is a fixed global price. The price shall be stated exclusive of value added tax (VAT) and customs duties. It shall be indicated in euros.

A fixed price shall mean the price remunerating the Contractor for performing all or part of the Contract, whatever the quantities delivered or performed and the resources necessary to do so. It shall be referred to as a total price when it is made up of the sum of the prices of the services that are the subject of the Contract.

The price may be subject to variation under the conditions stipulated in Article 25.2 of these T&C.

Article 25.2 Price variation

Any variation in the price shall be based on the month when the Tender was submitted. The Contract may provide for an update, adjustment or review of the price.

The Contract is entered into at a price to be updated in accordance with changes in economic conditions between the date of submission of the Tender and the start of performance of the Contract. Such updated price shall remain firm throughout performance of the Contract.

The Contract shall be entered into at a price that can be adjusted where its changes are calculated on the basis of a reference representing the changes in the price of the service, as defined in the Contract.

The Contract shall be entered into at a price that can be revised where it can be modified by a formula producing a contractual price from a breakdown of the service into its elementary costs. The terms of application of this price revision formula shall be set, as applicable, in the Contract. The price shall only be adjusted or revised within the limitation of the contractual performance deadline.

The updating, adjustment or revision coefficients shall be rounded down to the nearest thousandth.

If any one of the price revision formulae is no longer available, the Parties shall consult each other to choose a replacement index in good faith.

Article 25.3 Content of the price

The CEA reserves the right to request that the Contractor break down its price when the Tender is submitted. The price breakdown shall show, in particular:

- the direct expenditure broken down into labour costs, main supplies and equipment costs;
- local and head office overheads;
- the margin for profits and unexpected expenses.

The Contractor recognises that the price takes into account all requirements, warranties, constraints and obligations resulting from the Contract, profit for the Contractor, taxes and fees of all kinds, and all costs, charges and unexpected expenses that may result from the performance of the Contract and, in particular, those connected to:

- labour, including salaries, social security contributions, bonuses and various allowances for travel expenses;
- the safety and protection devices that the Contractor is required to install in accordance with the appropriate legislation in force and their commissioning, maintenance and removal;
- any tests and the costs of studies, drafting and the distribution of working plans;
- packaging costs;
- the carriage of equipment and materials to the place of use, regardless of the distance to be covered and the resources required due to the layout of the premises, and in particular loading, unloading and lifting costs;
- all the site installations, site utilities, means of transport, equipment, scaffolding, machinery, and tools of any kind necessary for the performance of the Contract with, where applicable, all handling the site may require;
- the difficulties of accessing the premises, obstructions or narrow access ways and premises, and the simultaneous presence on the premises of several companies;
- connections to water, electricity and sanitation networks;
- the implementation of the provisions regarding Safety - Nuclear Safety - Radiation Protection, in particular those connected to the coordination of works and coordination regarding safety and health protection;
- insurance costs, except for those covered by the CEA;
- the use of patented procedures or devices and the use of software use rights and licences and more generally the use of all intellectual property rights;
- the cost of acquisition or use of all of the Own Knowledge of the Contractor or of the Subcontractors;
- the charges and financial consequences resulting from the technical requirements of inspection and prevention organisations in the context of their work;

- the establishment and maintenance of provisional site structures such as communication pathways, car parks, water flow systems, installations necessary for the supply of water, electricity, compressed air, telephone and more generally, the Contractor's contribution to joint expenses or a proportional share;
- performance of the Contract in controlled or regulated access areas, and the costs incurred by regulatory and/or contractual requirements regarding quality and Nuclear Safety;
- the costs connected to the opening and closing of the site, and clearing rubble and waste from the site;
- the assignment or concession of intellectual property rights over the Results and Own Knowledge;
- where appropriate, the consideration of measures to protect secrecy.

Article 25.4 Taxation

Contracts relating to the supply of goods are subject to VAT at the rate in force at the time of the operative event. For such contracts, the applicable VAT shall be payable at the time of the transfer of ownership.

For contracts relating to services or works, each payment term shall be subject to VAT at the rate in force on the day of the operative event. The Contractor undertakes to indicate on its invoices whether it is authorised by the tax authorities to pay VAT on the basis of the debits.

Article 25.5 Consortium (Groupement momentané d'entreprises - GME)

If the Contract is entered into with a Consortium, the price associated with each part of the Contract is deemed to include the expenditure and margins of each member of the Consortium for the performance thereof, including any charges that such a member may be required to reimburse to the lead contractor.

The price associated with the lead contractor's part of the Contract is also deemed to include the expenses and margins regarding the measures to be taken to remedy any failings by the other members of the Consortium and the consequences of these failings.

If the Contract does not state any particular provision for paying expenses to the lead contractor resulting from its work of coordination of the members of the Consortium, these expenses shall be considered as being covered by the price associated with each part of the Contract.

Article 25.6 Subcontracting

For subcontracting, the price is deemed to cover the costs of the Contractor coordinating and overseeing the Subcontractors and the consequences of any failure by such Subcontractor(s).

Article 25.7 Customs exemptions scheme

Due to its activity, the CEA is entitled to an exemption from customs duties applicable to the import of scientific instruments and devices and spare parts under the conditions of Council Regulation (EC) No. 1186/2009 and the French Official Customs Bulletin No. 6558 of 26 July 2002.

To this end, the Contractor undertakes to supply, within an appropriate time frame, the documents necessary for the CEA, its authorised customs representative (forwarding agent), or the Contractor's forwarding agent to submit the application for exemption from customs duties.

With respect to the items that are the subject of the Contract, the Contractor undertakes to state in its Tender and on the sale documents (e.g. contract, invoice) their customs origin and the last country from which they have come.

The Contractor shall inform the CEA, at least one month before the actual arrival date of the merchandise so that the CEA can process the application for exemption before the import declaration is filed. Otherwise, the amount of the customs duties unduly paid by the CEA shall be borne by the Contractor.

Article 25.8 Incoterms

The Contractor undertakes to comply with the conditions of delivery of the goods covered by the Contract as set out in the Incoterms published by the International Chamber of Commerce.

Article 25.9 Export controls

The Contractor undertakes to carry out all the formalities related to the export of the goods covered by the Contract, including, where applicable, obtaining licences and/or export authorisations.

Article 25.10 Cost control

Pursuant to the provisions of Article 54 of French Finance Act No. 63.156 of 23 February 1963 and the French Public Procurement Code, the Contractor accepts that the CEA shall verify the validity of the contract prices or have them verified by a duly authorised representative in accordance with Article 4 of French Decree No. 64-4 of 6 January 1964 organising the cost control procedures for certain contracts.

To this end, the Contractor undertakes to:

- 1- Isolate in its accounts the transactions relating to the performance of the Contract and to make it possible to identify:
 - expenditure on supplies of all kinds intended to be used in the composition of the services covered by the Contract,
 - costs regarding labour actually and exclusively used for the performance of the said services,

- all other individualised charges directly applicable to the Contract, including customs,
 - all indirect charges attributable in part only to the Contract, including taxes.
- 2- Produce its general accounts and the profit and loss statement of the contract together with the main justifications on simple request,
 - 3- Present on site, if the CEA deems it useful, all supporting documentation for such expenditure and, in particular, the proposals and invoices of its Subcontractors and the time sheets of its personnel,
 - 4- Obtain from its suppliers and Subcontractors and produce, at the request of the CEA or its representative, the same supporting documentation for the actual cost of the services performed by them.
 - 5- Present the organisation charts on simple request.

If, after formal notice, the Contractor fails to provide documents, gives erroneous information, or obstructs verification, the CEA may decide to suspend payments up to a maximum of 1/10th of the amount, exclusive of taxes, of the Contract.

In the event of a breach by the Contractor, the Contract may be terminated by the CEA ipso jure without legal formalities and without prejudice to any damages.

Article 26 - PARTIAL PAYMENT AND ADVANCE PAYMENT

Article 26.1 Partial payment

A partial payment is a payment made by the CEA to the Contractor after completion of part of the Contract.

The partial payment shall be paid after the related service is deemed to have been performed.

Its amount may not exceed the value of the services or the value of the supplies with which it is associated.

Article 26.2 Advance payment

An advance payment is a sum paid in advance by the CEA to the Contractor for performance of part of the Contract.

The CEA shall pay an advance to the Contractor of a defence or security contract in accordance with the terms defined by the French Public Procurement Code or any subsequent regulatory text on the basis of an advance request invoice issued by the Contractor.

Apart from this situation, advance payments are prohibited except with the agreement of the CEA and at the request of the CEA. They may be granted only after the Contractor has provided a first-demand guarantee for the same amount.

They may not exceed the minimum percentages, as defined by the regulations in force, of the fixed or confirmed amount, exclusive of taxes, of the Contract.

The advance shall be repaid through deduction from the sums owed to the Contractor by the CEA after the payment instalment taking place three months after the start of the services, then on the following payment instalments until the sum corresponding to the amount of the advance has been discharged.

Advance payments must be returned to the CEA in the event that the Contract is terminated before the service for which the advance payment is made has been provided in accordance with the requirements of the Contract.

Article 27 - PAYMENT OF THE PRICE

Article 27.1 Payment methods

All payments shall be subject to receiving an invoice drawn up by the Contractor after the CEA has validated the service rendered.

The electronic invoice must be filed in the electronic invoicing tool. In the event of legal exemption from filing in this tool, the paper invoice must be sent by traditional mail to the address indicated in the Contract.

Invoices shall be paid within 30 days of the date of receipt by CEA of the invoice, provided that the performance is declared by CEA to be in accordance with the conditions of the Contract and of Section 11 of these T&C.

In the event of late payment, the interest rate for late payment shall be that set by the applicable regulations.

In the event of purchases made by the CEA in the name and on behalf of a third party, invoices must be sent to the CEA and include the following information: "Acting in the name and on behalf of the company ... (to be completed), domiciled at... (to be completed), identified under number FR... (to be completed) and SIREN number... (to be completed)".

Article 27.2 Payment in case of a Consortium (GME)

If the Contract is signed with a Consortium, only the lead contractor is authorised to submit invoices.

Payment for the services provided shall be made to a single account opened by the lead contractor unless the Contract provides for distribution of payments amongst the members of the Consortium and states the means of such distribution.

Article 28 - OFFSETTING

The CEA may, ipso jure, legally and financially offset any sum it may owe to the Contractor and any sum due to it by the Contractor pursuant to the Contract or any other debt.

The CEA and the Contractor shall each issue the corresponding invoice.

Article 29 - PROVISIONS SPECIFIC TO WORKS CONTRACTS

Payment for the Contract shall be made on the basis of monthly statements drawn up during the performance of Contract and a general statement after acceptance of the Contract.

Article 29.1 Monthly statements

29.1.1 Content of statements

Each month the Contractor shall submit a draft monthly statement to the Project Manager.

This draft monthly statement shall show in particular on the last day of each month:

- the total and detailed amount of the share of the work performed;
- where applicable, the total amount of additional work performed.

29.1.2 Calculation and payment methods

The draft monthly statement drawn up by the Contractor shall be duly verified by the Project Manager, who forwards it to the CEA with any observations and proposals.

On the basis of this draft monthly statement, the CEA shall inform the Contractor of the amount to be invoiced, which is deemed as a monthly statement.

Invoices shall take into account the partial payments previously made, penalties, and, more generally, all sums payable by or benefiting the Contractor.

These amounts are not definitive and are not binding on the Parties.

Article 29.2 Final statement and general statement

29.2.1 Preparation and sending of the final statement

When the works are completed, the Contractor, simultaneously with the draft monthly statement associated with the last month in which said works were performed or instead of this draft, shall draw up the draft final statement establishing the total amount of the sums it can claim pursuant to performance of the Contract.

The draft final statement is the request for final payment by the Contractor. It shall be drawn up using the same basic prices as the draft monthly statements and include the same sections as such statements. The Contractor shall be bound by the information and amounts shown on the draft final statement.

The draft final statement shall be submitted to the Project Manager within 45 calendar days from the date of acceptance of the works, with or without reservations. This period is reduced to 15 calendar days if the Contract completion deadline does not is less than three months.

In the event of reservations, the Project Manager must take them into account in the draft final statement.

If the Contractor does not submit the draft final statement within the time limited stipulated above, the final statement may be drawn up automatically, after formal notice has remained without effect, by the Project Manager at the Contractor's expense. It shall then be sent to the Contractor with the general statement.

The draft final statement drawn up by the Contractor shall be accepted or amended by the Project Manager. It then becomes the final statement.

29.2.2 Preparation and sending of the general statement

The Project Manager shall then draw up the draft general statement, which includes, in particular:

- the final statement as defined in Article 29.2.1;
- a summary of the payment of statements;
- the balance established using the final statement and the latest monthly statement.

The draft general statement shall be signed by the CEA.

On the basis of the draft general statement, the CEA shall draw up the general statement.

The general statement shall be signed and sent to the Contractor by registered letter with acknowledgement of receipt or by any other means having the same evidential value 45 calendar days after the date the Contractor submits the draft final statement to the Project Manager.

This period shall be reduced to 30 calendar days for Contracts where the completion deadline does not exceed 3 months.

Within a period of 45 calendar days of its sending, the Contractor shall forward the signed general statement to the CEA, with a copy to the Project Manager, with or without reservations, or shall state the reasons for refusing to sign it. This period shall be reduced to 30 calendar days if the Contract completion deadline is less than 3 months from the start date.

29.2.2.1 Failure to submit by the deadline

If the Contractor has not forwarded the general statement to the Project Manager under the conditions of Article 29.2.2, it shall be deemed to have accepted this general statement, and this acceptance shall be definitively binding on the Parties. It shall become the definitive general statement for the Contract.

29.2.2.2 Absence of reservations

If the general statement is signed without reservations, said acceptance is definitively binding on the Parties. It shall become the definitive general statement for the Contract.

29.2.2.3 Refusal or reservations

If the Contractor refuses to sign the general statement, or does so with reservations, it must state the grounds for this refusal or the reservations in a claim report, which specifies the amount of the sums it is claiming in payment together with supporting documentary evidence, showing, on pain of invalidity due to lapse of time, claims previously made and for which definitive payment has not been made. This report must be sent to the CEA under the conditions of Article 29.2.2.

If partial reservations are made, the Contractor is bound by its implicit acceptance of the parts of the statement with which these reservations are not connected.

The CEA then has a period of 30 calendar days, if the Contract completion deadline is three months or less from the start date, and 45 calendar days, if the Contract completion deadline is more than three months from the start date, from the date of receipt of the Contractor's report, to state in writing whether or not it accepts the observations made in the report.

If the CEA does not respond within these periods, the Contractor's observations shall be deemed to have been rejected.

If the Contractor does not accept the CEA's explicit or implicit decision about its report, it must refer the matter to the competent jurisdiction within a period of 30 days from the date of notification of the CEA's decision or from expiry of the periods stated in paragraph 3.

Otherwise, the Contractor shall be considered to have accepted the CEA's decision and any later claim shall be inadmissible.

29.2.2.4 Refusal or reservations without explanation

If the Contractor has sent the general statement to the CEA within the period of 30 calendar days or 45 calendar days set in Article 29.2.2 but has not given an explanation for its refusal or has not stated in detail the reasons for its reservations, specifying the amount of its claims, it is deemed to have accepted the general statement, and this acceptance is definitively binding on the Parties. It shall become the definitive general statement for the Contract.

SECTION 11 – ACCEPTANCE AND WARRANTY

Article 30 - GENERAL PROVISIONS

The Contractor shall initiate the acceptance. It shall be responsible for all the operations involved.

Acceptance is the event by which the CEA declares that it accepts the services covered by the Contract, with or without reservations or with a price reduction.

Acceptance is pronounced in the presence of both parties and gives rise to the drafting of a report. Acceptance indicates the transfer of custody and risks.

If reservations are made, the acceptance report shall list them and inform the Contractor of the period set to remedy the non-compliances found.

At the end of this period, the CEA shall pronounce:

- either that the reservations are resolved if the Contractor has remedied the non-compliances. A report witnessed by both parties shall be drafted to record the resolving of reservations;
- or a reduction in the price of the Contract if the services are not entirely compliant with the contractual stipulations but may nevertheless be accepted as is.

In the event of a price decrease, as a consequence of reservations not being resolved or otherwise, the CEA shall send the Contractor an offer to accept the services as is for an amount determined by it. The Contractor shall have a period of 15 working days to present any comments; once this period has ended, it shall be considered to have accepted the CEA's offer. If the Contractor makes any observations, the CEA then has 15 working days to give notice of its definitive decision.

If there are many or significant non-compliances in the services, the CEA reserves the right to refuse to accept them, without prejudice to the application of the delay penalties stipulated in Article 24 of these T&C. If the CEA refuses to pronounce acceptance, it shall notify the Contractor in writing. This notification can grant a period of 30 working days, valid as notice, to submit the Contract services for acceptance a second time. If they are still not compliant or if the Contractor does not meet the deadline to correct the non-compliances, the Contract shall be terminated under the conditions of Article 39.2 of these T&C.

When the subject of the Contract is subject to initial regulatory compliance inspections, and if there is no specific clause included in the Contract documents, acceptance includes these, which must be pronounced with the reservation, and they shall be borne by the Contractor.

Article 31 - ADDITIONAL PROVISIONS RELATING TO SERVICES

For services which only require a summary examination, acceptance shall be pronounced by the CEA immediately after they are provided.

For services requiring a more detailed examination, acceptance shall be pronounced by the CEA within a period of 15 working days after they are provided.

The Contractor undertakes to correct any error made by it, at its own expense, within one year from the date of acceptance, without prejudice to any compensation which may be awarded to the CEA.

Article 32 - ADDITIONAL PROVISIONS RELATING TO PROCUREMENT

Acceptance entails transfer of ownership of the supplies subject to the provisions of Articles 12.2 and 20 of these T&C.

The Contractor is responsible, at its expense and under its liability, for the unloading, storing and securing of supplies until they are accepted.

If the acceptance report contains reservations, the Contractor shall have a maximum of 15 working days to remedy the non-compliances found and stated in the acceptance report.

Article 32.1 Inspection at the place of manufacture

With a view to acceptance, the Contractor shall invite the CEA in writing, with a maximum of 15 working days' notice, to carry out the inspection of the equipment in the place of manufacture, specifying the CEA Contract number, the date and place of inspection and the details of the equipment to be inspected and the tests to be conducted.

The inspection conducted by the CEA shall not exempt the Contractor from any liability regarding the quality and compliance of the equipment with all legislation in force, in particular with respect to health and safety in the workplace, the obligations to supply the relevant certificates and more generally its liability pursuant to the contractual obligations.

Article 32.2 Assembly at the CEA site

The Contractor shall inform the CEA of the identity of the person responsible for assembly work within CEA Installations.

Under its own liability and at its own expense, the Contractor shall take the measures necessary to protect property and persons according to the risks inherent to carrying out assembly work.

The Contractor is responsible for all the activities involved in the successful completion of the assembly work, and in particular the costs for layout and measurement of the CEA

Installations, including any layout or marking device and the procurement of materials, tools, soldering workstations and machinery necessary for assembly work.

Before starting the assembly work, the Contractor has a strict obligation, on pain of bearing the consequences of its negligence, to do the following:

- ensure on site that the dimensions and indications on the plans provided to it by the CEA are accurate and that the CEA's Installations on which its equipment must be assembled have been constructed in accordance with these plans;
- draw the CEA's attention immediately to any parts of the Installations that, to the best of its knowledge, are not correctly constructed so that the equipment can be connected or installed or can function correctly.

Once the assembly work is completed, the Contractor shall carry out any closing, sealing or supports, or bear the costs thereof.

The Contractor shall also perform all calibration necessary to ensure the equipment operates correctly.

If equipment or installations belonging to the CEA or third parties are damaged by the Contractor, it shall repair or replace them as soon as possible. In an emergency, if the Contractor is not available, the CEA may issue an injunction, and if no response is received, it reserves the right to replace or repair the equipment or installation in question, at the Contractor's expense.

Article 32.3 Industrial commissioning

Where an advance industrial commissioning phase is necessary to pronounce acceptance, the Contractor shall be liable for its operation during this period. It shall carry out all reviews, repairs or modifications necessary to fulfil the conditions of the Contract at its own expense.

The equipment must operate without any incident requiring it to be stopped. However, the Contractor shall carry out any calibrations, adjustments and modifications it considers necessary in compliance with the requirements of any ongoing works and the operation of the CEA's Installations.

Furthermore, the Contractor may act during this operation only with the CEA's agreement and under the conditions set by the CEA. If it does not abide by these conditions, the Contractor shall bear the costs incurred for stopping the equipment.

If the interruptions to the equipment's operation occur at an abnormal frequency or if continuation of the industrial commissioning presents any dangers, the CEA has the right to interrupt the industrial commissioning after informing the Contractor.

Once it has been made compliant, the equipment shall be restarted and the contractual duration of the period stipulated for industrial commissioning shall be extended for the duration of the interruption.

If interruptions due to the Contractor's equipment or personnel lead to additional costs for other service providers, the Contractor shall be liable for such costs.

During the industrial commissioning period, the Contractor shall provide the CEA personnel responsible for the normal operation of the equipment with the instructions regarding the smooth running and maintenance of the equipment.

Utilities and, generally, all operating consumables shall be supplied to the Contractor by the CEA.

Article 32.4 Tests

If the Contract stipulates that tests are to be conducted to pronounce the acceptance of supplies, the Contractor shall be responsible for providing the testing equipment and appliances and shall bear all other costs connected to the tests except for utilities and, generally, all operating consumables.

When the Contractor considers that the supply is ready to undergo the tests with a view to acceptance, it shall notify the CEA in writing.

The Contractor and the CEA shall agree a date of completion for the tests, which must in any case start within ten calendar days following this notification.

The CEA shall carry out the tests, or have them carried out, in the presence of the Contractor. If the absence of the latter does not hinder the progress of the activities, it shall not in any way affect the validity of the decisions made following these tests. Conversely, if the Contractor's presence is essential for the smooth running of the tests and it is absent, the CEA reserves the right to apply a delay penalty under the conditions set in Article 24 of these T&C and convene it to conduct the tests on another date.

If conducting tests leads to disputes, a new series of tests shall be entrusted to an organisation specially designated for this purpose at the CEA's initiative. The corresponding costs shall be borne by the party the results show to be in the wrong.

Article 32.5 Warranty

Without prejudice to any applicable statutory warranties, the warranty period for supplies is one year, and the Contractor remains liable for all the items that it has supplied during this period.

The Contractor may propose, and the CEA choose, that materials, parts or devices which, during the warranty period, present defects which make them unsuitable for the purpose for which they are intended or which may reduce their duration of use, are:

- either replaced free of charge by the Contractor, and the warranty period for all of the supply extended for a period equal to the time it was unavailable;
- or reimbursed by it at the replacement price (parts and labour);

- or repaired or modified by it, at its own expense, and the warranty period for all of the supply is extended for a period equal to the time it was unavailable.

All replacement, labour, transportation and other costs resulting from the implementation of this warranty shall be borne by the Contractor, except for those resulting from normal wear and tear or which are the fault of the CEA.

The Contractor shall also be responsible for work in regulated areas and, in such circumstances, taking all measures necessary, at its own expense.

The warranty period shall be extended automatically by the duration, duly recorded, of the periods of unavailability and extensions, and after the Contractor has remedied all vices and defects that may be found before this expiry date.

Article 33 - ADDITIONAL PROVISIONS REGARDING INFORMATION TECHNOLOGY PRODUCTS

The term “information technology products” in the sense of this Article is understood as any product such as software, computer applications and databases, including object and source codes, compilers, utilities, generators and other tools used, and the associated documentation.

Article 33.1 Provisional acceptance

The Contractor shall provide the CEA with the information technology products necessary for the provisional acceptance actions.

Upon receipt, the CEA shall verify its compliance with the contractual stipulations and that it runs smoothly, including compliance with performance targets.

If the CEA observes that the information technology products are compliant, it shall draw up a provisional acceptance report without reservations. Once provisional acceptance is pronounced, the regular service verification period opens under the conditions set in Article 33.2.

If the CEA finds that the information technology products are not compliant, it may:

- either, if the non-compliances are not significant, pronounce provisional acceptance with reservations. In such an event, the Contractor shall be granted a period of 30 working days, deemed to be a notice period, to correct the non-compliances for which reservations are given, and submit a new version of the information technology products to the CEA. At the end of this period of 30 working days:
 - if the information technology products are compliant, the CEA and the Contractor shall sign a report on the resolving of the reservations, and the regular service verification period stipulated in Article 33.2 of these T&C then begins;

- if the information technology products are not compliant or if the Contractor does not abide by the time limit of 30 working days to correct the non-compliances about which reservations are made, the Contract shall be terminated under the conditions of Article 39.2 of these T&C;
- or, if the non-compliances are significant or numerous, pronounce that acceptance is deferred under the conditions stipulated in Article 33.4 of these T&C.

Article 33.2 Verification in regular service

When provisional acceptance without reservations is pronounced, the verification period for the information technology products in regular service starts, to run for a period of six months, in order to verify that it is fully integrated into the CEA information technology environment.

To do so, the information technology products are installed and used in the CEA's production environment. The Contractor undertakes to correct all non-compliances that are revealed during the regular service verification period and which are flagged by the CEA under the conditions and time limits required by the CEA.

At the end of this period, the CEA shall pronounce the definitive acceptance of the information technology products provided that, firstly, they have operated satisfactorily for more than 30 consecutive days during this period, and secondly, if the Contractor has been informed of non-compliances, that those have been corrected. The CEA shall draw up a report to record the definitive acceptance.

If at the end of this regular service verification period, the CEA finds that the information technology products contain non-compliances, the CEA may:

- either, if there are significant or numerous non-compliances or if the information technology products have not operated satisfactorily for the last 30 consecutive days, pronounce that definitive acceptance is postponed under the conditions stipulated in Article 33.4 of these T&C;
- or, if the non-compliances are insignificant, pronounce definitive acceptance with reservations under the conditions stipulated in Article 33.3 of these T&C.

The regular service verification period is extended by 60 days, at the CEA's request, if the Contractor has delivered to the CEA, within the 15 days prior to the expiry of this period, a new version of the information technology products, correcting the non-compliances flagged in order to enable the CEA to test this new version.

Article 33.3 Definitive acceptance with reservations

If, at the end of the regular service verification period stipulated in Article 33.2 of these T&C, the CEA finds that information technology products contain significant non-compliances, it may decide to pronounce definitive acceptance with reservations.

In this case, the Contractor shall be granted a period of 30 working days, deemed to be a notice period, to correct the non-compliances for which reservations are given, and submit a corrected version of the information technology products to the CEA.

If, after verification, the information technology products are compliant, the CEA shall sign a reservation lifting report with the Contractor.

If the information technology products are not compliant or if the Contractor has not submitted a new version of the information technology products within the allotted time, the CEA may:

- either pronounce partial definitive acceptance for the compliant part of the information technology products with a price reduction;
- or terminate the Contract under the conditions of Article 39.2 of these T&C. The Contractor undertakes to repay immediately the sums which, where applicable, were paid to it when the acceptance with reservations was pronounced.

Article 33.4 Postponement of acceptance

The CEA may decide to pronounce the postponement of acceptance, by registered letter with acknowledgement of receipt or by any other means having the same evidential value, in the cases stated in Articles 33.1 and 33.2.

The Contractor shall then be granted a period of 30 working days, equivalent to a notice period, to develop a new version of the information technology product.

If, after verification, the CEA finds that the information technology products are compliant, it shall draw up a provisional acceptance report without reservations under the circumstances stated in Article 33.1, or it shall carry out a new verification under the circumstances stated in Article 33.2.

If the CEA finds that the information technology products are not compliant, it may: - either postpone acceptance again;

- or, under the circumstances stated in Article 33.1, pronounce provisional acceptance with reservations if the non-compliances are not significant;
- or, under the circumstances stated in Article 33.2, pronounce partial definitive acceptance for the compliant part of the product with a price reduction or carry out a new regular service verification;
- or terminate the Contract under the conditions of Article 39.2. The Contractor undertakes to repay immediately the sums which, where applicable, were paid to it when the acceptance with reservations was pronounced.

Article 33.5 Information technology products compliance warranty

The Contractor warrants to the CEA that the information technology products are compliant with the technical specifications validated by both Parties. It warrants that the information technology product is free of viruses and malicious code. It warrants that the product was manufactured in accordance with the state of the art of best practices for IT security, in

particular in accordance with the guides and reference documents made available by the National Cybersecurity Agency of France (ANSSI).

For a period of 12 months from the date of definitive acceptance of the products, at the CEA's request, the Contractor shall provide corrective software maintenance services free of charge.

After this period, the Contractor undertakes to provide technical assistance and maintenance services to the CEA for a period agreed by mutual agreement from the date of definitive acceptance of the information technology products.

Article 34 - ADDITIONAL PROVISIONS ON STRUCTURES

Article 34.1 Partial handover

The CEA may request, by traditional mail or by any other means having the same evidential value, that the Contractor make certain parts of the structures, even if not yet completed, available to it, in particular so that it can use them or have other Contractors provide services other than those covered by the Contract.

Prior to these parts of structures being made available, an inventory shall be prepared jointly by the CEA and the Contractor.

This inventory is not to be deemed as acceptance.

When the handover period has ended, a new joint inventory shall be prepared.

Such a handover temporarily leads to transfer of custody and risks to the CEA. Nevertheless, the Contractor remains liable for any damage attributed to it.

Article 34.2 Acceptance of structures

Acceptance entails transfer of ownership subject to the provisions of Article 12.2 of these T&C.

When it considers that the structures are ready to be accepted, the Contractor shall ask the CEA in writing, with a maximum notice period of 20 working days, to pronounce acceptance.

Within eight days of sending the aforementioned letter or any other means having the same evidential value, the Contractor shall deliver to the CEA:

- the completed structure files (*dossiers des ouvrages exécutés*—DOE) including, at least, the construction plans conforming with the structures built, drawn up by the Contractor, operating notices and maintenance instructions;
- for technical lots, installation guides, the features of machinery installed and the names of the manufacturers, the corresponding running and maintenance notices and, more generally, the entire project completion file required by the regulations in force.

The Contractor shall also provide evidence to the CEA that it has submitted to the Health and Safety Protection Coordinator the documents necessary for preparing the post-construction works file (*dossier d'intervention ultérieure sur l'ouvrage*—DIUO).

If reservations are stated on the acceptance report, the Contractor has a period of three months from the date of acceptance to carry out the work necessary in order to carry out the works necessary for them to be resolved.

After this period, the CEA may carry out, or have carried out, the work to have the reservations resolved at the expense and risk of the Contractor at fault.

Article 34.3 Completion guarantee

The completion guarantee shall run for a period of one year from acceptance.

This guarantee shall extend to the repair of all problems reported by the CEA, either by means of reservations mentioned in the acceptance report or by means of written notification for those revealed after acceptance within one year from the date of acceptance.

If reservations are stated on the acceptance report, the Contractor has a period of three months from the date of acceptance to carry out the work necessary in order to carry out the works necessary for them to be resolved.

The periods necessary to perform the repair works for defects that appear after acceptance are set by the CEA.

In the event of non-performance within the time limit set, the work may, after formal notice has remained without effect, be carried out at the expense and risk of the defaulting Contractor.

The cost of the work to resolve the reservations and the cost of repairing any defects that appear after acceptance may be automatically deducted by the CEA from the sums due to the Contractor under the Contract.

The performance of the works required under the completion guarantee shall be established by mutual agreement or, failing this, judicially.

Article 35 - WITHHOLDING

At the time of acceptance, if some or all of the documents associated with performance of the Contract is (are) not submitted, the CEA reserves the right to make a specific withholding of 5% of the total amount, exclusive of taxes, of the Contract, until the whole documentation is submitted.

SECTION 12 – LIABILITY AND INSURANCE

Article 36 - CONTRACTOR'S LIABILITY

Under the conditions of ordinary French law, the Contractor shall be liable for damages of any kind, which may be sustained by it or its agents, the CEA or its agents, or third parties, or that their property may sustain as a result of the performance of the Contract.

In the event of radiation and/or radioactive contamination damage sustained by the CEA during the performance of construction, clean-up, and/or dismantling works Contracts, and if the damage is the result of the Contractor's fault, the Contractor shall compensate the CEA for the expenses and additional costs incurred by the CEA to reduce or remove the radiation and/or radioactive contamination.

The Contractor and its insurers waive the right to take any action against the CEA and its insurers for damage of any kind that may be sustained by the property it (the Contractor) owns, leases, or has in its possession. The Contractor shall impose the same renunciation on any of its Subcontractors.

Article 37 - LIABILITY IN THE FIELD OF NUCLEAR ENERGY

Under the conditions and within the limitations laid down by the provisions of the French Environmental Code applicable to liability in the field of nuclear energy, or any later legislation which amends or replaces it, setting the measures for implementation in France of the Paris Convention on liability in the field of nuclear energy, the CEA, as operator of a nuclear installation, is liable for any damage to persons and property caused by a nuclear accident with its origin in this installation or occurring during the transportation of nuclear substances under its liability.

However, this liability does not extend to damage sustained by the Contractor's property when on the site of the CEA nuclear installation and which has to be used in connection with any of the installations covered by the liability regime in the field of nuclear energy.

Furthermore, the CEA may take any legal action against the Contractor for nuclear accidents that occur within a period of one year following the end of performance of the Contract, if the cause of the accident results from an intentional fault committed by the Contractor, any Subcontractors or their respective agents, in particular by breaching the Safety - Nuclear Safety – Radiation Protection rules. Claims are limited, per event, to 20% of the amount, exclusive of taxes, of the Contract, and may not exceed the sum of €250,000.

Article 38 - INSURANCE

Article 38.1 Contractor's Insurance

The Contractor must take out, and keep valid, the insurance policies necessary to cover the risks and liabilities incumbent upon it, in a sufficient amount, pursuant both to French ordinary law and its contractual undertakings subject to the possibility of coverage available on the insurance market.

The Contractor shall produce insurance certificates for general public liability and professional legal liability covering the financial consequences of all consequential and non-consequential physical injury, and tangible and intangible damage before or after delivery and/or acceptance.

The certificates must be issued by its insurance company, date from less than six months, and state the number and date of effect of the Contract, the cover granted, the cover limits and excesses, the activities, the nature of the services or work covered, and proving that it is up to date with payment of its premiums. Likewise, the Contractor must submit a certificate of ten-year legal liability guarantee if applicable.

If these certificates are not supplied, the CEA shall be entitled to make a withholding equal to 5% of the amount of the Contract, excluding taxes, until the certificates defined herein are produced.

The Contractor shall take responsibility for all declarations and other formalities required by its policies, and it waives the right to rely on any claims or price increases which may be claimed from it in this respect.

Furthermore, if its policies are terminated, regardless of the reason, the Contractor undertakes to inform the CEA immediately, to pay the premiums that it still owes to its insurer by the deadlines stipulated by the insurer, and, generally, to take all measures required to maintain the policy cover in force and, failing this, to take out a new replacement policy with similar cover for the same duration.

If the amount of cover is insufficient, the CEA reserves the right to ask the Contractor to increase it to a higher amount; without the Contractor being entitled to increase the prices set by the Contract.

In a general manner, under no circumstances may the Contractor invoke the existence of its insurance policies or those taken out by the CEA, or insufficient cover, excesses or exclusions or, more generally, any difficulty whatsoever which could be used against it by the insurer in the event of a claim, in order to mitigate its liability.

The Contractor must also be insured against:

- any damage that may be sustained by property it owns, leases, possesses or uses for any reason whatsoever, in particular pursuant to Article 19 of these T&C, in performance of the Contract;

- any damage caused by its vehicles or leased vehicles it uses for performance of the Contract (on public highways or on private property), in accordance with the legal provisions in force;
- any damage caused by construction machinery it owns or leases, whether fixed or mobile, that it uses to provide the services.

The Contractor shall impose the same obligations on any of its Subcontractors or assignees, failing which it shall be liable for such damages itself, without limitation.

The Contractor is required to ensure that any Subcontractors have taken out insurance policies of the same kind as those required of it, and that such insurance policies are valid.

Article 38.2 CEA's Insurance

The Contractor shall be informed, without this creating the slightest contractual obligation for the CEA towards it, that the CEA has taken out a comprehensive insurance policy. This policy covers the CEA's moveable and immovable assets against the risks of fire, lightning [...], explosions, electrical damage, subsidence, natural events, natural disasters, water damage, strikes, riots, social uprisings, acts of terrorism, sabotage, liquid leaks, smoke, gas leaks, frost, crashes of vehicles or air navigation craft, breaking of the sound barrier, criticality accidents, radioactive contamination, radiation, clean-up, and/or decontamination costs until publication in the Official Journal of the decree stating definitive closure and dismantling (or its equivalent for nuclear installations concerned with defence).

The Contractor is informed that under the terms of said policy, the CEA's insurers waive the right to take any action against any persons present on a CEA site at its request and with its authorisation.

Consequently in the event of any incident, the CEA can only take action against the Contractor responsible, in accordance with ordinary French law, if the CEA's insurers do not cover all or part of the damage sustained.

This insurance policy shall contain general, specific and special cover conditions, cover limits and excesses which vary according to the position of the insurance market. These conditions may be modified and the Contractor may not rely upon or complain about this modification. It is responsible for keeping itself regularly informed about any changes.

Article 38.3 Construction works contracts

Additional provisions as defined in Appendix 1 shall apply to construction works contracts.

Article 38.4 Dismantling works contracts

Additional provisions as defined in Appendix 2 shall apply to dismantling works contracts.

SECTION 13 – TERMINATION

Article 39 - TERMINATION

Article 39.1 General provisions

The CEA may decide to terminate the Contract in whole or in part under the conditions stipulated respectively in Articles 39.2, 39.3 and 39.4 of these T&C.

Notification of the termination shall be sent to the Contractor by registered letter with acknowledgement of receipt or by any other means having the same evidential value. If a Consortium is involved, the termination letter shall be sent to the lead contractor.

On the effective date of the termination, a report on the progress of the services shall be drawn up by the CEA and the Contractor. This report shall be signed by them and considered equivalent to an acceptance report.

At the CEA's first request, the Contractor shall send it the Results, in their condition as of the date of the termination, and transfer all tangible property rights to the existing associated media to the CEA free of charge.

Article 39.2 Termination for non-performance or default by the Contractor

Where the Contractor does not comply with the stipulations of the Contract, it shall be sent a formal notice by registered letter with acknowledgement of receipt or by any other means having the same evidential value to comply with such stipulations within a specified period.

If within the aforementioned period, the Contractor has not fulfilled the formal notice satisfactorily, the CEA may terminate the Contract. This termination shall take place automatically by sending a notification by registered letter with acknowledgement of receipt or by any other means having the same evidential value, with no other formality and, in particular, without any necessity to refer the matter to the courts.

The Contractor may not claim any compensation. However, it shall remain liable to the CEA for all the harmful consequences for the CEA of termination of the Contract and in particular, but not limited to, a delay or interruption to the services or additional costs resulting from the signing of another contract replacing the previous one.

If the CEA wishes to retain the Contractor's installations or equipment, it shall buy or lease them from the Contractor. The equipment and materials supplied by the Contractor on the sites may be purchased by the CEA at the prices in the Contract.

Lastly, the Contractor is bound to assign to the CEA, at the CEA's request, the rights, title or undertakings made to third parties in connection with performance of the Contract.

Article 39.3 Termination on grounds of general interest

The CEA, in its capacity as a public entity, may decide at any time to terminate the Contract without legal formalities either partially or totally for reasons of public interest.

In such an event, the Contractor may claim compensation within the limitation of the certain and direct loss it has sustained, for which it must provide evidence.

The Contractor's claim shall only be admissible if it is submitted and proven within a period of 30 working days from the date the CEA gives notification of the termination. The CEA shall examine whether all or part of the Contractor's claim may be admitted.

Article 39.4 Termination for loss of the Contractor's required conditions

Any loss of the Contractor's prerequisites necessary for the performance of the Contract, in particular with respect to protecting national defence secrets, shall lead the CEA into terminating the Contract in whole or in part.

Notification of the termination shall be sent to the Contractor by registered letter with acknowledgement of receipt or by any other means having the same evidential value and shall mention its effective date.

Under such circumstances, the Contractor may not claim any compensation.

SECTION 14 – FINAL PROVISIONS

Article 40 - MANDATORY INFORMATION

Article 40.1 Information regarding the Contractor

The Contractor is required to notify the CEA in writing immediately of any changes occurring during performance of the Contract and regarding the following:

- the individual representing the Contractor for the performance of the Contract;
- the Safety Manager appointed by the Contractor;
- the persons who have the power to commit the Contractor;
- the legal form of the Contractor;
- the address of its registered office;
- a significant change in the composition of its capital;
- its financial capacity;

and any significant change affecting the Contractor.

Article 40.2 Information regarding dual-use items

Commercial documents regarding intracommunity transfers of dual-use items, such as in particular sale agreements, order confirmations, invoices or shipping slips, must state that these goods are subject to inspection if they are exported outside the European Union, in accordance with the provisions in force.

Article 41 - SAFEGUARD, RECEIVERSHIP, OR COMPULSORY LIQUIDATION

Article 41.1 General provisions

If the Contractor is the subject of a safeguard, receivership or compulsory liquidation procedure, it must inform the CEA immediately by registered letter with acknowledgement of receipt or by any other means having the same evidential value.

Within two days from notification from the Contractor, the CEA and the Contractor shall carry out an assessment on the progress of the Contract. This assessment, approved by both parties, shall be signed by the CEA and the Contractor, in the presence, where applicable, of the court-appointed administrator or the liquidator.

The CEA shall then ask the court-appointed administrator or the liquidator whether continuation of the performance of the Contract is intended in accordance with the laws and regulations in force.

If the court-appointed administrator or the liquidator does not intend to continue performance of the Contract, a new assessment of the progress of the work shall be carried out in the presence of the CEA, the Contractor and the court-appointed administrator or the liquidator within eight days following the court-appointed administrator or liquidator's decision.

In its statement of debt, the CEA may also state the value of all the losses that it has sustained due to the termination of the Contract.

Article 41.2 Additional provisions in case of a Consortium (GME)

When the Contractor is a Consortium, as specified in Article 8 of these T&C, and one of its members is subject to a safeguard, receivership or court-ordered liquidation procedure, the lead contractor (in the case of a Consortium where the lead contractor endorses a joint and several liability) or the members (in the case of a Consortium with joint and several liability amongst members), shall substitute the defaulting member of the Consortium in order to guarantee to the CEA the correct performance of the Contract. This obligation shall not apply if the court-appointed administrator or liquidator intends to continue performance of the work assigned to the defaulting member in the Contract.

If the defaulting member is the lead contractor of the Consortium, and if the court-appointed administrator or the liquidator does not intend to continue performance of the work assigned to it, the CEA reserves the right to terminate the Contract, unless the other members of the Consortium present another lead contractor to the CEA (which may already be a member of the Consortium or otherwise), which can perform the work and the duties initially devolved to the first representative, under the same conditions, in particular financial conditions.

Article 42 - MODIFICATION

A written agreement between the Parties shall be drawn up for any modification to the services subject to the Contract before the modified services are performed.

Article 43 - ADDRESS FOR SERVICE

The CEA elects its address for service at the address of the establishment that is a signatory of the Contract or at the address of its registered office when several establishments are involved.

The Contractor shall elect its address for service at the address of its registered office.

Article 44 - GOVERNING LAW

The Contract is exclusively governed by French law. Any dispute regarding the signing, interpretation or performance of the Contract shall be subject to the courts of France, including in the case of multiple defendants and/or the introduction of third parties.

APPENDIX 1 – PROVISIONS APPLICABLE TO CONSTRUCTION WORKS CONTRACTS

The principles laid down below shall apply to Contracts signed by the CEA when they cover an operation to build a structure and/or the provision of equipment with assembly and/or testing.

1- LIABILITY

In accordance with the provisions of French law No. 78-12 of 4 January 1978, as amended, regarding liability and insurance in the construction field, or any other subsequent legislation which may amend it or replace it, the Contractor, as a construction company, shall ipso jure be liable to the CEA for damage, even if resulting from a soil defect, which compromises the solidity of the structure or of the elements that cannot be separated from servicing, foundation, structural, closing and covering structures or which, by affecting the structure or one of the fittings, whether it can be separated from it or not, make it unsuitable for its intended purpose.

The starting point chosen for this liability to be incurred is set as the date of effect of acceptance of the structure that is the subject of the Contract, as defined by Article 1792-6 of the French Civil Code.

If the structures have been partially accepted, the starting point for these liabilities is set as the date on which full acceptance is pronounced.

2- CONTRACTOR'S INSURANCE

The Contractor must take out a general liability and a professional liability insurance policy, covering a sufficient value of financial consequences of all physical injury and consequential and non-consequential tangible and intangible damage that occurs during or after the works, for which third parties, the Client or any victims are entitled to claim compensation.

The Contractor must take out a ten-year legal liability insurance policy, if possible with capitalisation, covering all its liabilities pursuant to the aforementioned law of 4 January 1978 and its subsequent amendments. This policy must cover both the structures for which insurance is compulsory in accordance with Article L. 241-1 of the French Insurance Code and structures not subject to this insurance obligation.

The insurance cover taken out by the Contractor must in particular include a cover of the guarantee for the good working order related to elements of equipment that cannot be separated in the sense of the aforementioned law of 4 January 1978, tangible damage to the old parts of the construction on, under or alongside those on which the new work is carried out, and the moveable assets therein, and all intangible damage.

The Contractor must verify in advance whether it meets the conditions required to enjoy insurance cover compatible with the works in its phase or phases, from a perspective of both their nature and amount. This provision applies in particular in the case of non-standard technical works.

In particular, it must:

- provide proof of qualification by any appropriate means, including official or professional certificates;
- have the classification required in order to claim to be covered, in any manner whatsoever, by amendment to its policy and/or by option to a policy of a higher rank, incorporating any additional works accepted in the course of performance;
- fulfil the conditions of qualification required to be covered for any extraordinary works or works using special procedures.

The Contractor undertakes to pass on to any Subcontractors the obligations arising from the aforementioned law of 4 January 1978 and the provisions of this appendix, so that contractually they become fully applicable to the Subcontractors.

3- CEA “CLIENT” INSURANCE

In its capacity as Client, the CEA shall take out a comprehensive worksite insurance policy, on behalf of all those participating in the works, when the construction work exceeds a fixed amount each year.

Simply by submitting its Tender, the Candidate undertakes to subscribe to this policy if it is awarded the Contract.

Likewise, the CEA reserves the right to take out a ten-year Client civil engineering and/or structural damage insurance policy for operations exceeding a certain limit, set each year.

Taking out these insurance policies, or the CEA failing to take out cover for a site, has no effect on the risks and liabilities assumed by the participants and resulting from the laws, regulations, standards and future contractual obligations, as these policies do not constitute any modification, derogation or novation whatsoever in this respect.

The Candidate is required to ask the CEA whether the Contract fulfils the aforementioned criteria and whether the operation in question shall be covered by a comprehensive site insurance policy and/or a ten-year civil engineering insurance policy.

3.1 Comprehensive worksite and comprehensive assembly-tests risks insurance policy

3.1.1 Description of the insurance

When a comprehensive worksite and comprehensive assembly-test insurance policy is taken out, it shall cover, before acceptance, all the parties involved in carrying out the works against tangible damage sustained by the structure, with an excess defined by the CEA, subject to the usual exclusions in this type of insurance policy.

3.1.2 Subscription

Simply by submitting a Tender, the Contractor undertakes to subscribe to this policy in the event that this insurance is taken out by the Client CEA.

3.1.3 Legal action

In the event of tangible damage to the construction falling within the scope of the comprehensive worksite insurance and comprehensive assembly-test policy cover, the CEA reserves the right, in the event of a claim, to take legal action against the Contractor responsible, and any Subcontractors, if the CEA's insurers do not cover all or part of the damage sustained.

3.1.4 Payment of premiums

The Candidate is informed that the premiums connected to the comprehensive worksite and comprehensive assembly-test insurance policy shall be paid by the CEA. When this policy is in place, the Candidate is therefore required to submit its Tender excluding the cost of insurance.

3.1.5 Management of the policy and claims

As policyholder, the CEA shall act alone validly towards the insurer for all insured parties, including in the settlement of claims.

3.2 Client's works damage insurance policy

The works subject to the insurance obligation in accordance with the provisions of the French Insurance Code, the amount of which exceeds a limit set each year by the CEA, shall be covered by a works-damage insurance policy taken out by the CEA.

For these works, the amount of the Contractor's cover under its ten-year legal liability insurance policy should be the same as the value of the works, within a cover limit to be defined for project management, design firm and monitoring bureau contracts, finishing contracts and structural work and framework (including leaktightness) contracts.

3.3 Client's ten-year civil engineering insurance policy for works not subject to the statutory insurance obligation

3.3.1 Description of the insurance

The works not subject to the insurance obligation, in accordance with the provisions of Article L. 243-1-1 of the French Insurance Code (classified structurally as civil engineering structures) and the amount of which exceeds a limit set by the CEA each year, shall be covered by a ten-year civil engineering insurance policy held by the Client.

These structures shall be covered for damage within ten years compromising the solidity and/or leaktightness of the framework.

3.3.2 Legal action

The insurers shall waive the right to take legal action for damage covered by this policy against the builders, as defined in Article 1792-1 of the French Civil Code and any Subcontractors and their ten-year legal liability insurers.

The CEA shall also waive the right to take legal action against said responsible builders, and any Subcontractors, over and above the amount of the excess of their normal policy, within the limit of the excess of the ten-year civil engineering insurance policy subscribed by the CEA.

3.3.3 Payment of premiums

The Candidate is informed that the premiums connected to the ten-year civil engineering insurance shall be paid by the CEA.

3.3.4 Main exclusions

The Contractor is informed of the presence of the following main exclusions: cases of force majeure or external causes, the lack of works, unsuitable savings and claims regarding unusual performances required of the structures, such as dimensional stability, damages caused by vibrations regardless of the anti-vibration performance of the systems provided.

3.3.5 Liability for exclusions

The Contractor remains liable for damage likely to result from all events not covered by the ten-year civil engineering insurance policy taken out by the CEA.

3.3.6 Implementation of the ten-year civil engineering insurance

When a ten-year civil engineering insurance policy is taken out by the CEA for a structure not subject to the statutory insurance obligation, the Contractor is discharged from its obligation to take out a ten-year personal liability insurance policy for this structure.

Consequently, the Contractor must present its tender exclusive of the cost of the ten-year liability insurance.

4- SUBMISSION OF CERTIFICATES RELATING TO THE CONTRACT

4.1 Procedures

For structures subject to an insurance obligation in the sense of Article L. 241-1 of the French Insurance Code, the Candidate must submit its Tender including the cost of ten-year legal liability insurance, with a cover value at least equal to the value of the structure to be built, within a limit to be set for project management, design firm and monitoring bureau contracts, finishing contracts and structural work and framework (including leaktightness) contracts.

The terms of the Contractor's insurance and their compliance with the requirements listed herein shall be assessed on the signing of the Contract.

For structures not subject to an insurance obligation pursuant to the provisions of Article L. 243-1-1 of the French Insurance Code and covered by a ten-year civil engineering insurance policy taken out by the CEA as Client, the Candidate must submit its Tender excluding the cost of ten-year legal liability insurance.

4.2 Payment of premiums

No partial payment, reimbursement of the retained guarantee or lifting of the security deposit replacing it, and the payment for balance, may be made to the Contractor if it cannot provide the documentary evidence requested, including certificates from insurance companies justifying that the premiums have been paid in full.

If necessary, the CEA reserves the right to withhold the amount of the premiums unpaid by the Contractor from the amounts due to it and instead pay them to the insurance companies.

4.3 Documents to be provided

When it submits the Tender, the Candidate must also submit the following certificates:

- a qualification guarantee from an approved body, which is valid and corresponds to the work carried out;
- general and professional legal liability insurance certificates, issued by its insurance company, issued in the preceding six months, stating the number and date of effect of the Contract, the cover granted, the cover limits and excesses, the activities, the nature of the services or work covered, and proving that it is up to date with payment of premiums;
- if it already holds a ten-year legal liability insurance policy, a sworn declaration stating that, its ten-year legal liability insurance has not been terminated and premiums have not been increased due to poor performance over the preceding two years;
- a certificate from the manufacturers of components that it uses indicating that these component suppliers are insured for their liability pursuant to Article 1792-4 of the French Civil Code.

On the date the site opens, the Contractor must submit the following: a certificate of ten-year legal liability insurance, issued exclusively by its insurance company, valid on the date the site opens, and stating the policy number and effective date, the cover granted, the cover limits and excesses, the classifications, activities, nature of the works or duties covered, compliance with the standard clauses which are compulsory in accordance with the aforementioned law of 4 January 1978 and its subsequent amendments, and proving that the Contractor is up to date with the payment of its premiums.

APPENDIX 2 - PROVISIONS APPLICABLE TO DISMANTLING WORK CONTRACTS

The principles set out below apply to contracts awarded by the CEA where they cover a dismantling operation carried out after the publication of the decree for the dismantling of the installation in question (or the equivalent authorisation for nuclear installations regarding defence).

1- LIABILITY

The Contractor and any Subcontractors shall be liable, under the conditions of ordinary French law, for damages of any kind, which may be sustained by it or its agents, the CEA or its employees, or third parties, or that their property may sustain, in performance of the Contract.

If damage is sustained by the CEA due to a nuclear accident resulting from the Contractor's fault, the Contractor shall be liable, pursuant to ordinary French law, for any tangible damage and intangible damage consequential to tangible damage and shall indemnify the CEA for the expenses incurred to reduce or remove radiation and/or contamination attributable to this accident.

2- INSURANCE

2.1 Contractor's insurance

The Contractor must take out, and keep valid, the insurance policies necessary to cover the risks and liabilities incumbent upon it, at a sufficient amount, in view of the options available on the insurance market, pursuant both to French ordinary law and its contractual undertakings.

2.2 CEA "Client" Insurance

The CEA shall take out a comprehensive dismantling insurance policy, on behalf of all the parties involved, when the operation exceeds an amount set each year.

The Candidate is required to ask the CEA whether the Contract fulfils the aforementioned criteria and whether the operation in question will be covered by a comprehensive dismantling insurance policy. It shall be responsible for any additional insurance it considers desirable to take out to cover the risks and liabilities arising from the Contract; the Client's choice of guarantee shall in no way limit the Contractor's liability.

Taking out these insurance policies has no effect on the risks and liabilities assumed by the participants and resulting from the laws, regulations, standards and future contractual obligations, if these policies do not make any modification, derogation or novation whatsoever in this respect.

2.2.1 Description of the insurance

Comprehensive dismantling insurance covers, during the dismantling works performance phase and before their acceptance, accidental tangible damages attributable to works affecting the structure in which the works take place, and the expenses incurred by the CEA to reduce or remove radiation or radioactive contamination attributable to this accident, subject to the usual exclusions in this type of policy and the amount of the excess.

2.2.2 Legal action

In the event of a claim, the CEA reserves the right to take legal action against the Contractor responsible, and any Subcontractors, if the CEA's insurers do not cover all or part of the damage sustained.

2.2.3 Payment of the insurance premium

The Candidate is informed that the premium for the comprehensive dismantling insurance shall be paid for by the CEA. The Candidate is therefore required to submit its Tender excluding comprehensive dismantling insurance (as described above).

2.2.4 Cover under the comprehensive dismantling policy

2.2.4.1 New works cover:

- cover for accidental damage to new works made necessary to perform dismantling activities at as-new value;
- cover for supply and installation of all new circuits of operating systems at as-new value.

2.2.4.2 Cover for damage to existing structures:

- cover for damage affecting the structures in which or alongside which the activities covered are carried out, if this damage is directly attributable to completion of the dismantling and/or clean-up works that are the subject of the Contract.

2.2.4.3 Cover for consequential expenses:

- cover for the costs of the decontamination of existing structures that are not the subject of the dismantling and decontamination operation of the parties' machinery, supplies and, equipment;
- cover for the costs of over-contamination of the existing structures being dismantled;
- cover for demolition and debris removal costs;
- cover for works to reinforce or recreate the airtight enclosure for surviving installations (at the stage of works) at the as-new value;
- cover for additional costs incurred to modify, transform or improve the existing structure that is not contaminated or radiated in order to enable the dismantling activities to be resumed, as initially provided for before the accident.

Any full or partial reproduction by any means whatsoever not authorised by the CEA is strictly prohibited.