**INTELLECTUAL SERVICE CONTRACT**

**CAVITATION STUDY**

**INTERREG SUDOE COOPTREE PROJECT**

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| **ACT OF COMMITMENT** **WITH** **THE VALUE OF SPECIFIC TERMS AND CONDITIONS** |

**Reference : CNPF\_AURA INTERREG SUDOE COOPTREE CAVITATION**

**Partner : CNPF AURA**

Between on the one hand,

Le **CNPF Auvergne-Rhône-Alpes** (CNPF AURA)

10 allée des eaux et forêts - Site de Marmilhat - 63370 LEMPDES

<https://auvergnerhonealpes.cnpf.fr/>

and secondly,

<Full official name of contractor>

<Full official address>

Have agreed as follows:

# Article 1. Subject

The purpose of this contract is to carry out a study into the cavitation of Atlas Cedar. This study includes a bibliographical summary, analysis of field data collected by the CRPF, calibration and collection of samples of Atlas Cedar in the field, cavitation measurements using the cavitron method, and the drafting of a scientific study report in French.

These services are part of the implementation of the INTERREG SUDOE COOPTREE cooperation project.

The expected benefits are :

→ Bibliographical summary of current knowledge

→ Analysis of field data collected by the CNPF (as part of these activities) and analysis using

current scientific procedures

→ Collection of samples of Atlas Cedar in situ in Auvergne according to the needs of the study,

allowing reliable statistical analysis.

→ Cavitation measurements using the CAVITRON method

→ Writing the scientific study report

# Article 2. Amount

This contract is concluded on a lump-sum basis for each of the 5 services, as shown in the financial

appendix provided.

# Article 3. Contract duration and performance period

The service will commence on notification of the contract and run until 31/12/2025.

The service is scheduled to start on 15/03/2025.

The contract will be awarded to a single bidder.

# Article 4. Commencement of performance of services

No service may give rise to the commencement of performance before notification of the contract.

Notification of the contract shall constitute a service order for the performance of the services

covered by this contract.

# Article 5. Contractual documents

The following documents are considered part of this subsequent contract and must be read and

interpreted as such:

* Commitment form (AE-CCP) valid as the SAC (specific administrative clauses): to be completed, dated and signed by the qualified representatives of the companies to be awarded the contract;
* The signed financial appendix incorporating the five services required under this contract
* The contractor's technical brief
* Timetable for completion

# Article 6. Language of the contract

The language of the contract and all written communications shall be in French.

# Article 7. Terms of settlement of accounts

The contractor may make a claim for payment as soon as one of the services indicated in the financial

appendix has been completed.

Payment is made on the basis of a payment request issued by the contractor and after the purchaser

has established that the service has been rendered.

Payment is made by transfer to the account of the contractor.

In the case of a grouping, each member of the grouping will receive directly the sums relating to the performance of its own services.

In the case of grouping, payment shall be made to a single account opened in the name of the members of the joint venture or the authorised representative.

Invoices must include at least the following information:

* the invoice issue date
* the designation of the issuer and recipient of the invoice
* the market benchmark
* the service(s) covered by the payment claim and any associated quantity
* the date of delivery of the service(s)
* the fixed price excluding taxes of the services provided, and its correlation with the financial appendix.

The current VAT rates apply.

The applicable currency unit is the Euro.

Invoices are sent electronically via the CHORUS PRO platform.

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| Name of the company (raison sociale) | Billing adress | SIRET | Service codechorus mandatory |
| **Centre National de la Propriété Forestière Auvergne-Rhône-Alpes** | 10 allée des eaux et forêts - Site de Marmilhat 63370 LEMPDES | 180 092 355 00239 | RHONE\_ALPES |

Payment will be made once the service has been rendered

The payment period is set at 30 days for the State and its public establishments.

The start date of the period is determined in accordance with article R.2191-12 et seq. of the French

Public Procurement Code.

When the sums due in principal have not been paid by the end of the payment period, the contractor

is entitled, without having to request them, to the payment of default interest and the fixed indemnity

for recovery costs provided for in Articles L.2192-12 et seq. and R.2192-31 to R.2192-36 of the French

Public Procurement Code.

# Article 8. Penalties

Any breach by the contractor of its contractual obligations may give rise to a penalty.

Penalties are applicable ipso jure, without prior notice, subject to any specific stipulations concerning

late payment penalties.

Penalties do not discharge the contract. The contractor is therefore fully liable for its contractual

obligations, and in particular for the services whose non-performance has given rise to the application of penalties.

It may not consider itself released from its obligation by payment of the said penalties.

The application of penalties is without prejudice to the right of the public entity to impose any other

contractual penalty and in particular to have all or part of the contract performed at the expense and

risk of the contractor.

***Late payment penalties***

Notwithstanding article 14 of the GCC/PI, penalties are calculated as follows:

* If the contractor is unable to deliver the deliverables specified in the special technical specifications (CCTP) by the deadline, it must immediately notify the CNPF and at the same

time provide proof of force majeure or an obvious impediment. These two cases do not entail penalties for the contractor. However, cases of force majeure or manifest impediment remain subject to the CNPF's assessment.

* If the contractor fails to comply with the provisions of the completion schedule and the

stipulations set out in this document relating to the delivery of the services, he will be liable,

without prior notice, to a penalty of €100 per working day of delay.

# Article 9. Insurance

The contractor assumes responsibility for the performance of the services and for any damage caused to the purchaser in the event of non-performance.

The contractor must prove that he is in possession of an insurance policy.

The contractor must be covered by a valid insurance contract guaranteeing the pecuniary

consequences of any civil liability he may incur in the event of personal injury and/or damage to

property caused during the performance of the services.

It undertakes to provide the purchaser, on written request, with a certificate from its insurer indicating the nature, amount and duration of the guarantee.

The holder undertakes to expressly inform the purchaser of any change in its insurance contract.

Any subcontractors must provide the same documents as the contractor.

# Article 10. Termination

The purchaser may terminate the public contract in the cases set out in Articles L.2195-1 to L.2195-6

of the French Public Procurement Code.

The contract may be terminated in accordance with the provisions of the reference GCC (termination

for events external to or related to the contract, for fault on the part of the contractor or for reasons

of public interest).

In the event of termination for reasons of general interest, the contractor is entitled to a termination

indemnity, obtained by applying a percentage of 5% to the estimated amount excluding taxes of the

contract indicated in the invitation to tender, less the unrevised amount excluding taxes of the services accepted.

# Article 11. Settlement of disputes and applicable law

Any dispute arising out of or in connection with this contract shall be submitted to the exclusive

jurisdiction of the Administrative Court of Paris.

This contract is governed by the law of the country of the beneficiary / project partner.

# Article 12. Intellectual property and data protection

The purchaser must be able to exploit the deliverables obtained during its performance (results, prior knowledge and standard prior knowledge) to meet its objectives as described in this document. In this respect, this contract applies articles 32 to 37 of the CCAG-PI.

The holder provides the purchaser, before the processing is implemented, with sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the European Regulation and guarantees the protection of the rights of the data subjects. In particular, it shall inform the purchaser of the identity and contact details (telephone and e-mail) of its Data Protection Officer (DPO).

The contractor undertakes to implement the appropriate means in order to keep confidential the information, documents and objects to which he will have had access during the performance of the contract, without it being necessary to systematically explain their confidential nature. This information, documents or objects may not, without the express authorisation of the purchaser, be divulged, published, communicated to third parties or used directly by the contractor, outside the contract or at the end of its performance.

The contractor undertakes to ensure that these obligations are respected by all its personnel, and where applicable its subcontractors and suppliers.

The purchaser may, at any time, ask the holder to return to it any elements or media containing confidential information which may have been supplied to it, without retaining any copy or trace thereof.

Any breach of the confidentiality obligation by the contractor may result in the termination of the contract to the detriment of the contractor.

Done in one original on

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| **For the contractor /**  | **For the CNPF AURA – partner project** |
| Name: |  | Name: | Anne-Laure SOLEILHAVOUP |
| Function: |  | Function: | Director of CNPF Auvergne Rhône Alpes |
| Signature:  |  | Signature: |  |
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