

GENERAL TERMS AND CONDITIONS OF INTERVENTION

SUBJECT

This document defines Cerema's general terms and conditions of intervention (hereinafter T&Cs). They are applicable to all Cerema interventions, including those fully funded by Cerema.

These T&Cs are referenced, appended or included in all Contracts drawn up by Cerema.

The T&Cs may be supplemented with additional requirements defined in the reference standards applicable to particular activity sectors.

DEFINITIONS

For the purpose of this document, it is agreed that the following capitalized terms have the following respective meanings:

CUSTOMER: organization with which Cerema has entered into a contract, and to which Cerema provides a product or service.

BACKER: the «Backer» concept is used in projects that are self-funded by Cerema and performed at the request of a government department; this commissioning department defines the requirement, acts as Cerema's contact during the scheduling process, and is the beneficiary of the service. Cerema may itself be the Backer in the case of projects that it funds for various beneficiaries.

PARTY(IES): in the singular, refers to either the Customer (or group of customers) or to Cerema, and in the plural, to both, collectively.

INTERVENTION: production or service provided by Cerema.

TECHNICAL PROPOSAL: specifications or estimate defining the content of the intervention.

CONTRACT: technical proposal or estimate that has been accepted by the Customer.

PRIOR KNOWLEDGE: any technical or scientific information and knowledge of any nature whatsoever existing prior to signing the Contract.

DELIVERABLE: product or service that Cerema is required to provide to the Customer under the terms of the Contract.

RESULT(S): all knowledge, scientific, technical or commercial information, software, patents, source code, databases and know-how arising from the Contract. Results may or may not be Deliverables.

JOINT RESULTS: all results obtained jointly by the Parties.

OWN RESULTS: all Results obtained by one Party without any contribution from the other Party.

CONFIDENTIAL INFORMATION: information and/or data in all forms and of any kind, exchanged between the Parties and relating directly or indirectly to the Intervention. Confidential Information is that which is designated as confidential by one of the Parties, by a stamp or wording, if said information and/or data is written, and by a special statement at the time of its disclosure, if said information and/or data is communicated verbally.

CEREMA'S RESPONSABILITY

VALUES: in the course of its Interventions, Cerema upholds values that seek to promote teamwork, encourage initiative and develop job satisfaction.

ETHICS, IMPARTIALITY: Cerema carries out its interventions with dignity, impartiality, integrity and probity. It strives for neutrality and objectivity, and upholds the principle of secularism. This commitment applies to all Cerema staff, and the same requirements apply to all third-party service providers working on Cerema's behalf. Regular monitoring of potential conflicts of interest and corruption risks is carried out by management committees.

CONFIDENTIALITY: Cerema employees are bound by an obligation of confidentiality and a duty of discretion with regard to facts, information and/or data (including personal information), studies and decisions of which they may become aware when carrying out an Intervention are concerned.

INCLUSION OF SUSTAINABLE DEVELOPMENT IN PROJECTS: as a vector of public policy, Cerema promotes consideration for sustainable development in Customers' projects by jointly reviewing project aims and methods at the time of defining the Intervention. Cerema guarantees that its offer is compatible with France's commitments on climate change and the sustainable development objectives of Agenda 2030.

CORPORATE SOCIAL RESPONSIBILITY (CSR): Cerema maintains a collective CSR approach, taking action on issues such as the climate, quality of life at work and environmental responsibility. As such, Cerema is committed to corporate environmental responsibility. Whenever possible and desirable, Interventions are performed using videoconferencing, travel by train or public transport, electronically-distributed documents, etc. Cerema implements procedures to manage any waste generated by its Interventions.

STAFF SAFETY: Cerema conducts a risk analysis prior to its interventions, intended to set up the necessary measures and equipment for collective or individual prevention. This analysis is formalized for non-routine activities, especially outside its premises.

Cerema only intervenes on site if its staff's safety is ensured, in accordance with the applicable requirements defined by labour law.

For missions outside France, a special mission order is necessary for the Intervention of Cerema staff, stipulating the principles to be observed and the minimum measures to be taken in matters of personal safety. The Customer must take all necessary measures to ensure staff safety.

THIRD-PARTY LIABILITY: Cerema has contracted civil liability insurance that covers the financial consequences of damage or injury caused to others by its activities. With the exception of special technical reservations, included in or appended to the reports, the Results of the Intervention are the responsibility of Cerema. The follow-up given to these Results falls under the responsibility of the Customer of the Intervention.

VALIDITY OF THE TECHNICAL PROPOSAL

VALIDITY PERIOD OF THE PROPOSAL: the Technical Proposal is valid for a period 90 days from the date of sending to the Customer. Thereafter, in the absence of a firm order from the Customer, Cerema is not obliged to maintain its offer.

SUBCONTRACTING: Cerema may, if necessary, use the services of subcontractors. In such cases, Cerema shall inform the Customer when drawing up the Technical Proposal and specify to the latter which services are subcontracted. In the event that a subcontractor is used during performance of the Contract, an amendment shall be drawn up, defining the respective services of Cerema and the subcontractor, as well as the value of each such service.

AMENDMENTS TO THE TECHNICAL PROPOSAL: any request by the Customer for modifications to a Technical Proposal shall lead to an amendment or a new proposal, to be drawn up by Cerema and approved by the Customer. In the case of projects self-funded by Cerema, the Technical Proposal shall be approved through the internal approval process.

OBLIGATIONS OF THE CUSTOMER OR BACKER

PROVISION OF EXPECTED INFORMATION AND/OR DATA: the Cerema Technical Proposal identifies the Information (and/or data) and the working conditions required for the intervention, as understood by Cerema at the time of drawing up the Technical Proposal. Cerema shall specify whether such elements are to be provided by the Customer, the Backer, Cerema, or other parties, at what stage and in what formats. The Customer or Backer agrees to provide Cerema with all drawings and documents necessary to understand the project and conduct the Intervention, and to report any other information not identified by Cerema, from the time of drafting the Technical Proposal until the end of the Intervention. Where applicable, such activities shall be carried out in accordance with the regulatory requirements of the General Data Protection Regulation (GDPR).

ACCURACY OF THE INFORMATION PROVIDED: Cerema declines all liability for consequences of inaccurate data provided by the Customer or Backer. The Customer or Backer shall bear the cost of any disputes relating to accidental damage resulting from omissions or errors on its part, particularly in the event that communicated network plans are found to be inaccurate. Damages to third parties shall be recorded in an adversarial report, to be drawn up by representatives of the Customer or Backer, Cerema and the aggrieved third party.

AUTHORIZATIONS AND NOTICE OF INTENT TO COMMENCE WORK (DICT): unless otherwise specified, the Customer or Backer is responsible for obtaining the necessary authorizations for Cerema staff to enter and operate safely on private property or public property, if these are necessary. Unless otherwise specified, the Customer or Backer shall send Cerema the temporary occupancy order or the authorization to enter, as well as all documents relating to work project declarations, and to the existence and installation of underground, overhead or underwater structures. Sending these documents must enable Cerema, if it is carrying out the work, to send the DICT to the relevant operators at least ten calendar days before the date of carrying out the planned Intervention.

SIGNAGE FOR MOBILE WORK SITES: Cerema's mobile equipment bears positioning signage in accordance with the guidelines defined in the French interministerial instructions on road signage. In some conditions (e.g. low speed surveys, congested central lanes, dense traffic, poor visibility, etc.), escort vehicles carrying approach signs may be necessary. It is the Customer or Backer's responsibility to provide such assets.

TEMPORARY SIGNAGE: unless otherwise specified, if temporary signage is required, it is obligatorily and entirely the responsibility of the Customer or Backer for which the Intervention is being carried out to install it.

INSTALLING SPECIFIC EQUIPMENT: Unless otherwise specified, the installation of certain specific equipment, equipment for accessing structure, or qualified personnel necessary for to carry out the Intervention is obligatorily and entirely the responsibility of the Customer or Backer for which the Intervention is being carried out.

INTELLECTUAL PROPERTY AND VALUATION OF RESULTS

OWNERSHIP OF PRIOR KNOWLEDGE: Prior Knowledge of the Parties remains their respective property.

No communication of Prior Knowledge to another Party shall be construed as a transfer of ownership.

OWNERSHIP OF RESULTS: the Own Results and know-how obtained during the work carried out under the Contract belong to the Party that generated them alone. Patents resulting from the Results generated by a single Party are filed at the sole initiative of that Party and only in its name and at its own expense. The Joint Results resulting from the Project generated by the Parties, whether patentable or not, are co-owned by the Parties in proportion to the actual participation of their staff in obtaining them.

Decisions relating to the corresponding filing of patent applications are made jointly. If either Party waives the filing of a joint patent application or waives the procedure for the issuance, extension or continuation of a joint patent application or a joint patent, it shall notify the other Party(ies), which may then carry out the necessary procedures at its own expense.

The waiving Party agrees to assign to the other Party(ies) its rights in the patent applications and corresponding patents for the continuation of the procedure.

Deliverables are the property of the Customer but are part of the Results of the Intervention.

Any novel methods developed for the purpose of the Intervention are Results owned by Cerema, which may use them for other missions.

INTEGRITY OF RESULTS: Cerema declines all liability for the Customer's use of the Results of the Intervention. The Customer undertakes not to reproduce or transmit the Results of the Intervention except in their entirety, unless prior approval for partial dissemination has been obtained from Cerema.

CONFIDENTIALITY IN RELATION TO THE INTERVENTION: where a contract includes confidentiality clauses applicable during the Intervention, each Party shall transmit to the other Party only such information as it deems necessary for carrying out the Project, subject to the rights of third parties.

Each Party shall bring to the attention of the other Party any information deemed confidential. The Parties agree that Confidential Information exchanged in the course of the Intervention:

- a) shall be used only for the purposes of the Contract;
- b) shall be kept strictly confidential and treated with the same degree of protection afforded to their own Confidential Information;
- c) shall be disclosed solely to :
 - members of the Parties' staff who need to know it (and have received the necessary security clearance, where applicable), and shall be used exclusively for the purposes of the Intervention, for a period not exceeding three years from the date of disclosure;
 - the authorities to whom the Parties are required by law to disclose it. The disclosing Party shall notify the other Party beforehand of the Confidential Information being disclosed on this basis, unless doing so would constitute a violation of applicable law.

Any other disclosure or use of Confidential Information requires prior written consent from the Party that provided it.

Each Party undertakes to ensure that its staff members referred to in c) above comply with the requirements defined herein.

There is no obligation incumbent on either Party to disclose information to the other Party, other than that necessary to carry out the Intervention.

Each Party may communicate information belonging to the other Party, if it can prove:

- that the information was available publicly before or after being communicated, but in the absence of any fault attributable to it;
- that it was lawfully received from a third party;
- that it was already in its possession before being communicated by the other Party;
- the confidentiality obligation shall remain in effect for a period of five (5) years from communication of the information.

PUBLICATION: where Results are fully self-funded, Cerema shall publish them online, in accordance with Volume 3 of the CRPA (the French Code governing relations between the public and government agencies). This obligation shall apply except in the special cases defined in the CRPA (e.g. preparation of an administrative decision, public safety, etc.), subject to any rights held by third parties with regard to the government documents in question. Where appropriate, such exceptions shall be noted in the Technical Proposal. Furthermore, for the purpose of its missions relating to publication of knowledge and research, Cerema reserves the right to communicate and use the Results of the Intervention.

In other cases where the Results are not self-funded, Cerema may publish the Results online unless formally requested not to do so by the Customer. This opposition must be expressly stated in the Contract, in which case Cerema will consider that the Customer is responsible for online publication.

Additional requirements may be defined in the reference standards for particular activity sectors; for example, the document GEN REF 11 issued by the French Accreditation Committee (Cofrac) shall apply to tests and measurements.

REUSE OF THE RESULTS OF THE INTERVENTION: unless otherwise expressly stipulated in a Contract with non self-funded Results, Cerema may reuse the Results of the Intervention for statistical or documentary purposes.

PERFORMANCE CONDITIONS

In the case of projects self-funded by Cerema, the Performance Conditions shall be as defined in the project scheduling, commitment and management process used in the Nova project portfolio management software application.

In all other cases, Cerema undertakes to carry out the Intervention in accordance with the Contract between Cerema and the Customer, with the following provisions:

ORDER DATE: the Customer's order shall be registered on the date of return of the Contract (i.e. the purchase order and signed Technical Proposal).

INTERVENTION START DATE: if the Intervention is not subject to dates of work decided by the Customer, the Intervention shall commence on receipt of the signed Contract, for its period of validity, and subject to obtaining any assistance requested from the Customer and the lifting of any restrictive clauses (data, access authorization, etc.).

COMPLETION TIME: When Cerema is unable to meet the completion time indicated in the Contract as a result of actions or failings by the Customer or a case of force majeure, the completion time may be extended by at least the time necessary for resumption of the Intervention, or the contract may be terminated (cf. § Termination).

By mutual agreement, the duration of each phase of the Intervention may be adjusted according to the detailed work schedules. Any such adjustments shall be recorded in a written agreement.

RETENTION OF DATA AND SAMPLES: Unless otherwise indicated by the Customer, data necessary for the Intervention shall be retained by Cerema for the duration of the Intervention or for the time stated in the Contract. In the event that the Customer wishes to examine any samples or remains of samples left over from tests or measurements, it shall inform Cerema accordingly, stating for how long the samples or left-over samples should be retained. A charge may be made for this storage service. Where applicable, such activities shall be carried out in accordance with the regulatory provisions of the GDPR.

TECHNICAL BASELINE: the technical baseline used by Cerema shall be specified in the Technical Proposal. In accepting the Technical Proposal, the Customer tacitly approves the corresponding baseline. It is the responsibility of the Customer to submit in writing any requests to use an alternative technical baseline or to waive certain technical requirements. In the event of changes to the technical baseline during the Intervention, Cerema shall inform the Customer of the impact of this change on the Results of the Intervention and the technical baseline adopted for the end of the Intervention.

ACCEPTANCE OF THE INTERVENTION: on submission of a Deliverable by Cerema, the Customer shall have 30 days in which to conduct a reception or acceptance procedure and notify its decision to accept, postpone, accept subject to rework, or reject said Deliverable. In the absence of remarks from the Customer within that time, Cerema's production shall be deemed to have been received and accepted by the Customer.

PAYMENT PERIOD: invoicing may be planned in settlement of partial or total completion of a Cerema Intervention. Unless otherwise notified in writing by the Customer within 15 days of receipt of the invoice, the invoice shall be deemed accepted. The Customer shall settle invoices within 30 days from the date of receipt (or 45 days in the case of a private Customer). Failure to pay within the prescribed period shall incur late payment interest charges, at the default interest rate fixed annually by the French Ministry for the Economy and Finance.

TERMINATION: Termination of the Contract may be requested by either Party, subject to giving 30 days' notice following the sending of a registered letter with acknowledgement of receipt. In the event of non-compliance by either Party with the reciprocal commitments contained in the Contract, the latter may be terminated by right by either Party, for the sole and exclusive fault of the defaulting Party, upon expiry of a period of 30 days following the sending of a registered letter with acknowledgement of receipt giving formal notice. Whatever the reason for the termination, a settlement of termination shall be drawn up by mutual agreement between the Parties. If failure by Cerema is not the cause of termination, the amount of the settlement shall take into account the production already made by Cerema. In the opposite case, the Parties shall agree on the amount of the settlement.

SETTLEMENT OF DISPUTES AND COMPLAINTS: the Parties shall endeavour to settle amicably any dispute relating to the interpretation or performance of the Contract. They shall have 90 days to reach an amicable solution from receipt of the first letter from one of the Parties expressing their disagreement with the other Party. On request, Cerema undertakes to make available a description of its complaint handling process.

Should the disagreement persist, the Parties shall bring the dispute before the competent court.

The applicable law is French law.