GENERAL CONDITIONS OF PURCHASE (G.C.P.) OF THE CIRAD

Applicable from 13/08/2026

Chapter 1: Common provisions:

Article 1 - Scope of these conditions

The purpose of these General Conditions of Purchase, referred to hereafter under the abbreviated form "G.C.P." is to define the framework of the contractual relations between the Cirad, a State-owned Industrial and Commercial Establishment (EPIC), referred to hereafter as "the Establishment", and its co-contracting parties, referred to hereafter as "the Contractor", for all of its purchase contracts, whether they arise from a contract the documents for which have been drawn up by the Establishment or from a mere purchase order emanating from the Establishment.

Nonetheless, for purchases made by one of Cirad's entities (Regional Office, representative office, branch, and others) abroad, these GCP only apply if they are expressly mentioned.

The Establishment's Contracts can be an administrative contract or a private law contract. The Contracts (contracts drawn up by the Establishment or mere purchase orders) are private law public procurement contracts when they formally bear the words "private law public procurement contract". Unless specifically mentioned, the other Contracts are administrative public procurement contracts for works, supplies or services entered into in accordance with the French Public Procurement Code.

When the form entitled "Purchase Order" is issued by the Establishment pursuant to a contract the documents for which have been drawn up by the Establishment, said form merely has the value of a "service order" within the meaning of the GATC to which it refers.
When the form entitled "Purchase Order" is issued by the Establishment without following on from a contract the documents for which have been drawn up by the Establishment, said form constitutes a Contract and equates to a contract.

By accepting the Contract, the Contractor states that it has taken note of these conditions and accepts them in all of their content. **The Establishment's G.C.P. take precedence over the Contractor's General Conditions of Sale. Under no circumstances shall the general or special conditions appearing in the documents emanating from the Contractor take precedence over these General Conditions of Purchase.**

Unless specified differently in the Contract, the services are deemed to be Supplies and Services (SS) to which Chapter II hereafter applies.
The services defined as falling within "Intellectual Services" or IS are subject to chapter III hereafter.
The services defined as falling within "Information and Communication Technologies" or ITC are subject to chapter IV hereafter.
Works by definition and services defined as "Works" are subject to chapter V hereafter.

Article 2 - Definitions

Supply Contracts: contracts entered into by the Establishment with suppliers of goods, the purpose of which is the purchase, leasing, rental or hire purchase of products or materials. The reference General Conditions of Contract for this type of purchase will be : the General Administrative Terms and Conditions, applicable to contracts for Supplies and Services (referred to hereafter as GATC-SS)

Service Contracts: contracts entered into by the Establishment with service providers, the purpose of which the carrying out the provision of services. The reference General Conditions of Contract for this type of purchase will be: the General Administrative Terms and Conditions, applicable to contracts for Supplies and Services (referred to hereafter as GATC-SS).

Contracts for Intellectual Services (IS): contracts entered into by the Establishment with service providers, which include a significant share of services, which involve intellectual work such as in particular study, research, design, advice, expert assessment or project management services. They generally give rise to intellectual property rights. The reference General Conditions of Contract for this type of purchase will be: the General Administrative Terms and Conditions, applicable to contracts for Intellectual Services (referred to hereafter as GATC-IS),

Information and Communication Technology contracts (ICT Services): contracts entered into by the Establishment with suppliers of goods, the purpose of which is, in particular, the supply of IT and telecommunication equipment, software or IT maintenance services. The reference General Conditions of Contract for this type of purchase will be: the General Administrative Terms and Conditions, applicable to Information and Communication Technology contracts (referred to hereafter as GATC-ICT).

Works contracts: contracts entered into by the Establishment with entrepreneurs, the purpose of which is, either the execution, or jointly the design and execution of a work or building and civil engineering works. The reference General Conditions of Contract for this type of purchase will be: the General Administrative Terms and Conditions, applicable to Works contracts (referred to hereafter as GATC-Works).

Project Management contracts (PM): contracts entered into by the Establishment with a project manager, the purpose of which, with a view to the completion of a work or a town or countryside project, is the performance of architectural and engineering services, including a basic mission which must have DET (Direction de l'exécution des contrats de travaux) (≈ works supervision) and AOR (Assistance au maître d'ouvrage pour les opérations de réception) (≈ Assistance for handover), which will to lead to the effective completion of works. The reference General Conditions of Contract for this type of purchase will be: the General Administrative Terms and Conditions, applicable to Project Management contracts (referred to hereafter as GATC-Project Management).

Article 3 - Order of priority of the contractual documents

Order of decreasing priority of the contractual documents, which take precedence in the event of contradiction between their stipulations:

1) Where applicable, the contract prepared by the Establishment, drawn up specially for the Contract,
2) Where applicable, the purchase order and any of its appendices issued by the Establishment,
3) These G.C.P.,
4) The General Administrative Terms and Conditions (GATC) applicable to the Contract, as specified in the contract drawn up

by the Establishment or, failing that, as specified hereafter in chapters II to V,

5) The Contractor's technical and financial offer.

Article 4 - Notification

The Establishment is committed by signing a Contract as defined in Article 1 above. Notification of the Contract is done by sending the Contractor a copy of either the documents of the contract drawn up by the Establishment, or of the purchase order and of any appendices that it may have if the Contract takes the form of a mere purchase order. In both cases, notification is understood to be the date of acknowledgement of receipt of the notification of the Contract by the Contractor. Any contractual proposal emanating from the Contractor that is after the Contract is formed as defined above must be subject to the Establishment's express acceptance by addendum if applicable.

Article 5 - Certificates and attestations

By accepting the Contract, the Contractor attests to its compliance with regard to the provisions of Articles L. 2141-1 to 6 of the French Public Procurement Code. Should the Contractor not comply with the obligations of the aforementioned Articles L. 2141-1 to 6, its Contract may be terminated in accordance with the conditions laid down in the relevant GATC.

In the event of a request formalised by the Cirad, the Contractor undertakes to produce the documents mentioned in Articles R. 2143-6 to 10 of the French Public Procurement Code no later than the notification of the Contract, and then every 6 months from said notification.

Article 6 - Subject matter, content and technical specifications

The subject matter of the Contract, its content and its technical specifications are mentioned by the Establishment in the Contract's documents and any appendices that it may have, or in the purchase order. Unless otherwise stipulated in the Contract, the Contractor is subject to an obligation to achieve a result in relation to the performance of the services.

Article 7 - Technical documentation

Upon delivery, the Contractor shall provide any (up-to-date) documentation that allows the services, where applicable, to be maintained and operating correctly. This is drafted in French and provided without any additional price.

Article 8 - Performance deadline

The performance deadline for the services appears in the Contract.
If it is not specified in the Contract, the starting point for the deadline for performance of the services is the date of notification of the Contract to the Contractor.
When the Contractor asks for an extension to the deadline for performance of the services, if the Establishment does not notify its decision within 15 days of the date of receipt of the Contractor's request, the Establishment is deemed to have rejected the request for an extension.

Article 9 - Penalties

Penalties shall be applied without prejudice to any civil, commercial or criminal action before the competent courts.

9.1- Penalties for lateness

Unless otherwise stipulated in the general or specific documents, in the event of non-compliance with the deadlines or any obligation laid down in the Contract, the Contractor shall incur a daily penalty calculated in accordance with the following formula:
P = (V x R) / 200, where:

P = the amount of the penalty;

V = the value of the services on which the penalty is calculated, with said value being equal to the amount excluding VAT of the part of the services that are late, or of all of the services if the lateness in performing a part of them makes the unit unusable;

R = the number of calendar days' lateness.

The total amount of the penalties for lateness cannot exceed 25% of the total amount, excluding taxes, of the contract, the relevant section or the purchase order.

9.2 - Penalties relating to environmental obligations

In the event of non-compliance with the environmental obligations provided for in the Contract and/or in the event of a failure to produce evidence of such compliance (notably the traceability of waste, products used, etc.), the Holder shall incur, after a formal notice remains unheeded within a period of two weeks following its receipt, a penalty of €50 for each identified breach.

9.3 - Penalties relating to health and safety at work obligations

In the event of non-compliance with the obligations mentioned in Article 22 of these GCP, the Contractor shall, after a formal demand has gone unheeded, incur a penalty of € 100 per instance.

Article 10 - Shipment - delivery

Deliveries must be made to the delivery address indicated in the Contract and using the means of transportation when it is mentioned therein, with unloading and unpacking included at the Contractor's expense. Postal parcels must be sent to the Establishment as tracked parcels. For deliveries by courier, the courier must arrange a delivery slot beforehand with the contact person mentioned on the delivery address indicated in the Contract (the Recipient).
The carrier (the Contractor or its agent) must sign and comply with the Establishment's safety protocol. If an agent carries out the transportation, the Contractor shall ensure that the agent signs it.
The goods and merchandise must arrive at the Establishment accompanied by a delivery slip bearing the order number.

Article 11 - Handover and acceptance of physical assets

Unless otherwise stipulated in the Contract, the responsibility inherent in the asset purchased only transfers from final handover, as defined below.

11.1 - Provisional handover

The delivery is recorded by the delivery slip, signed by the person authorised by the Establishment, being handed over to the carrier. Its signature only means that the delivery has been recorded. The Establishment has two working days from the date of delivery of the services to carry out simple checks consisting of checking that the quantities and references delivered match those ordered.

After that time frame, silence from the Establishment equates to provisional handover.
The signing of the delivery slip does not in any way release the Contractor from its obligation to cover the visible or hidden defects or vices and from its obligation to deliver in full.
Provisional handover does not equate to acceptance.

11.2 - Final handover

Unless otherwise stipulated in the Contract, final handover is pronounced by the Establishment once it has tested the proper use of the physical asset under its normal conditions of use. The Establishment has one month to notify the Contractor in writing of any shortcomings. This time frame runs from the later of the following two dates: delivery of the last item of the order or, when the subject matter of the order consists of several parts making up a unit, from the time that the unit is assembled in working condition. For items of equipment that need to be commissioned, handover can only be final after the commissioning has been carried out. In the absence of anything in writing from the Establishment at the end of this time frame, handover is deemed to be final.
The Establishment does not automatically advise the Contractor of the dates and times set for the checks. The Contractor can ask the Establishment for these in writing. The Contractor can attend them or be represented at them.
Final handover equates to acceptance and thus the transfer of the asset to the Cirad.

Article 12 - Non-compliance

In the event of delivery not complying with the Contract, the Establishment reserves the right, without prejudice to the application of penalties or damages:

- either to require the Contractor to replace the non-compliant services or to make them compliant at its own expense and within the time frames set by the Establishment,
- or to terminate the current Contract.

Article 13 - Contact - correspondence

Other otherwise specified in the Contract, any correspondence and any document (acknowledgement of receipt, slip, etc.) relating to a purchase order or the performance of the Contract must be sent to the signatory Manager at the address indicated at the foot of the purchase order page, and the number of the purchase order and, where applicable, the Contract, must be quoted.

Article 14 - Obligation to advise and inform

The Contractor has a duty to advise and inform as a professional, particularly about all legal or regulatory obligations or even obligations under standards, nationally, Community-wide and internationally which would not appear in the Contract's specific documents. This obligation and its consequences are included in the Contract price.

Article 15 - Price

Unless otherwise specified in the Contract, the price is firm and non-revisable and includes all expenses and ancillary items. Delivery shall be made DDP - place of use (Incoterms 2010 "Delivered Duty Paid" or "merchandise delivered with customs duties paid") and also includes insurances, unloading and unpacking, unless otherwise mentioned in the Contract. In the event of uncollected recoverable VAT (Art. 295 A of the French General Tax Code), the vendor shall mention it separately on its invoice.
In the event of subcontracting or a group of economic operators, the Contract prices are deemed to cover the expenses for the coordination and control, by the Contractor or its agent, of its subcontractors or co-contractors together with the consequences of their potential failings.

Article 16 - Advance payments

An advance payment is granted to the Contractor under the following conditions:

- For purchases less than € 60,000 excluding taxes, and unless otherwise specified in the Contract:
  - Up to € 10,000 excluding taxes: an advance payment of up to 30% of the initial amount of the contract or of the purchase order, including all taxes, is granted
  - From € 10,000 excluding taxes to less than € 60,000 excluding taxes: an advance payment of € 5,000 including all taxes is paid without authorisation from the Cirad's Treasury Department being requested. Over and above € 5,000 including all taxes, the advance payment is subject to an authorisation from the Treasury Department which will carry out an investigation of the Holder's solvency, and which may, to authorise such advance payment, require the setting up of a first demand guarantee for 100% of the amount of the advance payment. A joint and several surety is not authorised.

- For purchases of € 60,000 excluding taxes and above:
  The conditions for paying the advance payment are defined in the public procurement documents. If nothing is stated in the Contract, the aforementioned conditions, for purchases less than € 60,000 excluding taxes, shall apply.

The amount of the advance payment cannot be affected by the implementations of a price variation clause.
The advance payment is reimbursed by deduction from the sums subsequently payable to the Contractor by way of an instalment when the amount of the services performed reaches the amount of the advance payment granted or balance.

Article 17 - Invoicing

Each payment request must be the subject of an invoice and not a single invoice grouping several payment requests.

Unless otherwise specified in the Contract, invoices must be submitted to the CHORUSPRO portal at the following address: https://chorus-pro.gouv.fr, and only on this portal.

3 pieces of information are necessary for the submission:

- The SIRET (French business registration number) code: 331 596 270 00016
- The department code: function of the invoicing address (see invoicing address at the bottom right of the purchase order)
  MAINLAND
  FRENCH GUIANA
  GUADELOUPE
  MARTINIQUE
  REUNION
- The legal undertaking number which corresponds to the purchase order number in the form CDExxxxx (e.g.: CDE99999).

The invoice must preferably be submitted in xml format or, if this is not technically possible, in pdf format. There must be one invoice

per submission. It is possible to attach more than one document (purchase order, appendices, etc.)

When an invoice is sent but is not submitted to the CHORUSPRO portal, the Cirad can reject it after having reminded the issuer of this obligation and asked it to comply with it.

Non-compliance with these requirements may result in a delay in the processing and payment of the invoices or refusal to pay them.

Article 18 - Settlement terms and conditions

Payment is subject to the acceptance of the service and is made by bank transfer, unless an exception is granted. The payment time frame is **30 days end of month on the 10th** from receipt of the invoice if the services are accepted. Failing this, this time frame runs from the date of acceptance of the services if this is after the invoice is received

Article 19 - Offsetting

At the Establishment's request and if within the prevailing legal and regulatory possibilities, the Contractor accepts that a contractual offsetting can be carried out at any time by the Establishment between the amounts receivable from the Establishment and the debts that the Contractor might owe it, even if the legal offsetting conditions have not been met.

Article 20 - Reservation of title clause

Unless otherwise specified in the Contract, any reservation of title clause in favour of the Contractor is deemed unwritten.

Article 21 - Termination

Unless otherwise specified in the Contract, when the contracting authority terminates the Contract on grounds of general interest, the Contractor is entitled to a termination payment, obtained by applying a fixed percentage of 3% to the initial amount of the Contract, excluding taxes, less the unrevised amount, excluding taxes, of the services accepted.

Unless otherwise specified in the Contract, if the lateness penalty limit laid down in the relevant GATC is reached, the Cirad reserves the right to terminate the Contract for misconduct, without the Contractor being able to claim any payment.

During the period of the contract, right up to cancellation, the Contractor undertakes to carry out the services laid down in the Contract. in the event of failure on its part, the Cirad reserves the right to have the service(s) performed at the Contractor's risk and expense by anyone and/or by any appropriate means.

Article 22 - Confidentiality, access, security, health and safety at work and the environment

22.1- Confidentiality, access, safety and security

The Contractor is bound by professional secrecy and by the duty of discretion in relation to everything concerning the premises, facts, information, documents, studies, decisions, know-how and other elements whether of a confidential nature or not, about which it has or will have knowledge, relating to the Establishment or its partners, unless the Establishment has issued a written agreement for dissemination.

Should the Contractor's employees have any involvement in the Establishment, they must acquaint themselves with and comply with the rules regarding access, safety and security, including IT security, in force on the relevant site.

The Contractor must advise its subcontractors of the obligations of confidentiality and/or the safety and security measures incumbent on it for the performance of the contract. It must ensure that these obligations are complied with by its subcontractors.

22.2- Health and safety at work and the environment

Should the Contractor's employees have any involvement in the Establishment, they must comply with the applicable regulations regarding health and safety at work and the environment, and acquaint themselves with and comply with the rules in force on the relevant site. The Contractor must advise its subcontractors of the specific measures on the subject incumbent on it for the performance of the contract.

It must ensure that these obligations are complied with by its subcontractors.

Article 23 - Contractual severability clause

If one or more stipulations of the Contract is/are deemed to be invalid or declared as such pursuant to a law, a regulation or a court decision, the other contractual stipulations shall still be applicable. Should one of these clauses be cancelled, the Parties shall get together as quickly as possible to negotiate a new clause intended to replace the cancelled one, endeavouring to respect the consensus of mind existing at the time of the signing of this contract.

Article 24 - Disputes

In the event of a dispute, only French law shall be applicable.

Unless otherwise specified in the Contract and except for private law public procurement contracts, in accordance with Article R. 312-11 of the French Administrative Justice Code, the parties expressly agree that their disputes not resolved amicably shall be submitted to the Administrative Court of Montpellier (34).

Article 25 - Intellectual and industrial property

Unless otherwise provided for in the Contract, for services involving an intellectual and industrial property right, the Contractor shall exclusively assign all of the rights or titles of any nature relating to the results and, in particular, in addition to the provisions of the relevant GATC, relating to the summary reports, research, expert reports, studies, analyses, and specific software allowing the Establishment to use them freely, including for commercial purposes, for the territory, the duration and the modes of operation specified hereafter.

The Contractor shall assign to the Establishment the literary and artistic property rights relating to the results for the territory, the duration and the modes of operation specified hereafter.

These assignments are valid in France, including French overseas departments and territories, and in the Establishment's countries and areas of involvement, for a minimum period of 10 years in all cases or for the legal duration of the intellectual and industrial property rights, if there is one.

The price of these assignments is included in the Contract price.

For these assignments, the Contractor shall alone be responsible to its employees and third parties involved on its behalf.

Article 26 - Protection of personal data

In this Article, the terms used have the meaning given to them in the applicable Regulations, understood to be all of the laws and regulations applicable to the protection of personal data, in particular Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 known as "General Data Protection Regulation" or "GDPR", and Law no. 78-17 of 6 January 1978 known as the "Data Protection and Civil Liberties Act".

26.1 - Information regarding the processing of the Contractor's data

As part of the collaboration that is the subject of these GCP, both the Establishment and the Contractor are required, each as a data controller, to collect and process personal data concerning the other party's people involved in the collaboration, whether employees or not (identification data, business contact details of the contact(s)), for the purposes of managing their contractual relations.

The processing carried out for these purposes is necessary for the performance of the relevant Contracts and each party is deemed a separate data controller with each acting on its own behalf.

However, it is considered that each party shall duly inform its own staff about the processing thus carried out by the other party in connection with their common activities.

This data is intended for the other party and their partners in view of the appropriate confidentiality measures taken, and can only be kept for the time required to achieve that objective, without prejudice to any obligations for the data to be kept for a longer time, particularly depending on the applicable statutory limitation periods.

Pursuant to the applicable Regulations, data subjects shall, as applicable, have rights of access, correction and objection for legitimate reasons, right to the limitation of the processing, and right to delete personal data concerning them.

These rights can be exercised by contacting the data controllers' data protection officers (dpo@cirad.fr for the Cirad).

The data subjects also have the right to make a complaint directly to the competent supervisory authorities on data protection (the CNIL in France).

26.2 - The Contractor's undertakings in respect of data protection

As part of the services subject to these GCP, the Contractor undertakes to comply with the applicable Regulations.

When the Contractor has access to and processes personal data on behalf of the Establishment, acting as a data controller, it is classified as a data processor within the meaning of the GDPR.

As a data processor, the Contractor undertakes, in particular:

1. only to act on the Establishment documented instruction, solely in accordance with the purposes needed for the performance of the services subject to these GCP, and to inform the Establishment immediately if, in its opinion, an instruction is in breach of the aforementioned applicable Regulations;
2. to guarantee the integrity and the confidentiality of the personal data processed, by implementing any appropriate technical and organisational measures, and to comply with the security policy implemented at the CIRAD, including concerning data that is not personal but nonetheless sensitive for the Establishment, which meets the same requirements for the Contractor;
3. to ensure that it limits the number of persons authorised to process the personal data, who must be subject to an appropriate obligation of confidentiality and receive the necessary training on the protection of personal data;
4. to take account, as far as its services are concerned, of the principles of both personal data protection by design and personal data protection by default;
5. to cooperate with the data controller in the carrying out of its obligations associated with the applicable Regulations, particularly regarding data security and the analysis of the impact on privacy, consultation of the supervisory authority, the data subjects' request to exercise their rights and breach of data;
6. to notify the Establishment of any breach of personal data within a maximum period of 48 hours of having been made aware of it by using the email address dpo@cirad.fr, and attaching all useful documentation to allow the data controller, if necessary, to notify said breach to the competent supervisory authority and the data subjects;
7. to delete and/or return, depending on the Establishment's instructions, the personal data processed, at the end of the service subject to these GCP, and to certify in writing the destruction of such data;
8. to keep a written register of all categories of processing activities performed on behalf of the data controller, in accordance with the applicable Regulations;
9. to provide the Establishment with the necessary documentation to prove compliance with all of its obligations and to allow audits, including inspections, to be carried out by the data controller or another auditor appointed by it, and to contribute to those audits;
10. to impose the same obligations as those mentioned above on any sub-processors, ensure that they have sufficient guarantees and advise the CIRAD of these sub-processors in advance. in order to allow the Establishment to object to them within a period of 10 working days.
11. to ask for the data controller's express prior authorisation in the event of sub-processing with the transfer of data to a country located outside of the European Union, to provide the appropriate guarantees in respect of said transfer, together with the information notice to be disseminated to the data subjects;
12. to provide the Establishment, upon request and within a reasonable time frame, with the full, up-to-date list of its sub-processors.

When the specific characteristics of the service justify it, the Establishment may ask for clauses specific to the protection of personal data to be signed and additional compliance and security guarantees to be provided by the Contractor.

Article 27 Article 27 - Holder’s commitments as regards ethics and environmental and social responsibility

Article 27.1 - Holder’s commitments as regards ethics

The Holder guarantees:

- That it, its suppliers, consultants or subcontractors are not listed on any Financial Sanctions Lists (including those relating to the fight against the financing of terrorism);
- That it does not purchase, supply or finance supplies, services or sectors under embargo by the United Nations, the European Union or France;
- That its own funds are not of unlawful origin;
- That they are not in a situation of conflict of interest as regards this public contract; conflicts of interest may arise, in particular, from economic interests, political or national affinities, family or emotional relationships, or any other type of relationship or common interest;
- That it has not granted, sought, sought to obtain or accepted, and undertakes to not grant, seek, seek to obtain or accept an advantage, whether financial or in kind, as a favour from any person where said advantage is unlawful or directly or indirectly constitutes corruption in that it equates to gratification or a reward relating to the award of a public contract;
- That it undertakes to immediately inform and will immediately inform the purchaser of any situation constituting a conflict of interest or which may result in a conflict of interest.

The Holder undertakes:

- That the negotiation, conclusion and performance of the contract has not and will not result in any act of corruption, fraud or anti-competitive practices;
- That it will immediately inform the purchaser as soon as it becomes aware of an act of corruption, fraud or anti-competitive practices, or it suspects the existence of such acts or practices;
- That, in the above case, or at the purchaser's request where the latter suspects the existence of such acts, it will immediately take all necessary measures to resolve the issue.

27.2 Environmental and social responsibility

In the context of the contract, the Holder undertakes and will require its subcontractors to comply, in accordance with the laws and regulations applicable in the place where the services are provided, with the environmental and social norms recognised by the international community, including the International Labor Organization's (ILO) fundamental conventions and international conventions on environmental protection;

In the context of the contract, the Holder undertakes to implement these mitigation measures, to ensure all of these measures are complied with by any subcontractors, and, in the event of breach, to take all appropriate measures.

27.3 Environmental requirements

CIRAD has been committed for many years to sustainable public procurement. In this context, these GCP define minimum environmental execution conditions applicable depending on the nature of the purchase. Where the nature or environmental stakes of the purchase justify it, these provisions may be supplemented or replaced by specific requirements set out in the Contract.

✓ For the purchase of supplies and equipment – Packaging

In accordance with Article 20.2 of the GATC-SS, where the product characteristics and health or hygiene requirements allow, the packaging used must be reusable, recyclable, or made, in whole or in part, from recycled materials. At CIRAD's request, the Holder must be able to justify the use of packaging that does not meet these characteristics.

Individual packaging and overpackaging are limited to what is strictly necessary for the protection, transport, or preservation of the products. At CIRAD's request, the Holder must justify any use of individual packaging or overpackaging.

✓ For the purchases involving the delivery of supplies or equipment – Delivery

When multiple products from the same order are available for shipment on the same date, the Holder must consolidate them into a single delivery, unless justified impossibility related to the product characteristics or a contrary request from CIRAD. At CIRAD's request, the Holder must be able to justify any split delivery.

✓ For the purchases of services – Exchanges, documents, and media

All deliverable documents must be made available in electronic format and, at CIRAD's request, on paper. The paper is then on recycled or eco-labeled paper supports, ensuring the use of wood from sustainably managed forests. (in order of priority: recycled paper, eco-labeled European Ecolabel paper, NF Environment, Blue Angel or equivalent, certified paper from sustainably managed forests, labeled PEFC, FSC or equivalent, the thinnest possible paper weight). In the case of reprography, double-sided and black and white printing is preferred, unless otherwise specified in the contract. The digital documents shared by the Holder are compressed as much as possible while maintaining their readability.

✓ For the works contracts and maintenance services – Waste management generated by service execution

The Holder must ensure the source separation of waste generated during the works or maintenance and direct it to appropriate recovery or disposal channels, in accordance with applicable regulations.

The Holder must comply with the sorting, separate collection, and management procedures applicable to the relevant waste streams.

The Holder must retain proof of waste handling and disposal and provide it to CIRAD upon request.

Control and traceability: The Holder must retain evidence demonstrating compliance with the applicable environmental requirements and provide it to CIRAD upon request. Depending on the requirement, such evidence may include technical data sheets or product and packaging characteristics, ecolabel or certification references, paper references, delivery notes, waste tracking forms, proof of collection, disposal, or treatment, or any equivalent document.
CIRAD may verify compliance with these requirements by any appropriate means. In the event of non-compliance, the Holder will be subject to penalties under the conditions set out in Article 9.2 of these GCP.

Chapter II: Special provisions applicable to Supply and Service contracts, other than Intellectual Service (IS) contracts and Information and Communication Technology (ICT) contracts

Article 28 - Reference to the GATC-SS

Unless otherwise expressly mentioned in the Contract or in these G.C.P., the stipulations of the General Administrative Terms and Conditions, applicable to contracts for Supplies and Services (referred to hereafter as GATC-SS), in its version emanating from text no. 18 of the order of 30 March 2021 and published in the OJFR (Official Journal of the French Republic) of 1st April 2021, are applicable to the Contract.

For information purposes, the GATC-SS can be viewed at the following Internet address:
https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000043310341

Article 29 - Guarantee

The start date for the guarantee is the date of acceptance of the services as defined in Article 11.2 above.

Article 30 - Exemptions from the GATC-SS

All of the provisions of these G.C.P. contrary to the terms of the GATC-SS override the Articles of said GATC affected by their amended wording, particularly the following Articles:

Article 3 above overrides Article 4 of the GATC-SS.
Article 9.1 above overrides Articles 14.1.1 and 14.1.2 of the GATC-SS.
Article 11 above overrides Articles 27.3, 28.1, 29 and 30.1of the GATC-SS.
Article 16 above overrides Article 11.1 of the GATC-SS.
Article 20 above overrides Article 42 of the GATC-SS.
Article 21 above overrides Article 41.1 of the GATC-SS.
Article 22 above overrides Articles 5.1 and 5.3 of the GATC-SS.
Article 25 above overrides Article 37 of the GATC-SS.
Article 29 above overrides Article 33.1 of the GATC-SS.

Chapter III: Special provisions applicable to contracts for Intellectual Services (IS)

Article 31 - Reference to the GATC-IS

Unless otherwise expressly mentioned in the Contract or in these G.C.P., the stipulations of the General Administrative Terms and Conditions, applicable to contracts for Intellectual Services (referred to hereafter as GATC-IS), in its version emanating from text no. 21 of the order of 30 March 2021 and published in the OJFR of 1st April 2021, are applicable to the Contract.

For information purposes, the GATC-IS can be viewed at the following Internet address:
https://www.legifrance.gouv.fr/jorf/id/J0RFTEXT000043310613

Article 32 - Checking operations

Unless otherwise stipulated in the Contract, the provisions of Article 28 of the GATC-IS relating to checking operations apply and take precedence over those of Article 11 above.
The Establishment does not automatically advise the Contractor of the dates and times set for the checks. The Contractor can ask the Establishment for these in writing. The Contractor can attend them or be represented at them.

Article 33 - Specific case of a project with a third party donor

For intellectual services carried out on a sub-contracting or co-contracting basis with the Establishment as part of a scientific project fully or partly funded by a third party ultimate beneficiary and for which the contract is attached as a contractual document of the Contract, handover is subject to the handover of the other services by the third party ultimate beneficiary.

Article 34 - Exemptions from the GATC-IS

All of the provisions of these G.C.P. contrary to the terms of the GATC-IS override the Articles of said GATC affected by their amended wording, particularly the following Articles:

Article 3 above overrides Article 4 of the GATC-IS.
Article 9.1 above overrides Articles 14.1.1 and 14.1.2 of the GATC-IS.
Article 16 above overrides Article 11.1 of the GATC-IS.
Article 20 above overrides Article 40 of the GATC-IS.
Article 21 above overrides Article 39.1 of the GATC-IS.
Article 22 above overrides Articles 5.1 and 5.3 of the GATC-IS.
Article 25 above overrides Article 35 of the GATC-IS.
Article 32 above overrides Article 28.5 of the GATC-IS.

Chapter IV: Special provisions applicable to Information and Communication Technology (ICT) contracts

Article 35 - Reference to the GATC-ICT

Unless otherwise expressly mentioned in the Contract or in these G.C.P., the stipulations of the General Administrative Terms and

Conditions, applicable to Information and Communication Technology contracts (referred to hereafter as GATC-ICT), in its version emanating from text no. 22 of the order of 30 March 2021 and published in the OJFR of 1st April 2021, are applicable to the Contract.

For information purposes, the GATC-ICT can be viewed at the following Internet address: **https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000043310689**

Article 36 - Checking operations

The provisions of Article 28 of the GATC-ICT relating to checking operations apply and take precedence over those of Article 11 above.
However, the Establishment does not automatically advise the Contractor of the dates and times set for the checks. The Contractor can ask the Establishment for these in writing. The Contractor can attend them or be represented at them.
At the end of the operational health check, the Establishment has a maximum period of fifteen days to notify the contractor in writing of its operational health check decision.

Article 37 - Intellectual Property

Unless otherwise stipulated in the Contract, the provisions of Article 46 of the GATC-ICT relating to intellectual property take precedence over those of Article 25 above.

Article 38 - Exemptions from the GATC-ICT

All of the provisions of these G.C.P. contrary to the terms of the GATC-ICT override the Articles of said GATC affected by their amended wording, particularly the following Articles:

Article 3 above overrides Article 4 of the GATC-ICT.
Article 9.1 above overrides Articles 14.1.1 and 14.1.2 of the GATC-ICT.
Article 11 above overrides Articles 24.1 to 24.3 of the GATC-ICT.
Article 16 above overrides Article 11.1 of the GATC-ICT.
Article 20 above overrides Article 51 of the GATC-ICT.
Article 21 above overrides Article 50.1 of the GATC-ICT.
Article 22 above overrides Articles 5.1 and 5.3 of the GATC-ICT.
Article 36 above overrides Articles 30.3 and 33.2.2 of the GATC-ICT.

Chapter V: Special provisions applicable to Works contracts

Article 39 - Reference to the GATC-Works

Unless otherwise expressly mentioned in the Contract or in these G.C.P., the stipulations of the General Administrative Terms and Conditions, applicable to Works contracts (referred to hereafter as GATC-Works), in its version emanating from text no. 19 of the order of 30 March 2021 and published in the OJFR of 1st April 2021, are applicable to the Contract.

For information purposes, the GATC-Works can be viewed at the following Internet address:
https://www.legifrance.gouv.fr/jorf/id/J0RFTEXT000043310421

Article 40 - Setting and extending deadlines

The provisions of Article 18 of the GATC-Works relating to setting and extending deadlines take precedence over those of Article 8 above. However, a single notice to proceed with the services/works stations/works shall be notified to the Contractor before the start of the preparation period, and covering all of the performance deadlines, and no notice to proceed shall be issued to order going from preparation to the actual works phase.

Article 41 - Materials and products

The provisions of Articles 24 and 25 of the GATC-Works relating to the quantitative and qualitative checks of the materials and products take precedence over those of Article 11 above.

Article 42 - Insurance

After notification of the contract, the Establishment, as the Client, reserves the right to communicate (or not) to the Contractor(s) specific details regarding the compulsory or optional insurances taken out or to be taken out.

Article 43 - Disputes

Unless otherwise stipulated in the Contract, the provisions of Article 55 of the GATC-Works relating to the settlement of disagreements and disputes take precedence over those of Article 24 above.

Article 44 - Exemptions from the GATC-Works

All of the provisions of these G.C.P. contrary to the terms of the GATC-Works override the Articles of said GATC affected by their amended wording, particularly the following Articles:

Article 3 above overrides Article 4.1 of the GATC-Works.
Article 9.1 above overrides Articles 19.2.2 and 19.2.3 of the GATC-Works.
Article 16 above overrides Article 10.1 of the GATC-Works.
Article 21 above overrides Article 46 of the GATC-Works.
Article 22 above overrides Articles 5.1 and 5.3 of the GATC-Works.
Article 25 above overrides Article 50.3.1 of the GATC-Works.
Article 40 above override Articles 18.1.1 and 28.1 of the GATC-Works.
Article 42 above overrides Article 8.2 of the GATC-Works.

Chapter VI: Special provisions applicable to Project Management contracts

Article 45 - Reference to GATC-Project Management

Unless otherwise expressly mentioned in the Contract or in these G.C.P., the stipulations of the General Administrative Terms and Conditions, applicable to Project Management contracts (referred to hereafter as GATC-Project Management), in its version emanating from text no. 23 of the order of 30 March 2021 and published in the OJFR of 1st April 2021, are applicable to the Contract.

For information purposes, the GATC-Project Management can be viewed at the following Internet address:
https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000043310778

Article 46 - Checking operations

The provisions of Article 20 of the GATC-Project Management relating to checking operations apply and take precedence over those of Article 11 above.
The Establishment does not automatically advise the Contractor of the dates and times set for the checks. The Contractor can ask the Establishment for these in writing. The Contractor can attend them or be represented at them.

Article 47- Intellectual property.

Unless otherwise stipulated in the Contract, the provisions of Article 24 of the GATC-Project Management relating to intellectual property take precedence over those of Article 25 above.

Article 48 - Insurance

After notification of the contract, the Establishment reserves the right to communicate (or not) to the Contractor specific details regarding the compulsory or optional insurances taken out or to be taken out.

Article 49 - Exemptions from the GATC-Project Management

All of the provisions of these G.C.P. contrary to the terms of the GATC-Project Management override the Articles of said GATC affected by their amended wording, particularly the following Articles:

Article 3 above overrides Article 4 of the GATC-Project Management.
Article 8 above overrides Article 15.3.3 of the GATC-Project Management.
Article 9.1 above overrides Articles 16.2.2 and 16.2.3 of the GATC-Project Management.
Article 15 above overrides Article 10.1.1 of the GATC-Project Management.
Article 16 above overrides Article 11.1 of the GATC-Project Management.
Article 20 above overrides Article 31 of the GATC-Project Management.
Article 21 above overrides Article 30.1 of the GATC-Project Management.
Article 22 above overrides Article 5.1 and 5.3 of the GATC-Project Management.
Article 46 above overrides Article 20.5 of the GATC-Project Management.
Article 48 above overrides Article 9.2 of the GATC- Project Management.