

General terms of use of CERN e-Procurement platform

DEFINITIONS:

The term 'supplier' shall mean any firm or combination of firms with an account on the CERN e-procurement platform.

The term 'platform' shall refer to the CERN e-Procurement platform.

The acronym 'GTU' shall refer to these general terms of use of the platform.

The term 'user(s)' shall refer to the contact person(s) duly authorised by the supplier for the use of the platform.

The term 'CERN' shall mean the European Organization for Nuclear Research.

ARTICLE 1: Acceptance of the GTU

The registration, access to and use of the platform are subject to acceptance by the supplier of the GTU. CERN reserves the right to modify the platform and the GTU at any time and without prior notification. The posting of such modifications on the platform will constitute notification. These modifications shall be deemed accepted by the supplier on its first access to the platform thereafter.

ARTICLE 2: Access to the platform and availability

The platform is accessible without interruption except in case of occasional maintenance operations, technical incidents or disrupted working order resulting from a force majeure event.

CERN has outsourced the technical support service, which can be contacted by email (support@in-tend.co.uk) or by phone (+44 (0)845 557 8079).

In case of questions concerning the registration of your profile or the contents of communications received through the profile, please contact CERN by email (procurement.service@cern.ch).

ARTICLE 3: Authentication

The supplier shall limit the access to and use of the platform to the user(s) only. The supplier shall keep strictly confidential all usernames and passwords necessary for the access to and use of the platform. In particular, the supplier shall bear the responsibility for all activities performed from the account(s) of its user(s). The supplier shall inform CERN forthwith in case of loss, attempt of violation or anomaly related to the use of its users' account(s), username(s) or password(s).

ARTICLE 4: Purchase orders

Any purchase order issued by CERN will be uploaded on the platform and notified automatically by email to the email address(es) provided by the supplier, which shall acknowledge receipt of such order within seven (7) calendar days from the date of the purchaser order. After this date, the purchase order shall be deemed accepted by the supplier.

ARTICLE 5: Use and responsibility

The supplier shall ensure that the information, including without limitation its contact, legal and bank details, it provides about itself on the platform shall be at all times complete and accurate.

CERN shall have no liability whatsoever for any costs, losses, expenses or damage of any nature, whether direct or indirect, material or immaterial, foreseeable or unforeseeable, incurred by the supplier or its users, or for any error or deficiency resulting from:

- (i) Fault, negligence or omission of the supplier, the users, or any third party on which CERN has no oversight ability, in its use of the platform;
- (ii) Use of the platform in a fraudulent or illicit manner, or late or erroneous communication of information to CERN;
- (iii) Non-compliance with the GTU or guidelines issued to the supplier or its users;
- (iv) Force majeure event;
- (v) Inherent features of the internet, in particular reliability and security issues, or non-availability of the platform.

ARTICLE 6: Intellectual property

All content appearing on or made available by CERN through the platform, such as texts, logos, pictures, downloads and databases, shall remain the exclusive property of CERN.

The supplier will not extract or use any of the content of the platform for any purpose whatsoever except in the ways, for the purpose and to the extent agreed in advance by CERN.

ARTICLE 7: Publication of information

CERN reserves the right to make the following information provided by the supplier publicly available:

- Supplier name;
- Supplier country;
- Procurement code(s);
- Type of supplier (service provider, reseller, manufacturer);
- Supplier URL; and
- Whether or not a supplier has in the past supplied or is currently supplying to CERN.

In case that you do not wish the above information to be made publicly available, please contact CERN by email (Supplierdb.Support@cern.ch).

ARTICLE 8: Confidentiality

CERN and the supplier shall keep confidential any confidential information made available on the platform. The term “confidential information” shall mean any information related to the contract(s) and/or purchase order(s) which has been identified as confidential or which can be reasonably understood to be confidential.

ARTICLE 9: Data Protection

Users of the platform shall comply with CERN's internal legislation on data privacy protection available at <https://cds.cern.ch/record/2651311>.

Industrial Liaison Officers (ILOs) are appointed by CERN's Member States to facilitate the flow of communication between CERN and its suppliers and potential suppliers. ILO's can provide advice on the opportunities available for doing business with CERN and the support available to suppliers and potential suppliers in their local regions. For these purposes, CERN will allow the Industrial Liaison Officers to access and use the data provided by suppliers on the platform.

ARTICLE 10: Order of precedence of documents

For the purpose of the use of the platform, CERN will transmit electronic purchase orders in PDF or XML format to the supplier.

In case of contradiction between PDF and XML formats for the same purchase order, the latter format shall prevail.

ARTICLE 11: Arbitration

Any dispute arising from the use of the platform which cannot be settled amicably shall be submitted to arbitration, to be held in Geneva, Switzerland, in accordance with CERN's status as an Intergovernmental Organization. The arbitration procedure specified in clause 35 of the general conditions of CERN contracts shall apply *mutatis mutandis*.