

## **(DRAFT) SERVICE CONTRACT**

For

### **“Lower Port Services Engineering”**

CONTRACT NUMBER – [IO/20/CT/SAP number]

The ITER International Fusion Energy Organization, hereinafter referred to as "the ITER Organization", represented by the Director-General, who is represented for the purposes of the signature of this Contract by Mr. Takakazu Kimura, Group Leader, Procurement And Contracts Delivery Group, ESOC Section

on one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this Contract by [name in full and function,] *duly authorized to sign on behalf of the Company (or the members of the consortium).*

on the other part,

HAVE AGREED

**The Special Conditions** and the following Annexes:

- Annex I** General Conditions for ITER Organization Service Contracts (“the General Conditions”) ref ITER\_D\_4EBUPM v 2.2 dated 12 December 2014
- Annex II** Technical Specifications ref. ITER\_D\_3RUBEG v.1.0 dated 17 July 2020 (Call for Expertise ref IO/20/CFE/10019526/AKN)
- Annex III** Contractor's Offer (No [complete] of [complete])
- Annex IV** ITER Organization Internal Regulations concerning work on site (applicable to a Contract or working at ITER)  
link <http://www.iter.org/org/team/adm/proc/generalinfo>
- Annex V** Contract or Safety Management Procedure related to ITER  
link <http://www.iter.org/org/team/adm/proc/generalinfo>
- Annex VI** Declaration of Background Intellectual Property
- Annex VII** Template for Declaration of Generated Intellectual Property

which form an integral part of this Contract (hereinafter referred to as “the Contract”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The hierarchy of documents shall follow the numbering of the Annexes. Thus the terms set out in the Annex I shall take precedence over those in Annexes II, III, etc...

Subject to the above, the documents forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between these documents shall be explained or rectified by a written instruction issued by the ITER Organization, subject to the rights of the Contract or under Article 33 of the Annex I should the Contractor dispute such instruction.

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 - SUBJECT**

- I.1.1.** The subject of the Contract is to provide Lower Port Services Engineering.
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Technical Specifications and Contractor's offer annexed to the Contract (Annexes II and III respectively).

### **ARTICLE I.2 – DURATION, ENTRY INTO FORCE AND PERFORMANCE OF SERVICES**

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party. Provision of the services may under no circumstances begin before the date on which the Contract enters into force.
- I.2.2.** The services shall be delivered according to the schedule provided in Article I.4.2. The delivery dates provided in Article I.4.2 shall not be extended without a formal confirmation letter issued by the ITER Organization or written amendment. This extension shall not be considered as a waiver of liquidated damages unless so specifically mentioned in the extension.
- I.2.3.** All periods specified in the Contract are calculated in calendar days. The Provision of the services shall start from the date of entry into force of the Contract.

### **ARTICLE I.3 – VALIDITY**

Notwithstanding termination of the Contract, its provisions shall continue to bind the Parties in so far and for as long as may be necessary to give effect to their respective rights and obligations.

### **ARTICLE I.4 – CONTRACT PRICE**

- I.4.1** The fixed lump-sum total amount to be paid by the ITER Organization under the Contract shall be EUR [amount in figures and in words] excluding VAT, covering all services provided. The ITER Organization shall not accept liability for any expenditure beyond the aforementioned maximum amount.

**I.4.2** This amount is further broken down as indicated below:

| D#                                | Deliverables as described in Chapter 8 of the technical Specifications ITER_D_3RUBEG v.1.0 dated on 17 Jul 2020   | Due Delivery Date  | Price in EUR       |
|-----------------------------------|---|--------------------|--------------------|
| D1                                | Review market and other ITER related options for pipe cut/weld tooling inside VACCUM VESSEL for water and gas pipe connection points between rack and VACCUM VESSEL mounted pipes.<br>Select tooling if available, taking into account tooling space requirement.<br>Identify space reservations and work out sequence of operations (i.e. which side of the pipe is moved, etc.).<br>Determine time required for operations.<br>Justify with simple engineering calculations, if necessary (i.e. if pipe is forced, where to put the support so that stresses are acceptable).<br>Output is CAD data with explanation PPT. | $T_0^* + 2$ Months | to be added        |
| D2                                | Pipe routing and attachment from FT to rack connection, including water and gas pipes for all 3 lower ports. Include attachment structures, definition of boss placement. Attachment of RH connector for electrical systems.<br>Output is Enovia CAD data.  | $T_0 + 3$ Months   | to be added        |
| D3                                | Prepare all related documentation for PDR (presentation, reports, supporting calculations, interfaces, etc.).   | $T_0 + 4$ Months   | to be added        |
| D4                                | Pipe (water and gas) and electrical cable routing within rack for all 3 racks. Identify interface points between tenants and PI taking into account integration scheme, specifics of tenants, and their RH classification and HC handling tools.<br>Work out attachment to rack structure.<br>If necessary, justify with simple calculations.<br>Output is Enovia CAD data.   | $T_0 + 6$ Months   | to be added        |
| D5                                | Work out future mock-up plan to validate concept.<br>Update all studies based on PDR output. Answer relevant chits with documents if necessary.   | $T_0 + 10$ Months  | to be added        |
| D6                                | Final report  | $T_0 + 11$ Months  | to be added        |
| <b>Total Firm and Fixed Price</b> |   |                    | <b>to be added</b> |

$T_0^*$  is the date of Kick-off Meeting within one month after the signature of the contract

**ARTICLE I.5 – PAYMENT FORMALITIES AND PERIOD**

**I.5.1.** Payments shall be executed only if the Contractor has fulfilled his contractual obligations by the date on which the invoice is submitted by the Contractor to the ITER Organization.

The payment execution due date is thirty (30) days after receipt of a correctly rendered invoice and all necessary supporting documents. If the acceptance of a deliverable by the ITER Organization is a condition for payment, the 30 days due date starts after the ITER Organization has:

- (i) accepted the deliverable(s) and
- (ii) received a correctly rendered original invoice.

#### **I.5.2. For final payment**

The final Payment of the Contract shall be made following reception of the following:

- Invoice(s);
- Provision of a certification issued by the Contractor and validated by the TRO of satisfactory delivery of all deliverables within the delivery dates, completion of the Services and, whenever applicable, completion of other obligations to be fulfilled, in accordance with the stipulations of this Contract;
- Copies of supporting documents that may be required by the IO as evidence of satisfactory contractual performance; and
- Declaration of any intellectual property resulting from Services undertaken for the purpose of the Contract, or a formal declaration that no intellectual property has been generated, using the template provided in Annex VII to the present Contract. If applicable, such declaration shall be made on behalf of the industrial consortium and/or subcontractors.

#### **I.5.2. The payment and delivery schedule is the following:**

| M#                             | Details  | Estimated Payment Time | Amount in EUR      |
|--------------------------------|--|------------------------|--------------------|
| M1                             | Successful completion and IO acceptance of D 01 and D 02 | $T_0^* + 4$ Months     | <i>to be added</i> |
| M2                             | Successful completion and IO acceptance of D 03 and D 04 | $T_0 + 7$ Months       | <i>to be added</i> |
| M3                             | Successful completion and IO acceptance of D 05 and D 06 | $T_0 + 12$ Months      | <i>to be added</i> |
| <b>Total Amount to be Paid</b> |  |                        | <i>to be added</i> |

$T_0^*$  is the date of Kick-off Meeting within one month after the signature of the contract

### **ARTICLE I.6 – BANK ACCOUNT**

Payments shall be made to the Contractor's bank account denominated in the Contract's currency, identified in the duly filled Financial Identification Form. The Financial Identification Form shall be provided by the ITER Organization in a timely manner.

It is the Contractor's obligation to return this form to the ITER Organization in a timely manner. No payments can be made until the ITER Organization is in possession of this document.

### **ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS**

Any communication relating to the Contract shall be made in writing and shall bear the Contract reference. Ordinary mail shall be deemed to have been received by the ITER Organization on the date on which it is registered by the responsible Department indicated below.

Communications shall be sent to the following addresses:

**a) ITER Organization:**

- i. Technical Content  
ITER Organization  
*Name of Responsible Officer*  
Route de Vinon sur Verdon, CS 90 046, 13067 Saint Paul Lez Durance, France  
Email :  
Tel :
- ii. Contractual Content  
ITER Organization  
Lijun LIU  
Procurement and Contracts Division  
Route de Vinon sur Verdon, CS 90 046, 13067 Saint Paul Lez Durance, France  
Email : [lijun.liu@iter.org](mailto:lijun.liu@iter.org)  
Tel : +33 4 42 17 31 71
- iii. Financial  
ITER Organization  
Finance and Budget Division / ATS  
Route de Vinon sur Verdon, CS 90 046, 13067, Saint Paul Lez Durance, France  
Email : [accounting@iter.org](mailto:accounting@iter.org)

**b) Contractor:**

- i. Technical Content  
Mr/Mrs/Ms [complete]  
[Function]  
[Company name]  
[Official address in full]  
Email :  
Tel :
- ii. Contractual Content  
Mr/Mrs/Ms [complete]  
[Function]  
[Company name]  
[Official address in full]  
Email :  
Tel :
- iii. Financial  
Mr/Mrs/Ms [complete]  
[Function]  
[Company name]

[Official address in full]

Email :

Tel :

## **ARTICLE I.8 – PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the ITER Organization, its staff, experts and the representatives of the ITER Members.

## **ARTICLE I.9 – SAFETY AND SITE ACCESS**

- I.9.1.** The Contractor shall be responsible for the observance by himself, his employees and sub-contractors of all safety precautions necessary for their protection and the protection of any other persons, including all precautions required to be taken by or under or pursuant to any applicable legislation. For the avoidance of doubt this includes the ITER Organization Internal Regulations concerning Work, Health, Safety and Security for persons undertaking activities on the ITER Site (see Annex IV), the Contract or Safety Management Procedure related to ITER (see Annex V).
- I.9.2.** The Contractor shall adhere to the site access procedure when entering the ITER Site. The ITER Organization shall provide the Contractor with any necessary information and documentation for site access.

## **ARTICLE I.10 – LAW AND LANGUAGE OF THE CONTRACT**

- I.10.1.** The ITER Organization is governed by its constitutive agreements, the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project and the Agreement on the Privileges and Immunities of the ITER Organization both signed on 21 November 2006.
- I.10.2.** Without prejudice to the ITER Organization's status, the contract shall be governed in accordance with its true meaning and effect.

Subsidiarily, reference to French law shall be made for, and only for:

- i. the interpretation of a contract provision when such provision is ambiguous or unclear, in which case, such interpretation shall only be made for said provision, and not in respect of the contract as a whole; or
- ii. when specific provisions of French law are of overriding mandatory effect.

- I.10.3.** The language used shall be English.

## **SIGNATURES**

For the Contractor,

For the ITER Organization,  
Takakazu Kimura, Group Leader,  
Procurement And Contracts Delivery  
Group, ESOC Section

Signature[s]: \_\_\_\_\_

Signature[s]: \_\_\_\_\_

Done at,

Done at St. Paul Lez Durance , [date]

In duplicate in English.

DRAFT