

(DRAFT) SERVICE CONTRACT

For

“Specialist engineering work relating to In-Vessel Diagnostic Systems”

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, Engineering, Science, Operation and Corporate 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_3J65WD v1.0 dated 09 June 2020 (Call For Expertise ref IO/20/CFE/10019287/BBE)
- 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 BIP
- 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 the provision of Specialist engineering work related to the In-Vessel Diagnostics systems.
- 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_3J65WD dated 09 June 2020	Due date	Amount in EUR
D01	<p>Report of FOCS Front End manufacturing status.</p> <p>The manufacturing tender for FOCS Front End components has been launched, and it is needed to follow it up, manage the DR's and control, hold and witness points of the manufacturing process until the delivery of the components at IO side, as well as organization of Delivery Readiness Reviews.</p>	T0+ 3 months	<i>to be added</i>
D02	<p>Report on Chit close out action plan for Fiber Bundle FDR.</p> <p>As captive component inside cable trays, the FOCS FBC from the Port Cell up to the diagnostics building has to be designed to FDR standard and validated passing through the review processes. The contractor will provide support in the preparation of the review as well as in the coordination of the different sources needed to perform the tasks and subsequently resolve the chits from the review.</p>	T0+ 6 months	<i>to be added</i>
D03	<p>Report on FOCS design and engineering support.</p> <p>The FOCS Back End is currently in the PDR phase, and the Front End is in manufacturing. Many aspects are related to mechanical integration. This report contains a summary of the activities and actions undertaken to support the design and guarantee mechanical integration of the FOCS back-end in the port-cell area and of the FOCS front-end in the framework of the Engineering Work Package preparation.</p>	T0+ 9 months	<i>to be added</i>
D04	<p>Report of manufacturing of coils status.</p> <p>Manufacturing and installation contracts are running for the CER, IVC and OVC diagnostics. This report will contain a summary of the state of manufacture, the actions taken (DR, NCR, Inspection) and recommendations for / drafts of assembly documentation in support of EWPs.</p>	T0+ 10 months	to be added

D#	Deliverables as described in Chapter 8 of the technical Specifications ITER_D_3J65WD dated 09 June 2020	Due date	Amount in EUR
D05	Report of construction activities status for coils. Summary of support on coordinating the activities related to construction, including meetings with construction, development of construction specifications and on-site inspection.	T0+ 12 months	to be added
	Total fixed lump-sum (EUR)		

T0* = Entry into force 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 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	Due date	Amount in EUR
M1	Successful completion of D 01	$T_0^* + 4$ Months	to be added
M2	Successful completion of D 02	$T_0^* + 7$ Months	to be added
M3	Successful completion of D 03	$T_0^* + 10$ Months	to be added
M4	Successful completion of D 04 and D05	$T_0^* + 13$ Months	to be added
Total			to be added

T_0^* = Entry into force 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
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

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 Contract or 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, Engineering, Science,
Operation and Corporate Section

Signature[s]: _____

Signature[s]: _____

Done at ,

Done at St. Paul Lez Durance , [date]

In duplicate in English.