

गुजरात गुजरात GUJARAT

13/8/13

AD 353129



**Implementation Agreement No. I-I/LSP/01/13-14
of the Framework Contract for Global Transport, Logistics and
Insurance Services No. IO/CFT/12/6000000085 dated 10 Feb 2012
(ITER Project)**

BETWEEN

**ITER INDIA (Institute for Plasma Research), Plot A-29, GIDC, Electronics Estate,
Sector-25, Gandhinagar - 382016 (Gujarat), India, governed by the laws of India,
represented for the purpose of the signature of this agreement by Dr Shishir Deshpande,
acting as Project Director, ITER-India**

Hereinafter the "INDA";

In one hand;



FGY

AND

DAHER INTERNATIONAL, a private company duly incorporated under the laws of France, registered in Marseille under no 068 803 055, having its registered office at **Technoparc des Florides, Route de Martigues, CD9 - CS 40002 - 13729 Marignane**, France represented for the purposes of the signature of this agreement by **Mr M. François Genevey**, acting as **DAHER INTERNATIONAL's Project Director for the ITER Project**.

Hereinafter "**DAHER INTERNATIONAL**" or "**DI**";

In the other hand;

Hereinafter individually referred to as "**Party**" and jointly as "**Parties**";

This implementation agreement is made and entered into this 14th day of August 2013 by and between ITER-India (INDA) and DAHER INTERNATIONAL (DI).

PREAMBLE

WHEREAS ITER Organization (hereinafter "**IO**") and the ITER Members (European Union, Japan, the People's Republic of China, India, the Republic of Korea, the Russian Federation and the USA) intend to construct the ITER Tokamak and its associated plant systems in Europe, at Cadarache, in southern France (hereinafter the "**ITER Project**");

WHEREAS each ITER Members have established a Domestic Agency to manage and provide the components and the supplies they have in their respective scope to IO, and ITER - INDIA (hereinafter the "**INDA**") is the Domestic Agency for India;

WHEREAS IO and INDA have entered into the Memorandum of Understanding dated 27 January 2011 regarding Global Transportation Program for the ITER Project.

WHEREAS ITER Organization, on its own and on behalf of the Domestic Agencies including the INDA, has retained the services of DAHER INTERNATIONAL in connection with the management of all transportation, logistics, insurance and related services for the loads to be transported from each Domestic Agency and delivered to the ITER Cadarache Site in France, between Domestic Agencies and entered therefore into the ITER Framework Service Contract (ref. IO/CFT/12/6000000085 and its Annexes dated 10 February 2012) hereinafter the "**ITER Contract**";

WHEREAS INDA in-kind contributions to the ITER Project are defined by Procurement Arrangements;

WHEREAS in accordance with the ITER Contract's terms, the Domestic Agencies, and notably INDA or its duly mandated Supplier, will be the initiators and requestors of services only through Task Orders placed to DAHER INTERNATIONAL and/or to its duly mandated Local Partner.



WHEREAS DAHER INTERNATIONAL's duly mandated Local Partner shall be selected by INDIA following the competitive bidding process, with the participation of DAHER INTERNATIONAL in the selection process, final decision on selection rests with INDIA.

WHEREAS in this context, the Parties wish to enter into this Implementation Agreement (hereinafter referred to as the "**Implementation Agreement**") to define the special terms and conditions of their collaboration for performance of the above mentioned services;

NOW THEREFORE, in consideration of the covenants hereinafter contained, the Parties agree as follow:

ARTICLE 1 - DEFINITIONS

In addition to terms already defined elsewhere in this Agreement or already defined in the ITER Contract, all capitalized terms in this Implementation Agreement shall have the following meanings:

"LOCAL PARTNER" shall mean a Subcontractor of DAHER INTERNATIONAL with which DAHER INTERNATIONAL enter into a partnership agreement (hereinafter referred to as the "**Partnership Agreement**") for the ITER Project defining, inter alia, the level of delegation granted by DAHER INTERNATIONAL to its Partner to sign and execute Task Orders in accordance with the terms and conditions of the ITER Contract and this Implementation Agreement.

"SERVICES" shall mean any services related to global logistics, transport including the insurance, as described in Annex 1 of the ITER Contract and more specifically in any Task Orders, to be performed by DAHER INTERNATIONAL and/or its Local Partner upon request of the INDIA or its mandated Suppliers with due approval of INDIA.

"TASK ORDERS" shall mean the formal contractual agreement ordering Services to be performed (i) by DAHER INTERNATIONAL under the terms and conditions of the ITER Contract and the Implementation agreement and/or (ii) by its local Partner under the terms and conditions of the Implementation Agreement and the Partnership Agreement. Any Task Order shall be countersigned by DAHER INTERNATIONAL and F4E. E-mailed scanned copy of signed Task Orders shall be accepted as instructions to proceed with required actions, the original signed Task Orders to follow by courier service.

"TECHNICAL SPECIFICATIONS" shall mean the technical specification as described in Annex 1 of the ITER Contract (Technical Specifications ITER_D_35HAHH v2.5 dated 26 October 2010). In case of discrepancy between definitions given in this Implementation Agreement and in the ITER Contract, the definition given in this Implementation Agreement shall prevail.



ARTICLE 2 - PURPOSE

The purpose of this Implementation Agreement is to define the respective role of the Parties in the performance of Services requested by the INDA and/or by its duly mandated Suppliers through Task Orders placed to DAHER INTERNATIONAL and/or to its Local Partner.

Each Domestic Agency and DAHER INTERNATIONAL may agree an Implementation Agreement detailing specific provisions of the Special and General Conditions applicable only to the Domestic Agency agreeing this Agreement. Should such an Implementation Agreement be agreed, it shall be applicable to each Task Order.

The terms and conditions defined in the ITER Contract not being clarified and/or amended in this Implementation Agreement shall remain applicable, including notably insurance, force majeure.

It is agreed that in case of any inconsistency between the ITER Contract and any Task Order, the provisions of the latter shall prevail provided that such provisions refer to the Implementation Agreement. Also, in case of any ambiguity in the interpretation of the terms and conditions of the ITER Contract, terms and conditions defined in the Implementation Agreement will prevail.

ARTICLE 3 - DESCRIPTION OF SERVICES

3.1. In accordance with the ITER Contract's terms, the Domestic Agencies, and notably the INDA or its duly mandated Supplier, will be the initiators and requestors of services only through Task Orders placed to DAHER INTERNATIONAL and/or to its duly mandated Local Partner.

The Services to be performed under this Implementation Agreement shall be more specifically defined in written Task Orders issued by the INDA to DAHER INTERNATIONAL and/or its Local Partner.

With respect to article 2.1 of the Technical Specifications, DAHER INTERNATIONAL shall notably manage transportation services. DAHER INTERNATIONAL and/or its Local Partner shall manage transportation by ocean, air, road, rail, and river freight including but not limited to direct and consolidated services for general cargo, including small package shipments, large equipment pieces and oversize equipment pieces.

For the proper performance of the Services, the Parties will need to use and exchange information such as documents, specifications, report and data. The INDA agrees to provide to DAHER INTERNATIONAL or its Local Partner such information in the form required by it, notably to comply with its information system and organizational policy. The INDA will take due care so that its suppliers will follow such provision.



3.2. DESCRIPTION OF SERVICES BETWEEN DAHER INTERNATIONAL AND INDA

With respect to article 1.3 of Annex 1 of Technical Specifications of the ITER Contract, DAHER INTERNATIONAL and/or its Local Partner shall perform all requested Transport and Logistics Services from the Supplier's factory of INDA or any other place specified by INDA up to the delivery of loads at the Supplier's factory of receiving/consignee DA or ultimate destination.

With respect to article 2.5.1. Global Transport (Services from Origin to Destination) DAHER INTERNATIONAL and/or its Local Partner shall implement Transport and Logistics Services from the dock or shop floor of each Supplier until the loads are delivered and offloaded at the ITER site and/or at receiving location/Supplier's location in case of transfer from DA to DA, and it includes the fulfillment of the complete Services defined in the ITER Contract and/or in the respective Task Order from consignor/sending DA to consignee/receiving DA.

DAHER INTERNATIONAL and/or its Local Partner shall anticipate all related services and tasks such as escort, transshipment, storage and control, covering all the DAs Countries, using all means of transport across national boundaries as required.

ARTICLE 4 - SELECTION OF LOCAL PARTNER OF DAHER INTERNATIONAL

The Local Partner of DAHER INTERNATIONAL will be selected through resorting to competitive bidding process by inviting the potential Indian Logistics Service providers. DAHER INTERNATIONAL will contribute in the drafting of tender documents/enquiries and definition of the eligibility criteria for selection of the bidders.

DAHER INTERNATIONAL will also participate in the tender evaluation process for selection of suitable Local Partner. Final selection of a Local Partner, who meets the eligibility criteria laid down by DAHER INTERNATIONAL, rest with INDA.

Selected Local Partner will be acceptable to both the parties and a binding relationship will be created between DAHER INTERNATIONAL and Local Partner through a valid Partnership Agreement.

ARTICLE 5 - COSTS OF SERVICES

The cost of Services to be performed by DAHER INTERNATIONAL and/or its Local Partner with respect to the ITER Contract is defined in its Annex 2 (Financial Annex, including Performance Bond) and in each Task Order when complying with such Annex 2. The Management, Gross Profit and Indirect Overheads Fees and other prices described in Annex 2, Part 2, are only indicative which will be based on the Task Order. However, the cost of Services agreed in each Task Order only will prevail.



ARTICLE 6 - INVOICING AND PAYMENT

6.1. The following Payment Terms will be applicable for INDA:

In accordance with the payment schedule indicated in each Task Order, DAHER INTERNATIONAL and/or Local Partners shall submit a formal request for the payment to INDA or its duly mandated Supplier accompanied by the following documents for the first phase of successfully executed services (from the place of origin in India at any manufacturing site, any staging/storage facility or any other place as designated in each Task Order to the point of entry at the Harbour Grand Port Maritime de Marseille or Marignane Airport or any other Port or Airport mentioned in the respective Task Order):

- (a) The relevant invoices indicating the reference number of the Implementation Agreement and the reference of the Task Order number to which they refer. Each invoice shall reflect milestones or services completed and payable under the Implementation Agreement and the cumulative amount of all invoices to date.
- (b) Clean, Stamped On Board and duly signed Bill of Lading/Airway Bill.
- (c) A copy of Insurance Certificate.
- (d) A copy of Shipping Bill with the related documents if any (for Export).
- (e) A copy Bill of Entry (for Import).
- (f) A signed Shipment Delivery Certificate as per packing list by the Consignee (i.e. IO/INDA/INDA'S mandated Suppliers/DAs) including all its annexes.

6.2. DAHER INTERNATIONAL or its Local Partner shall submit their invoices for payment in accordance with the negotiated terms to the address mentioned in the respective Task Order for such purpose.

Invoices will be grouped and sent monthly to INDA in the following manner:

- On 21st of each month DAHER INTERNATIONAL or its Local Partner issues to INDA a report summarizing;
 - o All loads sent by INDA or its mandated Suppliers that have been shipped from their points of origin between 21st of previous month and 20th of current month.
 - o All loads that have been delivered at the ITER Site between 21st of previous month and 20th of current month.
 - o Reference to the Task orders or specific instruction from INDA or its mandated Suppliers for shipment of the concerned loads.



- The report is subject to approval or rejection for correction or request for additional information by INDA within seven (7) days from receipt (by the 28th of the month).
- Each 30th of the month, DAHER INTERNATIONAL or its Local Partner invoices INDA on the basis of the final agreed report.

6.3. DAHER INTERNATIONAL or its Local Partner will invoice the Services to INDA as follows:

For the First Phase of transportation (from the place of origin in India to the point of entry in France), Services shall be billed in Indian Rupee as in the Task Order.

Any Services provided during the Second Phase of transportation from the point of entry (loads discharged and unlashed on quay at the Harbour 'Grand Port Maritime de Marseille' for Marseille Harbour or ground for Marignane Airport) up to the ITER Site in Cadarache France or to a designated staging/storage facility will be invoiced to the European Domestic Agency as per Article I.12. of the ITER Contract.

The payment terms mentioned in the respective Task Order (s) will prevail for the Services or the part of Services which will be executed with DAs other than European DA. The payment mechanism for execution of Services under this contract between DA to DA will be based on the agreement in this regard between them.

Applicable Income Tax TDS/Taxes will be deducted from the bills and necessary certificate will be issued for the same.

The bank details of DAHER INTERNATIONAL are as under:

For DAHER INTERNATIONAL:

Name: DAHER INTERNATIONAL

Address: Technoparc des Florides, Route de Martigues, CD9 - CS 40002 - 13729 Marignane

Account: DAHER INTERNATIONAL VAT nr: 64068803055

Bank and its address: BNP Paribas, 5 boulevard de Dunkerque, 13002 Marseille, FRANCE

IBAN: FR 763000 4007 1100 0202 4189 075

For the Local Partner: Bank Details as per the respective Task Order.



ARTICLE 7 - LIABILITY

DAHER INTERNATIONAL and its Local Partner shall be liable towards the INDA under the terms and conditions of the ITER Contract, Implementation Agreement and respective Task Order. DAHER INTERNATIONAL shall be at the option of INDA jointly and/or individually liable in respect of the breach by its Local Partner. In the event DAHER INTERNATIONAL is individually liable, to the extent related to the First Phase of transportation, for the purpose of Article 9 "Arbitration", the term Local Partner shall be replaced by DAHER INTERNATIONAL. In the event DAHER is jointly liable with the Local Partner, for the same phase, the term Local Partner shall be replaced by Local Partner and DAHER INTERNATIONAL.

Damages shall be claimed as per the provisions set forth under the ITER Contract.

DAHER INTERNATIONAL and/ or its Local Partner will remain irrevocably and unconditionally liable to INDA at all time during performance of the Implementation Agreement/respective Task Order(s) as per the terms of Implementation Agreement and ITER Contract, except if the ITER Organization has already sought the liability of DAHER INTERNATIONAL and/or its Local Partner for a same purpose. In such case, DAHER INTERNATIONAL and/ or its Local Partner shall only be liable towards the ITER Organization.

ARTICLE 8 - GOVERNING LAW

Law will be applicable in the following manner to the obligations under this Implementation Agreement with regards to every Task Order placed by INDA and/or its mandated Suppliers on the Local Partner of DAHER INTERNATIONAL and/or DAHER INTERNATIONAL:

- (a) The complete First Phase of transportation under this Implementation Agreement {i.e. from any point of origin in India to the point of entry in France 'Grand Port Maritime de Marseille' for Marseille Harbour or Marignane Airport} will be governed by the Indian Law.
- (b) The complete Second Phase of transportation under this Implementation Agreement {i.e. from the point of entry in France 'Grand Port Maritime de Marseille' for Marseille Harbour or Marignane Airport to the ITER Site in Cadarache France or to a designated staging/storage facility} will be governed by the Law stated under the ITER Contract.



ARTICLE 9 - ARBITRATION

In the event of any dispute or difference arising under this Implementation Agreement, to the extent related to the First Phase of transportation {i.e. from any point of origin in India to the point of entry in France 'Grand Port Maritime de Marseille' for Marseille Harbour or Marignane Airport}, the matter shall be referred to the Arbitrators one each nominated by INDA and one by the Local Partner/ DAHER INTERNATIONAL from their respective organisations. In case the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by INDA and the Local Partner/ DAHER INTERNATIONAL and whose decision will be final and binding on both the Parties. The venue of arbitration will be ITER-India, Gandhinagar (Gujarat). Subject to as aforesaid the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this Implementation Agreement.

The above Arbitration Provision is made to take care in event of Arbitration between Local Partner/ DAHER INTERNATIONAL and INDA. It will not affect the Arbitration Provision in the ITER Contract applying in the event of any dispute or difference arising under this Implementation Agreement, to the extent related to the Second Phase of transportation.

It is expressly agreed between the Parties that INDA shall refer the dispute to Arbitration against both DAHER INTERNATIONAL and its Local Partner, where situation arises to do so. Notwithstanding the above, if for any reason whatsoever, the INDA and/or its duly mandated supplier contract with the Local Partner for performance of defined portions of Services without DAHER INTERNATIONAL's countersignature, the Local Partner shall then be directly and solely liable for the Services towards them under the corresponding Task Orders and in no event shall DAHER INTERNATIONAL be liable for whatsoever reasons in connection therewith. The courts at Gandhinagar, exclusion of all other courts, shall have exclusive jurisdiction to try and entertain any dispute whatsoever, arising under this Implementation Agreement.

ARTICLE 10 - DURATION

This Implementation Agreement shall come into force upon its signature by the Parties, and shall remain in full force and effect until the termination of the ITER Contract.

Any other provisions of the ITER Contract as set forth under article I.9 of the ITER Contract shall apply to the Implementation Agreement.

ARTICLE 11 - MANAGEMENT PLAN AND QUALITY PLAN

DAHER INTERNATIONAL shall further provide, inter alia, IO Management Plan and the Quality plan within thirty (30) days from the date of signing of the Implementation Agreement and shall become an integral part of this Implementation Agreement.



ARTICLE 12 - BANK GUARANTEE (SECURITY DEPOSIT)

In addition to DAHER INTERNATIONAL furnishing Security Deposit to the ITER Organization, Indian/Local Partner of DAHER INTERNATIONAL will submit Security Deposit to INDA from any Indian nationalized bank or from ICICI, AXIS Bank, HDFC, and IDBI for Rs. 10 Lakhs towards execution of all the Tasks assigned to them from time to time for the entire period of the Implementation Agreement.

ARTICLE 13 - TAXATION

Taxes and Duties applicable as per the prevailing rules of Government of India and/or State Government(s) for the Task Orders issued to the DAHER INTERNATIONAL or its Local Partner shall be deducted from the bill of DAHER INTERNATIONAL or the bill of its Local Partner and compliance of taxation will be done by the Local Partner/ DAHER INTERNATIONAL.

ARTICLE 14 - ENGINEERING DESIGN

DAHER INTERNATIONAL and/or its Local Partner will provide the Services, mentioned in Article 2.5.2 of Annex 1 (Technical Specification) to the ITER Contract, at the free of cost. Any cost paid towards fee of the expert(s) and on their travel, accommodation etc. will also be borne by DAHER INTERNATIONAL and/or its Local Partner.

ARTICLE 15 - MISCELLANEOUS

15.1 At shipment Delivery on the ITER Site and/or at ultimate destination mentioned in the Task Order or in the concerned/relevant documents, DAHER INTERNATIONAL and/or its Local Partner shall provide supports and load spreaders and shall offload the load with their own means.

15.2 DAHER INTERNATIONAL and/or its Local Partner will diligently/carefully/safely perform all marshalling/warehousing/storage activities as agreed in the ITER Contract.

15.3 With respect to article 2.5.4 of Annex I (Technical Specification) of the ITER Contract, DAHER INTERNATIONAL or its Local Partner shall allow representatives of the DAs, its mandated suppliers and the ITER Organization to control any load at any time as defined in this article all without interference or restriction by the DAHER INTERNATIONAL and/or its Local Partner, their subcontractors and their agents.

15.4 With respect to article I.8.7, DAHER INTERNATIONAL or its Local Partner will submit copy of Ad Valorem Insurance to INDA within thirty (30) days from the date of acknowledge receipt of first Task Order.

15.5 Each and Every Task Order issued by INDA and/ or its mandated Suppliers to DAHER INTERNATIONAL and/or its Local Partner will create a binding relationship between the



DAHER INTERNATIONAL and/or its Local Partner and INDA. DAHER INTERNATIONAL cannot escape from the obligations attributable to default on the part of its Subsidiary.

15.6 All other terms and conditions of the ITER Contract except which modified, re-affixed, changed, included and agreed under this Implementation Agreement will remain unchanged. The terms and conditions mentioned in this Implementation Agreement will prevail over the ITER Contract for interpretation.

ARTICLE 16 - NOTICES

For the performance of this Implementation Agreement, the Parties respectively elect domicile at the address shown below. Communications shall be sent to the following addresses:

If to INDA:

Technical Content:

ITER-INDIA (IPR)

Attention: Dr. Shishir Deshpande, Project Director ITER-India (IPR)

Address: Plot A-29, GIDC, Electronics Estate, Sector-25,
Gandhinagar-382016, Gujarat (India)

Tele No.: 079-23269587

Fax No.: 079-23269591

Contractual Content:

ITER-INDIA (IPR)

Attention: Mr Anant Singh, Asst. Officer (Purchase & Stores)

Address: Plot A-29, GIDC, Electronics Estate, Sector-25,
Gandhinagar-382016, Gujarat (India)

Tele No.: 079-23269575

Fax No.: 079-23269501

If to DAHER INTERNATIONAL:

Technical Content:

DAHER INTERNATIONAL

Attention: Mr M. François Genevey, DAHER INTERNATIONAL's
Project Director for the ITER Project

Address : Technoparc des Florides, Route de Martigues,
CD9 -CS40002, 13729 Marignane
France



Contractual Content:

DAHER INTERNATIONAL

Attention: Mr. Valendru Philippe, Group General Counsel

Address : 1, allée Maryse Bastié, 1, allée Maryse Bastié
France

Fax: 0033+149759991

Local Partner: It can be included through separate amendment after selection of the suitable Local Partner

ARTICLE 17 - ANNEXES

The following Annexe form an integral part of this Implementation Agreement:

Annex 1: ITER Contract and its Annexes

IN WITNESS THEREOF, the Parties have through their respective duly authorize representative executed this Implementation Agreement in three (3) originals, one for DAHER INTERNATIONAL and two for INDIA.

On the 14th day of August 2013

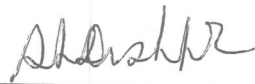
For and on behalf of the **ITER- INDIA (IPR)** For and on behalf of **DAHER INTERNATIONAL**

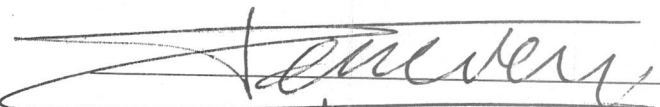
Name: Dr Shishir Deshpande


Name: Mr M. François Genevey

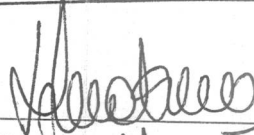
Title: Project Director, ITER-India (IPR)

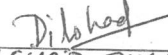
Title : DAHER INTERNATIONAL's
Project Director for the ITER Project

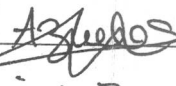




Witness : 1) 
ANANT SINGH
ASST. OFFICER (PURCHASE & STORES)
ITER-INDIA (IPR)

Witness : 1) 
Operations Manager - DAHER

Witness : 2) 
DILSHAD SULAIMAN
ENGINEER 'SC'
ITER-INDIA (IPR)

Witness : 2) 
Project Management Officer
DAHER



DAHER INTERNATIONAL
SAS au capital de 20 000 000 €
CD9 - Technoparc des Florides
CS 40002
13729 MARGNANE CEDEX
RCS 068 803 055

Amendment-I
to
Implementation Agreement No. I-I/LSP/01/13-14
of the Framework Contract for Global Transport, Logistics and Insurance
Services No. IO/CFT/12/6000000085 dated 10 Feb 2012
(ITER Project)

BETWEEN

ITER INDIA (Institute for Plasma Research), Plot A-29, GIDC, Electronics Estate, Sector-25, Gandhinagar - 382016 (Gujarat), India, governed by the laws of India, represented for the purpose of the signature of this agreement by **Dr Shishir Deshpande**, acting as **Project Director, ITER-India**

Hereinafter the “**INDA**”;

In one hand;

AND

DAHER INTERNATIONAL, a private company duly incorporated under the laws of France, registered in Marseille under no 068 803 055, having its registered office at **Technoparc des Florides, Route de Martigues, CD9 - CS 40002 - 13729 Marignane, France** represented for the purposes of the signature of this agreement by **Mr François Genevey**, acting as **DAHER INTERNATIONAL’s Project Director for the ITER Project**.

Hereinafter “**DAHER INTERNATIONAL**” or “**DI**”;

In the other hand;

Hereinafter individually referred to as “**Party**” and jointly as “**Parties**”;



Both the parties have mutually agreed to incorporate the following amendment in the implementation agreement and entered into it on 16th day of October 2013.

In place of	Read as
<p>6.2. DAHER INTERNATIONAL or its Local Partner shall submit their invoices for payment in accordance with the negotiated terms to the address mentioned in the respective Task Order for such purpose.</p> <p>Invoices will be grouped and sent monthly to INDA in the following manner:</p> <ul style="list-style-type: none"> - On 21st of each month DAHER INTERNATIONAL or its Local Partner issues to INDA a report summarizing; <ul style="list-style-type: none"> o All loads sent by INDA or its mandated Suppliers that have been shipped from their points of origin between 21st of previous month and 20th of current month. o All loads that have been delivered at the ITER site between 21st of previous month and 20th of current month. o Reference to the Task orders or specific instruction from INDA or its mandated Suppliers for shipment of the concerned loads. - The report is subject to approval or rejection for correction or request for additional information by INDA within seven (7) days (by the 28th of the month). - Each 30th of the month, DAHER INTERNATIONAL or its Local Partner invoices INDA on the basis of the final agreed report. 	<p>6.2. DAHER INTERNATIONAL or its Local Partner shall submit their invoices for payment in accordance with the negotiated terms to the address mentioned in the respective Task Order for such purpose.</p> <p>Invoices shall cover the following scope at DAHER INTERNATIONAL option:</p> <ul style="list-style-type: none"> a. One complete task order. b. An individual or several shipments forming part of one task order. c. A grouped invoice covering several shipments against more than one task order (particularly for consolidated shipments). <p>Depending of the option taken by DAHER INTERNATIONAL, invoices shall be sent on a monthly basis to INDA.</p> <p>INDA shall pay all correct and approved invoices within thirty (30) days from the date of receipt of such invoice(s) at ITER-India (IPR) and invoice (s) must accompany the documents mentioned in clause 6.1 of the Implementation Agreement. Notwithstanding the agreed terms of payment, INDA shall make its best endeavours to pay high value invoices in quick time (significantly less than thirty (30) days).</p> <p>DAHER INTERNATIONAL and/or its Local Partner can declare the foreign exchange component in their quotation at the time of submission of the same. This foreign exchange part shall be reimbursed by INDA in Indian Rupees against the submission of actual payment cost with their invoice.</p> <p>In order to facilitate advance checking and approval of invoice by INDA, DAHER INTERNATIONAL or its Local Partner shall submit a proforma invoice in advance of availability of all support documentation particularly (e) copy Bill of Entry (for Import) and (f) A signed Shipment Delivery Certificate).</p> <p>Upon delivery, DAHER INTERNATIONAL or its Local Partner shall submit final invoice together with all</p>



supporting documentation.

In the event that the invoice received is not deemed correct, INDA shall immediately notify and return the invoice to DAHER INTERNATIONAL or its Local Partner stating precisely the reasons for the rejection.

Special provisions where cargo has to be stored in Marseille region (or similar for cargo consigned to other destinations) for a period in excess of seven (7) days for reasons beyond the control of DAHER INTERNATIONAL such as:

- a. Destination site (typically Cadarache) advise they are unable to take delivery (site not ready)
- b. Authorities impose delay for road movement (particularly in holiday period)
- c. Extreme weather conditions.

In such event,

- a. The Interim storage facility shall become the revised consignee and DAHER INTERNATIONAL shall obtain a delivery certificate from this facility. DAHER INTERNATIONAL or its Local Partner will immediately inform this matter to the Consignee and INDA, stating the reason responsible for such interim storage and also mention the complete address of the interim storage facility.
- b. Payment w.r.t. shipments consigned to Cadarache, France:
 - (i) INDA shall proceed with 90% payment against submitted invoice with the Delivery Certificate/ Warehouse Receipt issued by such warehousing facility. The invoice must accompany the documents mentioned in clause 6.1 of this agreement expecting Shipment Delivery Certificate as per Clause 6.1 (f), only for this purpose Delivery Certificate/Warehouse Receipt issued by such warehousing facility will be considered as the Shipment Delivery Certificate. In such case, however, it will not waive the requirement of Shipment Delivery Certificate as per Clause 6.1 (f) of the Implementation Agreement



while making balance payment; it will remain the mandatory document to release the balance payment.

(ii) DAHER INTERNATIONAL or its Local Partner shall provide the final delivery certificate as soon as final delivery has been effected to the original consignee. Balance 10% payment will be made after receipt of the Shipment Delivery Certificate mentioned in clause 6.1 (f) of the Implementation Agreement.

c. 100% Payment w.r.t. shipments consigned to destination other than Cadarache region and also between INDA/DA to DA will be made after final delivery of the shipment(s) to the original consignee and upon submission of documents mentioned in the clause 6.1 of Implementation Agreement. In this case partial payment will not be allowed.

All other terms and conditions mentioned in the Implementation Agreement will remain unchanged.

IN WITNESS THEREOF, the Parties have through their respective duly authorize representative executed this Amendment in three (3) originals, one for DAHER INTERNATIONAL and two for INDA.

On the 16th day of October 2013

For and on behalf of the **ITER- INDIA (IPR)**

Name: Dr Shishir Deshpande

Title: Project Director, ITER-India (IPR)

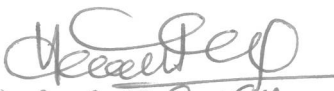



For and on behalf of **DAHER INTERNATIONAL**


Name: Mr ~~M~~. François Genevey

Title : DAHER INTERNATIONAL's
Project Director for the ITER Project



Witness : 1) 
ANANT SINGH
ASST OFFICER (PURCHASE & STORES
ITER-INDIA (IPR)

Witness : 1) 
Operation Manager - DAHER

Witness : 2) 
DILSHAD SULAIMAN
ENGINEER- PROJECT OFFICE
ITER-INDIA (IPR)

Witness : 2) 
Project Manager


DAHER INTERNATIONAL
SAS au capital de 20 000 000
CD9 - Technoparc des Fleurs
CS 40002
13729 MARIGNANE CEDEX
RCS 068 803 055