

## **(DRAFT) SERVICE CONTRACT**

*For*

### **“Passive Spectroscopy 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 Name/Surname/Function*

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\_3YX7KZ v2.0 dated 16 September 2020 (Call For Expertise ref IO/20/CFE/10019849/BBE)
- Annex III** Contractor's Offer (No **[complete]** of **[complete]**)
- Annex IV** ITER Organization Internal Regulations concerning work on site (applicable to a Contractor working at ITER)  
link <http://www.iter.org/org/team/adm/proc/generalinfo>
- Annex V** Contractor Safety Management Procedure related to ITER  
link <http://www.iter.org/org/team/adm/proc/generalinfo>
- Annex VI** Declaration of Background Intellectual Property (BIP)
- Annex VII** Template for Declaration of Generated Intellectual Property (GIP)

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 Contractor 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 a set of deliverables that progress the diagnostics design for the X-Ray and Vacuum Ultraviolet Spectroscopy systems on ITER.
- 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 the Technical Specifications ITER_D_3YX7KZ dated 16 September 2020  | Due date      | Amount in EUR      |
|-----|--|---------------|--------------------|
| D01 | Interim report: Final Design Review for the VUV Core Survey – 55.E3  | T0* + 4 month | <i>to be added</i> |
| D02 | Interim report: Preliminary Design Review for the XRCS Survey – 55.ED / I&C  | T0+ 7 months  | <i>to be added</i> |
| D03 | Interim report : Final Design Review for the VUV Core Survey – 55.E3 / I&C   | T0+ 10 months | <i>to be added</i> |
| D04 | Interim report: Final Design Review for the VUV Divertor – 55.EG   | T0+ 12 months | <i>to be added</i> |
| D05 | Final summary report: Summary of all the Technical Progress Meetings done during this contract with the Indian and the Korean Domestic Agencies. | T0+ 12 months | <i>to be added</i> |
|     | <b>Total fixed lump-sum (EUR)</b>  |               | <i>to be added</i> |

T0\* = Entry into force of the Contract: Kick off Meeting date to take place within a 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 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.5.3.** The payment and delivery schedule is the following:

| M#           | Details                              | Due date      | Amount in EUR      |
|--------------|--------------------------------------|---------------|--------------------|
| M1           | Successful completion of D01         | T0*+ 5 months | <i>to be added</i> |
| M2           | Successful completion of D02         | T0+ 8 months  | <i>to be added</i> |
| M3           | Successful completion of D03         | T0+11 months  | <i>to be added</i> |
| M4           | Successful completion of D04 and D05 | T0+13 months  | <i>to be added</i> |
| <b>Total</b> |                                      |               | <i>to be added</i> |

T<sub>0</sub>\* = Entry into force of the Contract: Kick off Meeting date to take place within a 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 Contractor 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.

**I.10.4.** Article 8.2 of Annex I: The period of time in which to approve the report is 15 calendar days.

#### **SIGNATURES**

For the Contractor,  
**Name/Function**

For the ITER Organization,  
**Name/Function**

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

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

Done at ,

Done at St. Paul Lez Durance , [date]

In duplicate in English.