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## **II – GENERAL CONDITIONS OF FRAMEWORK SUPPLY CONTRACT**

### **ARTICLE II.1 – PROCEDURES FOR PERFORMING THE CONTRACT**

#### **II.1.1. Phases of execution of the Order**

##### **Sending of the Order Form**

Whenever Fusion for Energy wishes goods to be supplied pursuant to the Contract, it shall send an Order Form to the Contractor, in duplicate, specifying the terms of supply of the goods, such as quantity, designation, quality, price, place of delivery and time allowed for delivery, in accordance with the conditions laid down in the Contract.

##### **Acknowledgment of the Order by the Contractor**

Within the period indicated in Annex V – Service Level Agreement, the Contractor shall return one original of the Order Form, duly signed and dated, thereby acknowledging receipt of the Order and acceptance of the terms.

##### **Delivery**

###### **a) Time allowed for delivery**

The time allowed for delivery shall be calculated in accordance with Article I.4.

###### **b) Date, time and place of delivery**

Fusion for Energy shall be notified in writing of the exact date of delivery within the period indicated in Article I.4. - Service Level Agreement. All deliveries shall be made at the agreed place of delivery during the hours indicated in Article I.4. The Contractor shall bear all costs and risks involved in delivering the goods to the place of delivery.

###### **c) Consignment note**

Each delivery shall be accompanied by a consignment note in duplicate, duly signed and dated by the Contractor or his carrier, giving the Order number and particulars of the goods delivered. One copy of the consignment note shall be countersigned by the Fusion for Energy and returned to the Contractor or to his carrier.

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## **Certificate of conformity**

Signing of the consignment note by Fusion for Energy, as provided for in subparagraph c) above, is simply an acknowledgment of the fact that the goods have been delivered and in no way implies conformity of the goods with the Order.

Conformity of the goods delivered shall be evidenced by the signing of a certificate to this effect by Fusion for Energy no later than one month after the date of delivery, unless provision is made for a different period in the Special Conditions or in Annex I.

Conformity shall be declared only where the conditions laid down in the Contract and in the Order are satisfied and the goods conform to Annex I.

Where, for reasons attributable to the Contractor, Fusion for Energy is unable to accept the goods, the Contractor shall be notified in writing at the latest by the deadline for conformity.

## **Conformity of the goods delivered with the Contract**

- a) The goods delivered by the Contractor to Fusion for Energy must be in conformity in quantity, quality, price and packaging with the Contract and the relevant Order.
- b) The goods delivered must:
  - correspond to the description given in Annex I and possess the characteristics of the goods supplied by the Contractor to Fusion for Energy as a sample or model;
  - be fit for any specific purpose required of them by Fusion for Energy and made known to the Contractor at the time of conclusion of the Contract and accepted by the Contractor;
  - be fit for the purposes for which goods of the same type are normally used;
  - demonstrate the quality and performance which are normal in goods of the same type and which Fusion for Energy can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made by the Contractor, the producer or his representative, particularly in advertising or on labelling;
  - be packaged according to the usual method for goods of the same type or, failing this, in a way designed to preserve and protect them.

## **Remedy**

- a) The Contractor shall be liable to Fusion for Energy for any lack of conformity which exists at the time the goods are verified.

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- b)** In case of lack of conformity, without prejudice to Article II.4 regarding liquidated damages applicable to the total price of the goods concerned, Fusion for Energy shall be entitled:
- either to have the goods brought into conformity, free of charge, by repair or replacement;
  - or to have an appropriate reduction made in the price.
- c)** Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to Fusion for Energy, taking account of the nature of the goods and the purpose for which they are required by Fusion for Energy.
- d)** The term ‘free of charge’ in paragraph b) refers to the costs incurred to bring the goods into conformity, particularly the cost of postage, labour and materials.

### **Assembly**

If required by Article I.1.2 of the Special Conditions, the Contractor shall assemble the goods delivered within a period of one month unless otherwise specified in the Special Conditions or in Annex I.

Any lack of conformity resulting from incorrect installation of the goods delivered shall be deemed to be equivalent to lack of conformity of the goods if installation forms part of the Contract and the goods were installed by the Contractor or under his responsibility. This shall apply equally if the product was to be installed by Fusion for Energy and was incorrectly installed owing to a shortcoming in the installation instructions.

### **Services provided to goods**

If required by Annex I, services to goods shall be provided accordingly.

## **II.1.2. GENERAL PROVISIONS CONCERNING GOODS**

### **a) Packaging**

The goods shall be packaged in strong boxes or crates or in any other way that ensures that the contents remain intact and prevents damage or deterioration. Packaging, pallets, etc., including contents, shall not weigh more than 500 kg.

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Unless otherwise specified in the Special Conditions or in Annex 1, pallets shall be considered as one-way packaging and shall not be returned. Each box shall be clearly labelled with the following information:

- Fusion For Energy and address for delivery;
- name of Contractor;
- description of contents;
- date of delivery;
- number and date of Order Form;
- EC code number of article.

#### **b) Guarantee**

The goods shall be guaranteed against all defects in manufacture or materials for two years from the date of delivery, unless provision is made for a longer period in Annex I.

The Contractor shall guarantee that any permits and licenses required for manufacturing and selling the goods have been obtained.

The Contractor shall replace at his own expense, within a reasonable time limit to be determined by agreement between the parties, any items which become damaged or defective in the course of normal use during the guarantee period.

The Contractor is responsible for any conformity defect which exists at the time of delivery, even if this defect does not appear until a later date.

The Contractor is also responsible for any conformity defect which occurs after delivery and is ascribable to non-compliance with his obligations, including failure to provide a guarantee that, for a certain period, goods used for the purposes for which they are normally used or for a specific purpose will preserve their qualities or characteristics as specified.

If part of an item is replaced, the replacement part shall be guaranteed under the same terms and conditions for a further period of the same duration as that specified above.

If a defect is found to originate in a systematic flaw in design, the Contractor must replace or modify all identical parts incorporated in the other goods that are part of the Order, even though they may not have been the cause of any incident. In this case, the guarantee period shall be extended as stated above.

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### **II.1.3. PERFORMANCE OF THE CONTRACT**

- a) The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- b) The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or license required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- c) The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks of the Orders.
- d) In the event of disruption resulting from the action of a member of the Contractor's staff working on Fusion for Energy premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. Fusion for Energy shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the Orders resulting from the replacement of staff in accordance with this Article.
- e) Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to Fusion for Energy. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- f) Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, Fusion for Energy may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Fusion for Energy may impose penalties or liquidated damages provided for in Article II.4.

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## **ARTICLE II.2 – LIABILITY**

- II.2.1.** Fusion for Energy shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of willful misconduct or gross negligence on the part of Fusion for Energy.
- II.2.2.** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.4.  
Fusion for Energy shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3.** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against Fusion for Energy by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4.** In the event of any action brought by a third party against Fusion for Energy in connection with performance of the Contract, the Contractor shall assist Fusion for Energy. Expenditure incurred by the Contractor to this end may be borne by Fusion for Energy.
- II.2.5.** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to Fusion for Energy should it so request.

## **ARTICLE II.3 - CONFLICT OF INTERESTS**

- II.3.1.** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to Fusion for Energy in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

Fusion for Energy reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall

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set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from Fusion for Energy, any member of his staff exposed to such a situation.

**II.3.2.** The Contractor shall abstain from any contact likely to compromise his independence.

**II.3.3.** The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

#### **ARTICLE II.4 -- LIQUIDATED DAMAGES**

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to Fusion for Energy's right to terminate the Contract, Fusion for Energy may decide to impose liquidated damages of 0.2%<sup>1</sup> of the amount specified in Article I.8 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by Fusion for Energy within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. Fusion for Energy and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

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<sup>1</sup> The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

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## **ARTICLE II.5 – INVOICING AND PAYMENTS**

### **a) Pre-financing:**

Where required by Article I.4.1 or by the Order issued, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to Fusion for Energy at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent delivery of goods or execution of related services on his part.

The guarantor shall stand as first-call guarantor and shall not require Fusion for Energy to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. Fusion for Energy shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent delivery of goods or execution of related services. The guarantee shall be retained until the pre-financing has been deducted from payment of the balance. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

### **b) Payment of the balance:**

Within sixty days of receipt by the Contractor of the certificate of conformity of the goods signed by Fusion for Energy, he shall submit the relevant invoice, drawn up in duplicate and bearing the Order number, to Fusion for Energy for approval.

Where required, it shall be accompanied by a final technical report in accordance with the instructions laid down in Annex I.

If the report is a condition for payment, on receipt Fusion for Energy shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

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If Fusion for Energy does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity, or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where Fusion for Energy requests a new report, because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

## **ARTICLE II.6 – GENERAL PROVISIONS CONCERNING PAYMENTS**

- II.6.1** Payments shall be deemed to have been made on the date on which Fusion for Energy's account is debited.
- II.6.2** The payment periods referred to in Article I.4 may be suspended by Fusion for Energy at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, Fusion for Energy may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible. Fusion for Energy shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.
- II.6.3** The Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (“*the reference rate*”) plus seven percentage points (“*the margin*”). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by Fusion for Energy may not be deemed to constitute late payment.

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## **ARTICLE II.7 –RECOVERY**

- II.7.1** If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by Fusion for Energy.
- II.7.2** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.6.3 Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.7.3** Fusion for Energy may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union that is certain, of a fixed amount and due. Fusion for Energy may also claim against the guarantee, where provided for.

## **ARTICLE II.8 –TAXATION**

- II.8.1** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.8.2** The Contractor recognises that Fusion for Energy is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.
- II.8.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.8.4** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.
- II.8.5** Based on decision 2513 of Spanish Foreign Affairs Ministry published in BOE n° 33 of 7 February 1997, Fusion for Energy, as an European Union body (unless other ways provided in Special Conditions, in Specific Contracts or in the Order Form), is directly exempted from value added tax (VAT), for the delivery of goods and services for official use, if the amounts of each transaction is equal or higher than 301 € VAT excluded.

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Therefore, invoices presented by the Contractor to Fusion for Energy, for an amount equal or higher to the above mentioned value, shall apply a 0 % VAT rate and shall indicate the following statement: “Exoneración directa del I.V.A. en base a la disposición 2513 del Mtrio. de AA.EE. publicada en el BOE nº 33 del 7 de febrero de 1997, páginas 3917 a 3919”. Fusion for Energy will provide the Contractor a certificate in accordance with the note 125/08 from the “Agencia tributaria” (Spanish tax authorities), dated 25 April 2008.

## **ARTICLE II.9– FORCE MAJEURE AFFECTING THE CONTRACT OR THE ORDER(S)**

- II.9.1** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labor disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.9.2** Without prejudice to the provisions of Article II.1.3 (e), if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.9.3** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.9.4** The contracting parties shall take the necessary measures to reduce damage to a minimum.

## **ARTICLE II.10 – SUBCONTRACTING**

- II.10.1** The Contractor shall not subcontract without prior written authorisation from Fusion for Energy nor cause the Contract to be performed in fact by third parties.
- II.10.2** Even where Fusion for Energy authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to Fusion for Energy under the Contract and shall bear exclusive liability for proper performance of the Contract.

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**II.10.3** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which Fusion for Energy is entitled by virtue of the Contract, notably Article II.14.

### **ARTICLE II.11 – ASSIGNMENT**

**II.11.1** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from Fusion for Energy.

**II.11.2** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on Fusion for Energy.

### **ARTICLE II.12 – TERMINATION BY FUSION FOR ENERGY**

**II.12.1** Fusion for Energy may terminate the Contract in the following circumstances:

- (a)** where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b)** where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c)** where Fusion for Energy has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d)** where Fusion for Energy has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;

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- (e) where the Fusion for Energy has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by Fusion for Energy as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Fusion for Energy's opinion, have a significant effect on the performance of the Contract;
- (i) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (j) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations;

**II.12.2** In case of force majeure, notified in accordance with Article II.9, either contracting party may terminate the Contract, where performance thereof cannot be ensured a quantity of goods corresponding to at least one fifth of the quantity of goods ordered.

**II.12.3** Prior to termination under point c), d), e), h) or j), the Contractor shall be given the opportunity to submit his observations.  
Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

**II.12.4** Consequences of termination:

In the event of the Fusion for Energy terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents

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required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

Fusion for Energy may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination Fusion for Energy may engage any other contractor to complete the services. Fusion for Energy shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

#### **ARTICLE II.12a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR**

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, Fusion for Energy may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

#### **ARTICLE II.13 - CANCELLATION OF ORDERS**

Where execution of the Order has not actually commenced within fifteen days<sup>2</sup> of the date foreseen for the commencement of execution and the new date proposed, if any, is considered unacceptable by the Fusion for Energy, the Fusion for Energy may cancel such Order with no prior notice. Cancellation shall take effect from the day after the day on which the Contractor receives a registered letter with acknowledgment of receipt or equivalent.

The Fusion for Energy may cancel an Order at any time during execution thereof on the grounds and under the conditions set out in Article II.12 with respect to the part still outstanding. The Contractor shall accept, as the aggregate liability of the Fusion for Energy, payment of the price of the goods delivered by him as at the effective date of cancellation.

#### **ARTICLE II.14 – CHECKS AND AUDITS**

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<sup>2</sup> This period may be modified in the Special Conditions depending on the nature of the contract. If the date or time of delivery is essential for Fusion for Energy, this should be clearly indicated in the invitation to tender and a clause in the Special Conditions or the Order Form should modify Article II.13 accordingly.

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- II.14.1** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Union, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance.
- II.14.2** Fusion for Energy or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.
- II.14.3** In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

#### **ARTICLE II.15 – AMENDMENTS**

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

#### **ARTICLE II.16 – CONFIDENTIALITY**

- II.16.1** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.
- II.16.2** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

#### **ARTICLE II.17 – SUSPENSION OF THE CONTRACT**

Without prejudice to Fusion for Energy's right to terminate the Contract, Fusion for Energy may at any time and for any reason suspend execution of the tasks under the Contract or any part

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thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. Fusion for Energy may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

## SIGNATURES

For the Contractor,

[Name in full and Function,]

For Fusion For Energy,

[Name and Function],

signature[s]: \_\_\_\_\_

signature: \_\_\_\_\_

Done at \_\_\_\_\_, on \_\_\_\_\_

Done at Barcelona, on \_\_\_\_\_

In duplicate in English.

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## ANNEX I

### Tender Specifications

MODEL

[Department]

## ANNEX II

### Contractor's Tender

MODEL

[Department]

**ANNEX III  
ORDER FORM No [complete]**

governed by the provisions of Framework Contract No [complete] signed on [complete]

Fusion For Energy C. Josep Pla, 2 Torres Diagonal Litoral B3 08019 Barcelona, Spain		[complete] Mr/Mrs/Ms [complete] [Function] [Company name] [Official Address in full]	
<i>[Complete if II.8.5 is not applicable]</i>			
Description of the supplies		Quantity	Price
<b>VAT%</b>		_____	
<b>TOTAL PRICE (VAT EXCLUDED)</b>		_____	
[Fixed price without reimbursable costs][Reimbursable costs up to a maximum amount of EUR...to be added to the price according to the conditions laid down in the Contract]			
[The duration of the tasks shall not exceed complete]		Other details:	
[Execution of the tasks shall start from][the date of Contractor's signature of this order form][complete date].			

Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.

For Fusion For Energy,  
[forename/surname/function]

For the Contractor,  
[Company name/forename/surname/function]

signature[s]: \_\_\_\_\_

signature: \_\_\_\_\_

Done at Barcelona, on

Done at \_\_\_\_\_, on

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## ANNEX IV

### INSTRUCTION FOR INVOICING

#### Invoice/Request for Payments

This form must be submitted on headed stationery of the Contractor.  
It must contain the following information:

1. The mention INVOICE if you are entitled to do so by law (e.g. if you have a VAT number).  
Otherwise you should mention a REQUEST FOR PAYMENT;
2. A number allowing the unique identification of this invoice or request for payment;
3. Your VAT number, if applicable;
4. Your contact at Fusion for Energy (name, title, telephone number, email address);
5. The reference number of the Framework contract, of the Order form, with the requested amount in EURO;
6. The mention "The payment should be made into the following bank account" and the following information:
  - a. Beneficiary:
  - b. Bank:
  - c. Bank address:
  - d. Bank Account:
7. Detailed billing information;
8. Your name, date and signature.