



FUSION FOR ENERGY

The European Joint Undertaking for ITER and the Development of Fusion Energy
THE GOVERNING BOARD

DECISION OF THE GOVERNING BOARD TO APPROVE AN AGREEMENT WITH THE ITER ORGANISATION TO MAKE AVAILABLE OFFICES FOR FUSION FOR ENERGY STAFF AND ITS CONTRACTORS

THE GOVERNING BOARD OF FUSION FOR ENERGY,

HAVING REGARD to the Statutes annexed to the Council Decision (Euratom) No 198/2007 of 27 March 2007 establishing the European Joint Undertaking for ITER and the Development of Fusion Energy (hereinafter "Fusion for Energy") and conferring advantages upon it¹ (hereinafter "the Statutes") and in particular Article 3(1)(h) and Article 6(3)(r) thereof,

WHEREAS:

- (1) Euratom has taken specific obligations to provide the contribution of Euratom to the ITER Organisation under the terms of the ITER Agreement²;
- (2) Fusion for Energy has been designated as the Euratom Domestic Agency for ITER to discharge the obligations of Euratom for the implementation of the ITER International Agreement;
- (3) Fusion for Energy shall among others in accordance with Article 3(1)(a), (b) and (h) of its Statutes, oversee preparation of the ITER site, provide components, equipment, materials and other resources to the ITER Organisation and to carry out any other activities necessary for meeting Euratom's obligations in furtherance of the ITER Agreement;
- (4) The Governing Board, according to Article 6(3)(r) of the Statutes, shall exercise such other powers and perform such other functions, including the establishment of subsidiary bodies, as may be necessary for the exercise of its functions in furtherance of its objectives;
- (5) The Governing Board, in its decision of 12 March 2009, established a Fusion for Energy Office for the ITER "Site and Building" activities at Cadarache, France, to be hosted by the ITER International Organisation and approved a host agreement for the temporary accommodation of Fusion for Energy staff;
- (6) The JWS3 office has been constructed with the intention to provide office accommodation for the F4E staff and external contractors during the ITER construction phase and is close to completion.

¹ O.J. L 90, 30.03.2007, p. 58.

² O.J. L 246, 21.09.2007, p. 34

- (7) A new host agreement should be concluded between Fusion for Energy and the ITER International Organisation to lay down the conditions under which F4E may use the JWS3 office accommodation and the provision of logistical support.

HAS ADOPTED THIS DECISION:

Single Article

The Governing Board approves the host agreement annexed to this decision concerning accommodation for the Fusion for Energy Cadarache Office, and invites the Director to conclude it with the ITER International Organisation.

This Decision shall have immediate effect.

Done at Barcelona, 10th June 2010

For the Governing Board



Carlos Varandas
Chair of the Governing Board



**AGREEMENT TO MAKE AVAILABLE OFFICES FOR
FUSION FOR ENERGY STAFF AND ITS CONTRACTORS**

THE ITER INTERNATIONAL FUSION ENERGY ORGANIZATION, whose Headquarters is situated at – Route de Vinon – 13067 Saint Paul lez Durance – France, represented by its Director-General, Dr. Kaname Ikeda,

(hereinafter referred to as “the IO”),

of the one part

and

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THE EUROPEAN JOINT UNDERTAKING FOR ITER AND THE DEVELOPMENT OF FUSION ENERGY whose office is situated at C. Josep Plá 2, Torres Diagonal Litoral - Building B3, Barcelona 08019, Spain, represented for the purpose of the signature of this Agreement by Dr. Frank Briscoe, Director,

eu

india

(hereinafter referred as “F4E”)

japan

of the other part

korea

hereinafter referred to together as “the Parties”,

russia

usa

HAVING REGARD to the exchange of letters of 14 and 15 April 2009 between F4E and IO under which it was agreed that JWS 3 would be handed over as an office building to the IO for 300 staff and that the IO would make available office space in JWS 3 for 200 F4E staff and contractors until the finalization of the construction at the ITER Site;

HAVING REGARD to the notary deed signed on *[to be added in later stage]* between IO and CEA/AIF under which CEA/AIF transferred the ownership of JWS 3 to IO;

HAVE AGREED AS FOLLOWS:

Article 1

Subject

This Agreement sets out the terms under which F4E staff and its contractors and/or visitors may occupy office premises made available by the IO (hereinafter referred to as “Premises”) in the office building designated as JWS 3 (hereinafter referred to as “JWS3”).

Article 2

Provision of Premises

1. F4E shall have the right to use the premises set out in Annex A for the duration of this Agreement.
2. The premises shall be provided by the IO in the same conditions as for ITER staff.
3. IO shall bear the costs which usually accrue to the owner of the building and those associated with its usual maintenance of JWS3 as well as costs for other items in accordance with Annex B.

Article 3

Access

IO shall ensure access of designated F4E staff and designated contractors and/or visitors to the Premises in accordance with its Internal Regulations concerning Safety and Security on the ITER Premises. IO staff may access the Premises only on a justified reason.

Article 4

Communication

For matters related to the implementation of this Agreement the contact persons for the Parties shall be:

- For the IO: The Head of the Administration Department

- For F4E: The Head of the SBPS Division

Article 5

Liability

1. Each Party shall be liable for injury to its staff or damage to its property that is incurred in the pursuance of this Agreement. This shall not imply if the injury or damage is due to gross negligence or intention on the part of the staff of the other Party. In such an event, this Party shall be liable to the extent for which it is responsible.

2. Each Party shall be liable in accordance with the applicable law for injury of damage caused by itself or its staff to third parties in the pursuance of this Agreement.

Article 6

Safety

The designated staff of F4E and its designated contractors and/or visitors accessing the Premises shall be subject to the internal regulations and safety rules of the IO.

Article 7

Provision for services, supplies and other support by IO

1. IO shall provide to F4E services, supplies and other support as listed in Annex C.
2. IO may provide to F4E upon the latter's request, services, supplies and other support as listed in Annex D in accordance with the following procedure:
 - (a) The requests from F4E shall be based on an indicative forecast of the necessary support and in the form to be agreed by the Parties.
 - (b) Before the award of the contract with the supplier, IO shall notify F4E in written about a final price and other conditions of the goods or services to be provided as a support to F4E. F4E shall accept or reject the offer from IO within 30 days after the receipt of such notification.

Article 8

Reimbursement scheme for the services, supplies and other support provided by IO

1. F4E shall reimburse IO the expenditure incurred by IO for the supplies or services referred to in Annex C and D, VAT excluded.
2. IO shall issue a request for payment to F4E every quarter of the year. In any case all the expenses related to the year *n* shall be invoiced by IO and sent to F4E before the end of October of the following year otherwise they will not be reimbursable by F4E.
3. F4E shall reimburse the IO within 45 working days from the date of the receipt of the admissible request and its accompanying documents.

8.1. Reimbursement of the actual incurred eligible cost and additional management cost for related administration

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1. Save as provided for in Article 8.2. F4E shall reimburse IO the actual expenditure incurred by IO for the supplies or services referred to in Annex C and D.
2. In addition to the reimbursement of the expenditure referred to in Paragraph 8.1.1, F4E shall pay to IO administrative management costs corresponding to 7 % of the amounts invoiced by IO for the services referred to in Annex D. The Parties acknowledge that this percentage amount represents a fair and reasonable compensation to IO for the administrative support provided to F4E and does not constitute any profit for IO.
3. The request for payment shall be admissible if:
 - (i) it is accompanied by copy of the relevant invoices for the services/items and evidence of a full payment thereof by IO;
 - (ii) it is accompanied by the bank account where the payment shall be made denominated in euro;
 - (iii) goods or services have been accepted by F4E and the ownership of the goods has been transferred on F4E;
 - (iv) the cost referred to in the request for payment is eligible.

In order to be eligible the cost referred to in the request for payment needs to be:

- (i) identifiable and verifiable (in particular being recorded in the accounting records of IO);
- (ii) reasonable, justified and complying with the requirements of sound financial management;
- (iii) charged to F4E solely to the amount of the accounted invoices (without prejudice to Paragraph 2);
- (iv) in case of services referred to in Annex D, within the ceiling of the contract price approved by F4E in accordance with Article 7.

8.2. Reimbursement of the incurred cost by lump-sum/flat rate in the form of scales of unit costs

1. Where explicitly provided for and in accordance with Annex C and D, F4E shall reimburse IO in the form of a lump-sum or flat rate (scales of unit costs) IO's expenditure incurred for the supplies, services and other support listed in these Annexes.
2. The lump-sums and the flat rates are subject to annual revision by the Parties. The new revised rates shall apply as from 1st January of the following year unless the Parties agree otherwise.

Article 9

Verification

1. The IO shall make available to F4E and competent bodies of the European Union upon request, all relevant financial information concerning the provision of services and supplies paid by F4E up to five years after the payment of the support.
2. In agreement with the Director-General of the ITER Organization, on the spot checks may be undertaken by responsible offices of the European Commission representatives to allow for the protection of the financial interests of F4E and the European Communities on the implementation of the provision of the paid support under this Agreement.

Article 10

Amendments

This Agreement may be amended by mutual written agreement of the Parties.

Article 11

Termination

This Agreement may be terminated upon mutual agreement among the Parties. Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Agreement is received by the Party, or on any other date indicated in the letter of termination.

Article 12

Disputes

Any dispute between the Parties shall be settled amicably by mutual consent.

Article 13

Annexes

Annexes A, B, C and D shall form an integral part of this Agreement. They may be modified by mutual written consent of the Parties without amendment of this Agreement.

Article 14

Entry into Force and Duration

1. This Agreement shall come into force upon on the date of signature by the Parties.



2. This Agreement shall remain in force for 10 years after the date of signature and maybe extended, if appropriate, upon mutual agreement between the Parties.

Done in English on xxx (day-month-year), in two originals.

For the IO,

For F4E,

Kaname IKEDA

Frank BRISCOE

Director-General of IO

Director of F4E

ANNEX A

Premises made available to F4E by IO free of charge

1. **Location:** The premises shall be located in the office building JWS3 (ITER Headquarters – Route de Vinon – 13067 Saint Paul lez Durance – France)
2. **Specification:** The premises shall consist of office accommodation of the entire level 1 and level 2 of JWS3. The level 1 and 2 of JWS3 include offices for 200 persons:
 - Level 1: 4 open spaces, 27 offices and 2 meeting rooms
 - Level 2: 47 offices and 4 meeting rooms
3. **General conditions:** The premises shall be equipped with office furniture and installations and maintained as for ITER staff.
4. **Access control:** The premises shall have a separate and controlled access from the remaining part of JWS 3.
5. **Roads:** Roads to the premises and within the area of that premises.
6. **Parking:** Adequate parking space.

ANNEX B

Usual maintenance of JWS3 and provision of other items for which the costs are borne by IO

1. **Maintenance of JWS 3:** IO shall ensure maintenance of JWS3 as follows:
 - a. **General maintenance:** IO shall be responsible for the general maintenance of the JWS3 (e.g. non-active waste disposal, effluence and redecoration) and grounds outside the boundary (e.g. cleaning, gardening, fence).
 - b. **Exterior maintenance of installations and utilities:** IO shall be responsible for the exterior technical maintenance of JWS3 necessary for the connections of the basic services and utilities to the building
2. **Insurance:** IO shall take out usual insurance of the JWS3.
3. **Access control and security:** IO shall put in place and manage site access control and security the access and security control software and equipment for Premises
4. **Maintenance of the premises:** IO shall provide maintenance and ensure operations (air conditioning, heating, lights, access control security software and equipment etc) within the Premises.
5. **Cleaning services:** IO shall ensure cleaning of the Premises including refuse collection.
6. **Water:** IO shall provide water supply to the Premises.

ANNEX C

Services, supplies and other support provided by IO and charged to F4E

1. **Electricity:** IO shall provide electricity supply to the premises. F4E shall reimburse to IO on pro rata basis 2/3 of the electricity consumption of the entire JWS 3.
2. **IT Support:** IT support would be provided to F4E and its Contractors and/or visitors. The common services to be provided by IO are:
 - fixed telephony services
 - network access (100 Mbps or higher) (including switches, structured cabling, firewalls etc.)
 - internet access (at no extra charge),
 - printers
 - file services with backup
 - videoconference services

a. IT Support to F4E staff:

IO shall provide IT support to F4E staff in a similar manner as to IO staff.

The provided support includes the provision and maintenance by IO of standard IT equipment (hardware including laptops, software, and printers) and videoconference equipment. IO shall provide helpdesk support to all IT issues.

~~IO shall allow needed VPN, Terminal Server and email access to the F4E IT services located at its headquarter in Spain. An IT security agreement would have to be negotiated and applied between F4E and IO.~~

The detailed scope of the IT support to be provided by IO to F4E staff shall be agreed by the Parties.

IO shall charge to F4E the related cost for this support by a lump sum 200 € / month and person.

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b. IT Support to F4E Contractors and/or visitors:

For CAD workstation special arrangements have to be done if a connection to the IO CAD database is needed. In this case the IO policy for connected workstations applies. This assumed that the workstation hardware and software is provided by the contractor. IO shall have right to request administration rights to properly install and maintain these workstations (same level of customization and configuration for CAD software like Catia / Enovia).

The detailed scope of the IT support to be provided by IO to F4E contractors shall be agreed by the Parties.

IO shall charge to F4E the related cost for this support by a lump sum 80 € / month and person.

IO shall charge F4E in accordance with the IT connections established to persons under category A or B in each quarter of the year. .

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ANNEX D

Services, supplies and other support to F4E staff that may be provided by IO and charged to F4E upon its request

1. **Catering:** F4E may request IO to provide catering services (e.g., coffee, tea, soft drinks, etc) for meetings and other events.
2. **Messenger and postal services:** F4E may request messenger and postal services.
3. **Telecommunication:** F4E may request provision of telecommunication services.
4. **Office items:** IO may provide normal office supplies, prints out from supplied printers or copiers/scanners and other related office items.
5. **Library and multi-media services:** F4E may request access to the CEA library and to multi media services.
6. **Other services and items as mutually agreed by the Parties**

