



## FUSION FOR ENERGY

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

THE GOVERNING BOARD

### **DECISION OF THE GOVERNING BOARD TO ESTABLISH A FUSION FOR ENERGY OFFICE AT THE ITER INTERNATIONAL ORGANIZATION, CADARACHE FOR THE "SITE AND BUILDINGS" ACTIVITIES AND APPROVE THE CONCLUSION OF AN AGREEMENT WITH THE ITER ORGANIZATION TO MAKE AVAILABLE OFFICES FOR TEMPORARY ACCOMODATION OF FUSION FOR ENERGY STAFF**

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 it<sup>1</sup> (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 Agreement<sup>2</sup>;
- (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 31 October 2008, invited the Director to take the necessary measures to prepare for a formal decision of the Governing Board that would allow the establishment of a Fusion for Energy Office for the ITER "Site and Building" activities at Cadarache to be hosted by the ITER Organisation and negotiate, in particular, the terms and conditions for Fusion for Energy Staff and Seconded National Experts to work at the proposed Office, the terms and conditions for the host support and the associated financial implications.

<sup>1</sup> O.J. L 90, 30.03.2007, p. 58.

<sup>2</sup> O.J. L 246, 21.09.2007, p. 34

THE FUSION FOR ENERGY GOVERNING BOARD HAS ADOPTED THIS DECISION:

*Article 1*

The Governing Board approves the establishment of a Fusion for Energy Office for the ITER "Site and Building" activities at Cadarache, France, to be hosted by the ITER International Organisation.

*Article 2*

The Governing Board approves the agreement annexed to this decision concerning temporary accommodation for the F4E Office, and invites the Director to conclude it with the ITER International Organisation.

This Decision shall have immediate effect.

Done at Barcelona, 12<sup>th</sup> March 2009

For the Governing Board



**Carlos Varandas**  
Chair of the Governing Board

**AGREEMENT TO MAKE AVAILABLE OFFICES FOR  
TEMPORARY ACCOMODATION OF FUSION FOR ENERGY STAFF**

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

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. Didier Gambier, Director,

(hereinafter referred as “F4E”)

of the other part

hereinafter referred to together as “the Parties”,

HAVE AGREED AS FOLLOWS:

*Article 1*

*Subject*

This Agreement sets out the terms under which personnel of F4E may occupy office premises made available by the IO in the temporary office building designated as JWS2.

*Article 2*

*Provision of Office 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 personnel.
3. F4E shall bear the costs for services and other items that may be provided upon its request related to the use of the premises in accordance with Annex B.

### *Article 3*

#### *Communication*

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

- On the side of the IO: Pascale Amenc-Antoni,  
Senior Advisor to the Director-General
  
- On the side of F4E: Mr. Stavros Chatzipanagiotou  
Head of the Resources Department

### *Article 4*

#### *Liability*

1. Each Party shall be liable for injury to its personnel 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 personnel 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 for injury of damage to third parties in accordance with the applicable law.

### *Article 5*

#### *Safety*

The personnel of F4E shall be subject to the internal regulations and safety rules of the IO.

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*Article 6*

*Amendments*

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

*Article 7*

*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 8*

*Disputes*

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

*Article 9*

*Annexes*

Annex A and B 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 10*

*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 one year after the date of the signature and may be extended, if appropriate, upon mutual agreement among the Parties for one additional period of up to one year.

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

For the IO,

For F4E,

*Kaname IKEDA*

*Didier GAMBIER*

*Director-General of IO*

*Director of F4E*

## ANNEX A

### **Premises made available to F4E**

- 1.1. **Location:** The premises shall be located in the temporary office building JWS2 (ITER Headquarters – Route de Vinon – 13067 Saint Paul lez Durance – France)
- 1.2. **Specification:** The premises shall consist of office accommodation
  - P. 32 Office for 1 staff including meeting table
  - P. 33 Office for 1 staff
  - P. 34 Office for 1 staff
  - P. 37 Office for 2 staff
  - P. 38 Office for 2 staff
  - P. 39 Office for 1 staff
  - P 231 Office for 3 staff
  - P 232 Office for 3 staff
- 1.3. **General conditions:** The premises shall be equipped with office furniture and installations and maintained as for ITER staff

**ANNEX B**

**Services and items that may be provided upon request  
at proven costs to be charged to F4E**

- 1.1. **Messenger and postal services**
- 1.2. **Catering:** F4E may request catering services (e.g., coffee, tea, soft drinks, etc) for meetings and other events
- 1.3. **Purchases:** for normal office supplies, copiers, etc...
- 1.4. **Support:** for the procurement of services and consultancies including local support staff
- 1.5. **Library and multi-media services**
- 1.6. **Information Technology:** including an external internet connection and a limited IP address range
- 1.7 **Other services and items** as mutually agreed by the Parties