



MODEL CONTRACT FOR EXTERNAL EXPERTS*

CONTRACT NUMBER – [complete]¹

The European Joint Undertaking for ITER and the Development of Fusion Energy (hereinafter referred to as "Fusion for Energy"), represented for the purposes of the signature of this contract by [name in full, function, department]²,

of the one part,

and

[name of the Expert]
[type of identity document]
[identity document number]
[address in full (place of residence)]

(hereinafter referred to as "the Expert"),

of the other part,

HAVE AGREED

the **Special Conditions below**, the **General Conditions attached** and the following Annexes:

- Annex I: Description of tasks and provisional planning**
- Annex II: Costs declaration form**
- Annex III: Rules on “the reimbursement of expenses incurred by people from outside Fusion for Energy invited to attend meetings in an expert capacity” and Decision of**

* The footnotes/options are internal instructions for authorising officers only and must be deleted/completed before contracts are sent out.

¹ Options [*in italics*] to be completed or deleted by Fusion for Energy where not applicable.

² The Fusion for Energy official must be an authorising officer (by delegation or subdelegation) designated in accordance with Fusion for Energy internal rules.

Fusion for Energy Director of 11/10/2010 supplementing the Rules for payment/reimbursement of the expenses of experts with contracts on reimbursement of the car rental services expenses incurred when travelling to Fusion for Energy or IO premises in Cadarache

Annex IV: Code of conduct for experts

Annex V: Declaration of confidentiality

Annex VI: Declaration of independence, commitment and conflicts of interest

[Annex VII: Declaration concerning absence of conflict of interest for experts assisting in the evaluation of proposals or tenders]³

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 terms set out in the General Conditions shall take precedence over those in the Annexes.

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by Fusion for Energy.

I- SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT

The subject of the Contract is to assist Fusion for Energy in *[description of subject including the tasks to be carried out and the title of the project to be assisted]*.

The tasks are detailed in Annex I.

ARTICLE I.2 – DURATION AND PLANNING

I.2.1 The Contract shall enter into force on the date on which it is signed by the last contracting party⁴.

I.2.2 The duration of the tasks referred to in Article I.1, as detailed in Annex I, shall not exceed *[working days]*⁵. Execution of the tasks shall start from *[date of entry into force of the Contract]* or *[indicate] [and shall end no later than [the date]]*. The period of execution of the tasks may only be extended with the express written agreement of the parties before such period elapses.

³ Only applies for experts assisting evaluations.

⁴ As a rule Fusion for Energy signs last. In this case, the Expert should be duly informed of the date on which the Contract enters into force.

⁵ For a given Expert, all his appointments by Fusion for Energy shall be for a duration not exceeding 100 days per calendar year and a maximum of 500 days within the entire 5 years duration of the validity of the list.

The number of days the Expert may be requested to perform at Fusion for Energy premises shall be [maximum [complete]] [within the range of minimum [complete] to a maximum of [complete]] days.

[The number of days the Expert may be requested to perform the tasks specified in Article I.1 remotely at [home] or [place of performance complete] shall be [maximum [complete]] [within the range of minimum [complete] to a maximum of [complete]] days]

The number of separate trips within Europe shall be maximum [complete].

I.2.3 The provisional planning attached in Annex I stipulates:

- The dates by which deliverable(s) or report(s) should be submitted to Fusion for Energy.
- *[The periods when tasks shall be carried out remotely at [home] or [place of performance complete].]*
- *[The dates of the execution of the tasks referred to in Article I.1 at Fusion for Energy premises in [address].]*

I.2.4 The point of origin for travel is [the place of residence as indicated in the address above or insert other address]⁶.

ARTICLE I.3 – CONTRACT PRICE AND REIMBURSEMENTS OF EXPENSES

I.3.1 For each full working day spent assisting Fusion for Energy, the Expert is entitled to a lump sum of [450] (*in words*) €. The total amount due to the Expert for his/her assistance (hereinafter referred to as "the Amount Due") shall not exceed _____ (*in words*) €, i.e. an amount corresponding to the daily lump sum multiplied by the maximum number of working days stipulated in Article I.2.2⁷ (hereinafter referred as "the Maximum Amount"). The Amount Due shall be calculated to the nearest half day and payment shall be made in Euros.

I.3.2 In addition to the Amount Due, travel⁸ and subsistence expenses directly connected with execution of the tasks (hereinafter referred to as "the Expenses") shall be reimbursed in accordance with the Rules on "the reimbursement of expenses incurred by people from outside Fusion for Energy invited to attend meetings in an expert capacity" and Fusion for Energy Director's Decision of 11/10/2010 annexed to this Contract as Annex III. The Expenses to be paid under this Contract shall not exceed _____ (*in words*) € (hereinafter referred as "the Maximum Expenses")

⁶ To be agreed prior to the signature of the Contract with Fusion for Energy.

⁷ The Expert may decide to renounce payment of any sums due to him/her, especially if receipt of such sums were inconsistent with contractual obligations with any third parties or any other legal obligations.

⁸ An average cost to be applied – 500 Euro per travel

I.3.3. The total price to be paid under this Contract shall not exceed _____ (in words) €, which corresponds to the sum of the Maximum Amount and the Maximum Expenses.

ARTICLE I.4 – PAYMENT FORMALITIES

[I.4.1 Pre-financing⁹:

Following entry into force of the Contract¹⁰, within 45 days of the receipt by Fusion for Energy of a duly signed request from the Expert for pre-financing,

a pre-financing payment of

EUR [complete amount in figures and in words; the pre-financing amount shall not exceed 1/3 of the Maximum Amount]

shall be made.

[I.4.2 Interim payment: *[applicable to the contracts with a duration of the tasks equal or more than 100 days and/or duration of the contract equal or more than 6 months and shall not exceed 80% of the Maximum Amount]*

Within sixty days of completion of each of the following tasks:

Task [1];

Task [2] ...

referred to in Article I.1 in conjunction with Annex I [and if requested by Fusion for Energy according to Annex I point 4]¹¹

the Expert shall submit to Fusion for Energy the request for payment of the performed days and the reimbursement of the expenses with the duly completed and signed forms (Annex II) and with all required supporting documents, quoting the reference number of the Contract to which they relate.

Fusion for Energy shall disburse the corresponding payments within 45 days of their receipt if and to the extent that the amount to be paid exceeds any pre-financing payment, unless the time-limit has been suspended or the payment is refused by Fusion for Energy as stipulated in the General Conditions.]

⁹ Only in duly justified cases, e.g. in case of high travel costs and limited amount

¹⁰ Where the Contractor is the last to sign, this clause should be worded as follows: “the date on which the signed Contract was received by Fusion for Energy”.

¹¹ Where Annex I indicates that certain deliverables (e.g. reviews) are “optional as requested by F4E”.

I.4.3 Payment [of the balance]

Within sixty days of completion of all tasks [*last task*] referred to in Article I.1, in accordance with Annex I, that means the acceptance of the (final) reports by Fusion for Energy, the Expert shall submit to Fusion for Energy the request for payment [*of balance*] of the performed days and the reimbursement of the expenses with the duly completed and signed forms (Annex II) and with all required supporting documents, quoting the reference number of the Contract to which it relates.

Fusion for Energy shall disburse the corresponding payments within 45 days of their receipt if and to the extent that the amount to be paid exceeds any pre-financing and interim payments, unless the time-limit has been suspended or the payment is refused by Fusion for Energy as stipulated in the General Conditions.

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Expert's bank account denominated in euros, identified¹² as follows:

Name of bank: [complete]
Branch Address in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN¹³ code: [complete]]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

I.6.1. Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by Fusion for Energy on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses¹⁴:

Fusion for Energy:

The European Joint Undertaking for ITER and the Development of Fusion Energy ('Fusion for Energy')
Department [*to be completed*]
Attn.: [*complete*]
c/Josep Pla 2
Torres Diagonal Litoral
Building B3

¹² By a document issued or certified by the bank.

¹³ BIC code for countries with no IBAN code.

¹⁴ Fax number and e-mail accounts may be added. If an e-mail account is given, incoming e-mails should be redirected if the account holder is absent and a clause should be added specifying what is considered to be the reference date of the electronic communication (date of sending, receiving or opening).

08019 Barcelona
Spain

Expert:

Mr/Mrs/Ms [complete]
[Address in full]

I.6.2. Save in exceptional circumstances, the Expert shall inform Fusion for Energy of any changes which may have an impact on the clauses of this Contract or implementation of it, such as, for instance, change of address (place of residence), at least 2 weeks before the effective change.

I.6.3. The contact person for administrative matters within Fusion for Energy is: [*complete: name, surname, function*].

ARTICLE I.7 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1 The Contract shall be governed by European Union law, complemented, where necessary, by the national substantive law of Spain.

I.7.3 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the General Court of the European Union.

ARTICLE I.8 – OTHER SPECIAL CONDITIONS

I.8.1 The Expert shall comply with the Code of Conduct for Experts (Annex IV) and shall sign a declaration of confidentiality (Annex V) and a declaration of independence, commitment and conflicts of interest (Annex VI) to this effect that become an integral part of the Contract.

[I.8.2 *In addition to the requirements set out in Article I.8.1, the Expert assisting in the evaluation of proposals or tenders shall sign a declaration concerning absence of conflict of interest for experts assisting in the evaluation of proposals or tenders (Annex VII) that becomes an integral part of the Contract.]*¹⁵

SIGNATURES

For the Expert,

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

signature[s]: _____

signature[s]: _____

¹⁵ Only applies for experts assisting in evaluations.

Done at [], [date]

Done at [Barcelona], [date]

In duplicate in English.