



Annex 5

SERVICE CONTRACT

Engineering Support to the Area Manager for B11, B14 & B74

CONTRACT NUMBER – IO/19/CT/430000

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 in full, function, department]

on one part,

and

[Name of supplier/contractor]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this Contract by Mr.

on the other part,

Collectively referred as the "Parties" and individually as a "Party"

HAVE AGREED

the **Special Conditions** and the following Annexes:

- Annex I** General Conditions for ITER Organization Service Contracts (2014)
 (“the General Conditions”)
- Annex II** Technical Specifications ref: ITER_D_YPXZ2X v1.1 dated 8th July 2019.
- Annex III** Contractor's Offer ref _____ in response to
 IO/19/CFE/17700/JTR.
- Annex IV** ITER Organization Internal Regulations concerning work on site (applicable to a
 Contractor working at ITER)
 link <http://www.iter.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** Background Intellectual Property (BIP) Declaration

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 ITER Organization Service Contract General Conditions (Annex I) shall take precedence over those in the other Annexes. The terms set out in the Technical Specification (Annex II), ITER Organization Internal Regulations concerning work on site (Annex IV) and Contractor Safety Management Procedure related to ITER (Annex V) shall take precedence over those in the Contractor offer (Annex III).

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 the provision of services for Engineering Support to the Area Manager for B11, B14 & B74.
- 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 [euros] 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#	Article Description In accordance with section 10 of the Technical Specification ITER_D_YPXZ2X v1.1 dated 8 th July 2018.	Est Due Date	PRICE (EUR)
D1	Level B2 of Tokamak Complex buildings (B11/B74)	T ₀ + 1.5 Months	
D2	Level B1 of Tokamak Complex buildings (B11/B74)	T ₀ + 3 Months	
D3	Level L1 of Tokamak Complex buildings (B11/B74)	T ₀ + 4.5 Months	

D#	Article Description In accordance with section 10 of the Technical Specification ITER_D_YPXZ2X v1.1 dated 8 th July 2018.	Est Due Date	PRICE (EUR)
D4	Level L2 of Tokamak Complex buildings (B11/B74)	T ₀ + 6 Months	
D5	Level L3 of Tokamak Complex buildings (B11/B74)	T ₀ + 7.5 Months	
D6	Level L4/L5 Roof of Tokamak Complex buildings (B11/B74)	T ₀ + 9 Months	
D7	Level B2 of Tokamak Complex buildings (B14)	T ₀ + 10.5 Months	
D8	Level B1 of Tokamak Complex buildings (B14)	T ₀ + 12 Months	
MAXIMUM TOTAL FIXED PRICE (EUR)			

**T₀ is indicated by the date of the kick off meeting.*

ARTICLE I.5 – PAYMENT FORMALITIES AND PERIOD

I.5.1. Eight invoices shall be submitted in accordance with the table of deliverables detailed in article I.4.2 above. Payments shall be made upon acceptance by the IO responsible officer of the corresponding deliverable and following receipt of a correctly rendered invoice.

I.5.2 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.

Payment request by the Contractor shall be admissible if accompanied by:

- a) Evidence (e.g. email from IO Responsible Officer as indicated in I.6 below) to prove that the relevant deliverable(s) have been accepted in writing by him,
- b) Correctly rendered invoice, clearly indicating:
 - Reference No. 430000

Payment will be made within 30 (thirty) days after receipt of the above mentioned documents.

ARTICLE I.6 – 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

Route de Vinon sur Verdon, CS 90 046, 13067 Saint Paul Lez Durance, France
Tel : +33 4 42 17 66 44

- ii. Contractual Content
ITER Organization

Procurement Officer / EPS
Route de Vinon sur Verdon, CS 90 046, 13067 Saint Paul Lez Durance, France
Tel : +33 4 42 17 61 52

- 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

b) Contractor:

- i. Technical Content
- ii. Contractual Content
- iii. Financial Content

ARTICLE I.7 – 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.8 – SAFETY AND SITE ACCESS

- I.8.1.** 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.8.2.** 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.9 – OTHER SPECIAL CONDITIONS - CHANGES TO ITER GENERAL CONDITIONS FOR SERVICE CONTRACTS (2014). Except as specifically modified, all other terms, conditions and provisions of the articles remain unchanged.

I.9.1 Article 2 Law and language of the Contract Is replaced by

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.

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.9.2 Article 33 Settlement of disputes is replaced by

In the event of any dispute arising out of or in connection with the present Contract, the Parties agree to submit the matter to settlement proceedings under the International Chamber of Commerce dispute settlement mediation ADR Rules.

If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for ADR or within such other period as the Parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.

The arbitration proceedings shall take place in Paris, unless otherwise agreed by the parties.
The language used shall be English.

SIGNATURES

For the Contractor,

For the ITER Organization,
[name in full, function, department]

Signature: _____

Signature: _____

Done at: _____

Done at: St.Paul Lez Durance

Date: _____ 2019

Date: _____ 2019

In duplicate in English.