**(DRAFT) SERVICE CONTRACT**

CONTRACT NUMBER – [IO/19/CT/430000XXXX]

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

[official name in full]

[*official legal form*]

**[***statutory registration number***]**

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this Contract by [name in full and function,] *duly authorized to sign on behalf of the Company (or the members of the consortium).*

on the other part,

HAVE AGREED

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

**Annex I** General Conditions for ITER Organization Service Contracts (“the General Conditions”)

**Annex II** Technical Specifications (Call for Tender No [*complete*] of [*complete*]),

**Annex III** Contractor's Offer (No [*complete*] of [*complete*])

**Annex IV** ITER Organization Internal Regulations concerning work on site (applicable to a Contract or working at ITER)

link <http://www.iter.org/org/team/adm/proc/generalinfo>

**Annex V** Contract or Safety Management Procedure related to ITER

 link <http://www.iter.org/org/team/adm/proc/generalinfo>

**[Annex VI** Other Annexes if needed**]**

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 hierarchy of documents shall follow the numbering of the Annexes. Thus the terms set out in the Annex I shall take precedence over those in Annexes II, III, etc...

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 Contract or under Article 33 of the Annex I should the Contractor dispute such instruction.

***PLEASE NOTE THAT text in italics is ADVICE. delete from the final Contract .***

**I – Special Conditions**

**Article I.1 - Subject**

**I.1.1.** Thesubject of the Contract is the provision of services for a senior mechanical engineer for engineering support for Tokamak Assembly*.*

**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.5.2.

The delivery dates provided in Article I.5.2 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**

Option 1

[**I.4.1** The *fixed lump-sum total amount* to be paid by the ITER Organization under the Contract shall be EUR [amount in figures and in words] excluding VAT, covering all services provided. The ITER Organization shall not accept liability for any expenditure beyond the aforementioned maximum amount.

or

Option 2

[**I.4.1**. The *maximum amount* to be paid by the by the ITER Organization under the Contract shall be EUR [amount in figures and in words] 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:

*To be added if needed*

**Article I.5 – Payment FORMALITIES AND PERIOD**

**I.5.1.** Payments shall be executed only if the Contract or has fulfilled his contractual obligations by the date on which the invoice is submitted by the Contractor to the ITER Organization.

The payment execution due date is thirty (30) days after receipt of a correctly rendered invoice and all necessary supporting documents. If the acceptance of a deliverable by the ITER Organization is a condition for payment, the 30 days due date starts after the ITER Organization has:

(i) accepted the deliverable(s) and

(ii) received a correctly rendered invoice.

**I.5.2.**  The payment and delivery schedule is the following:

|  |  |  |  |
| --- | --- | --- | --- |
| Ref. | Deliverable | Deliverable due date | Payment amount in EURO |
| D1 |  | T0\* + N1 weeks/months |  |
| D2 |  | T0\* + N2 weeks/months |  |
| D3 | … | T0\* + N3 weeks/months |  |
|  |  |  |  |
| TOTAL PRICE (EUR) |  |

T0\* = Entry into force of the Contract or date of Kick off meeting

**Article I.6 – BANK ACCOUNT**

Payments shall be made to the Contractor’s bank account denominated in the Contract’s currency, identified in the duly filled Financial Identification Form. The Financial Identification Form shall be provided by the ITER Organization in a timely manner.

It is the Contractor’s obligation to return this form to the ITER Organization in a timely manner. No payments can be made until the ITER Organization is in possession of this document.

**ARTICLE I.7 – 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:

1. **ITER Organization:**
2. Technical Content

ITER Organization

*Name of Responsible Officer*

Route de Vinon sur Verdon, CS 90 046,13067 Saint Paul Lez Durance, France

Email :

Tel :

1. Contractual Content

ITER Organization

*Name of Procurement Officer*

Procurement and Contracts Division / *CAL or EPS*

Route de Vinon sur Verdon, CS 90 046, 13067 Saint Paul Lez Durance, France

Email :

Tel :

1. 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

Tel :

1. **Contractor:**
2. Technical Content

Mr/Mrs/Ms [complete]

**[**Function**]**

**[***Company name***]**

**[**Official address in full**]**

Email :

Tel :

1. Contractual Content

Mr/Mrs/Ms [complete]

**[**Function**]**

**[***Company name***]**

**[**Official address in full**]**

Email :

Tel :

1. Financial

Mr/Mrs/Ms [complete]

**[**Function**]**

**[***Company name***]**

**[**Official address in full**]**

Email :

Tel :

**Article I.8 – 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.9 – SAFETY and SITE ACCESS**

**I.9.1.** The Contract or 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 Contract or Safety Management Procedure related to ITER (see Annex V).

**I.9.2.** The Contractor shall adhere to the site access procedure when entering the ITER Site. The ITER Organization shall provide the Contract or with any necessary information and documentation for site access.

***[Article I.10 – Other Special Conditions[[1]](#footnote-1)]***

*STANDARD ARTICLES*

Article 8.2 of Annex I: The period of time in which to approve the report is 15 calendar days *(20 or 30 calendar days). Please agree with the Responsible Officer on the appropriate amount of days to approve the reports.*

*OPTIONAL ARTICLES*

*(ALTERNATIVE FOR LIABILITY ARTICLE)*

Replace Article 9.2 of Annex I with the following:

Except in relation to death or personal injury the amount of the Contractor’s liability under this Contract for claims recoverable under the Contractor’s Professional Indemnity, Third Party, Contractor’s All Risk insurance policies shall be up to EUR 5 000 000 per claim and in the aggregate. For all other claims or actions under the Contract, the Contractor’s maximum cumulative liability shall be EUR X (case-by-case).

The Contractor shall not be liable under or in connection with this Contract whether in Contract or in tort, for breach of statutory duty or otherwise for any loss of profit, loss of production, loss of Contracts or for any indirect or consequential loss or damage whatsoever that may be suffered by the ITER Organization.

**SIGNATURES**

|  |  |
| --- | --- |
| For the Contractor,[*Company name*/forename/surname/function]Signature[s]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For the ITER Organization\*,Name of the Section LeaderProcurement Engineering Plant & Support Section*/* Procurement Construction, Assembly & Logistics Sectionor Name of Head of DivisionProcurement & Contracts Division*or* Name of Head of DepartmentFinance & Procurement Department*or* Name Director-General *\*signature according to the Delegation indicated in* *- Internal Administrative Circular Number No.2 (27KQX9);**- Delegation of Authority related to procurement (7GJYW4);*Signature[s]:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Done at [ ], [date] | Done at St. Paul Lez Durance , [date] |

In duplicate in English.

1. This is used for complementary articles required due to the nature of the services provided or when modifying article in the General Conditions. [↑](#footnote-ref-1)