

## **EXPLANATORY MEMORANDUM**

Under the terms of the Broader Approach (BA) Agreement<sup>1</sup>, Fusion for Energy has been designated as the Implementing Agency to discharge Euratom obligations. Fusion for Energy, according to Article 3(2)(f) of its Statutes<sup>2</sup>, shall carry out any other activities necessary in furtherance of the Broader Approach Agreement with Japan.

The Governing Board, in its decision of 18 March 2008, provided for the establishment of a Fusion for Energy Office for the JT-60SA Project at the site of the Max-Planck-Institut für Plasmaphysik (IPP). In the same decision, the Governing Board approved the corresponding Host Agreement governing the provision of offices by IPP to F4E free of charge and setting out the terms for the reimbursement by F4E to IPP of expenses associated with the site support provided by IPP.

The present Host Agreement was signed on 8 May 2008 and will expire on 8 May 2018. In order to allow the furtherance of the BA Projects, a new Host Agreement must be concluded. As, over the past 9 years, the present Host Agreement has proven to be a solid legal arrangement, it is proposed to preserve its substance in the new Host Agreement. The only modification concerns the termination provision of the Agreement (Article 8 (1)): the new Agreement foresees termination by either Party with a notice of six months instead of the fixed renewable 5 year term of the current Agreement.

The financial impact of the new Host Agreement is expected to remain at around the same level compared to the existing Host Agreement (EUR 66,485,73 in 2016).

The Administration and Management Committee is invited to recommend the approval of the draft new Host Agreement by the Governing Board in accordance with Article 6(3)(r) of the Statutes.

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<sup>1</sup> O.J. L 246, 21.09.2007, p. 34

<sup>2</sup> O.J. L 90, 30.03.2007, p. 58.



## FUSION FOR ENERGY

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

THE GOVERNING BOARD

### **DECISION OF THE GOVERNING BOARD ADOPTING THE NEW HOST AGREEMENT ON THE PROVISION OF OFFICES AND SITE SUPPORT FOR THE JT-60SA HOME TEAM OF THE EUROPEAN JOINT UNDERTAKING FOR ITER AND THE DEVELOPMENT OF FUSION 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 it<sup>3</sup> (hereinafter "the Statutes") and in particular Article 3(2)(f) and Article 6(3)(n) thereof,

Whereas:

- (1) Euratom has taken specific obligations on the implementation of the Satellite Tokamak (JT- 60SA) Project, under the terms of the Broader Approach Agreement<sup>4</sup>;
- (2) Fusion for Energy has been designated as the Implementing Agency for Euratom under the Broader Approach Agreement to discharge the obligations of Euratom for the implementation of Broader Approach Activities;
- (3) Fusion for Energy, according to Article 3(2)(f) of its Statutes, shall carry out any other activities necessary for meeting Euratom's obligations in furtherance of the Broader Approach Agreement with Japan;
- (4) The Governing Board, according to Article 6(3)(r) of the Statutes, shall exercise such powers as may be necessary for the exercise of its functions in furtherance of its objectives.
- (5) The original Host Agreement on the Provision of Offices and Site Support for the JT-60SA Home Team of Fusion for Energy, approved by the Governing Board on 21 April 2008, signed on 8 May 2008 and renewed by exchange of letters on 15 March 2013, expires on 8 May 2018.
- (6) A new Host Agreement between Fusion for Energy and Max-Planck Institute für Plasmaphysik is necessary to ensure the continued discharge of the obligations of Euratom for the implementation of Broader Approach Activities by Fusion for Energy, resuming the rights and obligations of the expiring Host Agreement.

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<sup>3</sup> O.J. L 90, 30.03.2007, p. 58.

<sup>4</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 Host Agreement annexed to this Decision and invites the Director to conclude it with the Max-Planck Institute für Plasmaphysik.

This Decision shall have immediate effect.

Done at Cadarache, 04/07/2017

For the Governing Board

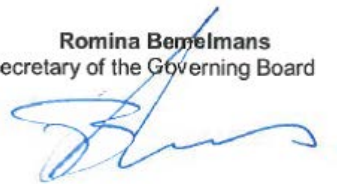
**Joaquín Sánchez**

Chair of the Governing Board

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a horizontal line and a short vertical stroke.

For the Secretariat

**Romina Benelmans**  
Secretary of the Governing Board

A handwritten signature in blue ink, featuring a large, flowing 'R' followed by several horizontal strokes.

**HOST AGREEMENT ON THE PROVISION OF OFFICES AND SITE SUPPORT  
FOR THE JT-60SA HOME TEAM OF THE EUROPEAN JOINT UNDERTAKING  
FOR ITER AND THE DEVELOPMENT OF FUSION ENERGY**

THE MAX-PLANCK-GESELLSCHAFT ZUR FÖRDERUNG DER WISSENSCHAFT E.V.,  
represented by the Directorate of the Max-Planck-Institut für Plasmaphysik, Boltzmannstr. 2,  
85748 Garching bei München, Germany, itself represented by *[insert name and function]*

(hereinafter referred to “IPP”),

of the one part

and

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

(hereinafter referred as “F4E”)

of the other part

hereinafter referred to together as “the Parties”

HAVING REGARD to Council Decision 2007/198/Euratom of 27 March 2007 establishing  
the European Joint Undertaking for ITER and the Development of Fusion Energy and  
conferring advantages upon it<sup>5</sup>,

HAVING REGARD to the expiry on 8 May 2018 of the original Host Agreement on the  
Provision of Offices and Site Support for the JT-60SA Home Team of the European Joint  
Undertaking for ITER and the Development of Fusion Energy, approved by the Governing  
Board on 21 April 2008, signed on 8 May 2008 and renewed by exchange of letters on 15  
March 2013.

HAVING REGARD to the Parties’ determination to resume their respective rights and  
obligations contained in the original Host Agreement, notably including the provision of  
offices by IPP to F4E free of charge and the terms for the reimbursement by F4E of expenses  
associated with site support provided by IPP,

HAVE AGREED AS FOLLOWS:

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<sup>5</sup> OJ L 90, 30.3.2007, p.58.

## ***Article 1***

### ***Subject***

This Agreement sets out the terms under which IPP shall provide office premises and site support to F4E for the EU JT60-SA Home Team.

## ***Article 2***

### ***Provision of Office Premises***

1. IPP shall provide the premises described in Annex A and use thereof to F4E for the duration of this Agreement.
2. The premises shall be provided in full working condition for the purposes for which F4E will use them and in conformity with the normal standards applicable in Germany.
3. IPP shall bear the costs which, under the relevant German regulations, usually accrue to the owner of a building and those associated with the usual maintenance of such premises in accordance with Annex B.
4. F4E shall bear the costs for services and other items related to the use of the premises in accordance with Annex C.
5. Services and support other than those referred to in paragraphs 3 and 4 may be provided by IPP upon request of F4E by mutual agreement of the Parties.
6. The cost of the services and support referred to in paragraphs 4 and 5 shall be agreed by the Parties and shall not exceed the usual costs borne by IPP for such services.

## ***Article 3***

### ***Public services***

1. IPP shall facilitate the use by F4E of all necessary public services and accord reductions in tariffs, regardless of their nature, under the same conditions as accorded to IPP.
2. In case of interruption or risk of interruption of any of these services, F4E shall enjoy the same priority treatment as is accorded to IPP, in order to enable it to fulfil its activities.

#### ***Article 4***

##### ***Communication***

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

- On the side of IPP: *[insert name and function]*
- On the side of F4E: *[insert name and function]*

#### ***Article 5***

##### ***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 6***

##### ***Safety***

The personnel of F4E shall be subject to the internal regulations and safety rules of IPP as host organisation.

#### ***Article 7***

##### ***Amendments***

1. This Agreement may be amended by mutual written agreement of the Parties.
2. Should any provision of this Agreement be, or become, invalid, the Agreement itself and the remaining provisions shall continue to be effective.

## ***Article 8***

### ***Termination***

1. This Agreement may be terminated by either Party with a notice of six months. Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Agreement is received by the other Party, or on any other date indicated in the letter of termination.
2. After termination of this Agreement, F4E will return the office premises to IPP in the same condition in which it took possession of the offices.

## ***Article 9***

### ***Disputes***

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

## ***Article 10***

### ***Annexes***

Annex A, B and C 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 11***

### ***Entry into Force and Duration***

This Agreement shall enter into force on 9 May 2018.

Done in *[insert place]*, *[insert date]*, in English, in two originals.

For IPP,

*[insert name and function]*

For F4E,

Johannes P. Schwemmer  
Director

## ANNEX A

### **Premises of the F4E JT60-SA Home Team Office to be provided by IPP**

- 1.1. Location:** The premises shall be located in the campus of the Max-Planck-Institut für Plasmaphysik, Boltzmannstr. 2, 85748 Garching bei München, Germany.
- 1.2. Specification:** The premises shall consist of office accommodation, including one meeting room, for approximately 14 persons.
- 1.3. General conditions:** The premises shall be provided free of charge and in full working condition for the purposes for which Fusion for Energy will use them and supplied with service installations as specified in Annex B. The premises shall be in conformity with the normal standards applicable in Germany.



## **ANNEX B**

### **Site services and other support to be provided by IPP**

- **Maintenance:** IPP shall be responsible for the maintenance of the premises as follows:
  - **General maintenance:** *IPP shall be responsible for the general maintenance of the building (e.g. non-active waste disposal, effluence and redecoration) and grounds outside the boundary (e.g. cleaning, gardening, fence).*
  - **Exterior maintenance of installations and utilities:** *IPP shall be responsible for the exterior technical maintenance of the building (understanding such maintenance as that necessary for the connections of the basic services and utilities to the building).*
- **Insurance:** IPP shall be responsible for the insurance of the building.
- **Roads:** Roads to the premises and within the area of that premises.

## ANNEX C

### **Site services and other support to be provided by IPP and charged to F4E**

- **Maintenance:** IPP shall provide maintenance services (including cleaning services, refuse collection) within the building.
- **Messenger and postal services:** IPP shall provide messenger and postal delivery and collection service to F4E.
- **Utility services:** IPP shall provide the water, electricity, gas, heating, telecommunications and other utility services to F4E.
- **Catering:** IPP shall provide access for F4E to its canteen and cafeteria services. IPP shall provide **on request** minor catering services (e.g. coffee, tea, soft drinks, etc) for meetings and other events.
- **Library and multi-media services:** IPP shall make available its library services to F4E.
- **Taxi Service:** IPP will provide **on request** the services of its drivers or a taxi service selected by IPP for the transport of F4E staff or visitors from/to the IPP site or local hotels/housing to/from Munich airport.
- **Purchases:** IPP will provide **on request** support for purchases for normal office supplies, copiers, and any other services that may be requested.
- **Services:** IPP will provide **on request** support for the procurement of services and consultancies required by F4E, including the temporary provision of supporting office/CAD/IT staff.
- **Information Technology:** IPP will provide **on request** an external internet connection and a limited IP address range adequate for use by the F4E firewall and internal network in Garching.
- **Security:** IPP will be responsible for the security services outside the permanent premises, for security-alarm service and emergency fire services.