Construction Management-as-Agent
Service Contract

Call for Nomination

1 Purpose

ITER is a first of a kind mega-project with a wide range of disparate leading edge/high-tech systems to be assembled and installed into buildings at its site in Saint Paul lez Durance, in the south of France.

The ITER Organization (IO) is responsible for overseeing the site and the integration of all activities thereon, including occupational health and safety, the completion of all work in accordance with technical requirements, Regulatory Compliance, Quality, Schedule and Cost commitments and the commissioning, testing and turn-over of the plant upon completion for Operations. As a Basic Nuclear Installation (INB), these works shall comply with the relevant French Laws and Regulations, authorizations, codes and standards.

The IO will undertake this responsibility with the support of a Construction Management-as-Agent contractor (CMA). The responsibilities of the CMA will be defined in their contract with the IO.

In addition to the CMA contract, the IO will place a series of works contracts for the assembly of the Tokamak Machine and the mechanical and electrical installation of the plant systems. Domestic Agencies (DA) will also have their own contracts for some of the plant installation works. The CMA will coordinate the work being carried out by the IO and DA contractors in the frame of a team with IO and DA staff.

The assembly of the Tokamak Machine is a unique activity where IO has already developed detailed processes and procedures and therefore in order to maintain a strong control of the assembly process, the IO will directly manage the technical activities associated with the Tokamak Assembly.

This Call for Nomination is to seek companies interested in participating in the tender for the Construction Management-as-Agent service contract.

2 Scope

This contract covers services, as described in section 4, for the management and coordination of the execution of works on the ITER site. It excludes the design or fabrication of the components and the construction of the buildings and building services (the latter are performed under the responsibility of the European Domestic Agency, Fusion for Energy).

The scope of the assembly and installation works to be managed is as follows:

- Tokamak Assembly except Cryostat
- Cooling Water, Vacuum Pumping and Fuelling
- Tritium Plant
- Cryogenic plant (partial),
- Neutral Beam (partial), ICH, ECH (launcher and transmission lines)
- Diagnostics, Cabling and Instrumentation, Network Infrastructure, Piping
- Port Plug Test Facility
- Access Control & Security
- Access Platforms and Steel Structures
- Remote Handling Equipment
- Cryostat, Cryogenic Plant (partial), Cryogenic Distribution, Cryogenic Lines
- Electrical Networks, AC/DC Convertors, Fast Discharge Units, Bus-bars
- IC & EC Power Supplies, EC Gyrotrons, IC Generators, Neutral Beam Power Supplies and Launchers, Diagnostic Neutral Beam
- Radiological and Environmental Protection System

These works are to be performed within the 38 buildings on the ITER site (Figure 2-1).

![Figure 2-1 ITER Site](image_url)

Appendix A illustrates the number and allocation of construction work packages and Appendix B gives key quantities of bulk items for the plant systems (for illustration purposes only).

## 2.1 Outline Schedules of Works

Construction of the civil structures is already started on the ITER site under the responsibility of the EUDA. The assembly and installation works shall start in each building as it is completed, and the overall site coordination shall switch to IO and CMA at a defined milestone.

This contract shall therefore have three main stages:

- Stage 1 – Mobilization, detailed planning and familiarisation
- Stage 2 – Works under EU-DA site coordination
- Stage 3 – Works under IO and CMA site coordination
The EU-DA has placed an Architect Engineer contract, including construction management, for the civil works and building services. This contractor (ENGAGE) shall coordinate works under EU-DA responsibility until the end of Stage 2 noting that during this phase coactivity between EU-DA and IO works (under CMA coordination) will occur. The forecast dates for each of these stages shall be detailed in the preliminary schedule in the Call for Tender (currently the site is managed under Stage 1).

This schedule shows the currently forecast time-phased distribution of work packages by the relevant IO or DA contracting organization.

Figure 2-2: Distribution of Works

2.2 Works Contract Strategy

The nature of works and the skills required for Tokamak assembly and plant installations are considerably different, and therefore separate contracts will be placed.

Two contracts for plant installation will be placed, one for mechanical and piping works, one for electrical, I&C and cabling. Additional support and specialised works contracts will be placed. Several Domestic Agencies will also place contracts that include site works. The overall contract map is shown in Figure 2-3. The CMA will manage interfaces between all works contractors, as part of an integrated team with IO and DA staff.
2.3 Integrated Project Delivery

With the above differences between Tokamak Assembly and Plant Installation, the IO, Domestic Agencies and the CMA will form an Integrated Construction Team - meaning that within their allocated roles each collaborates to achieve common project objectives – the CMA shall ensure the project achieves the milestones and performance specified by the ITER Organization who remains with overall responsibility.

The IO shall lead this Integrated Team and ensure with each member that the knowledge and expertise of the IO and DA staff is combined with the practical experience of the CMA in a structure that aims to promote a project culture, cultivate the development of cost effective and innovative solutions to the problems inherent in a first of a kind project.

3 Contract Summary

The Construction Management-as-Agent contractor shall provide the services, systems and processes to ensure the efficient planning, management, supervision and inspection of all works. A core team is required for continuity and this shall be supplemented according to the level of on-going works. The services to be performed by the CMA can be summarised as:

- Planning, Works Contract Management
- Site Coordination, Occupational Health and Safety, Environmental Health and Safety, Material Management
- Works Supervision, Quality Control, Record Keeping
- Start-up and Testing, Maintenance Management

As an agent, the CMA contributes to protecting IO/Project interests and the coordination of the construction contractors to terms, price, & schedule.

The CMA will be incentivized to achieve quality, safety, cost, & schedule, and will be required to contribute to open communications & teamwork with the IO and DAs.

The CMA shall not self-perform installation work in order to prevent conflicts of interest.
Companies awarded the CMA contract, or any consortium they are member of, shall be withdrawn from later tenders for works or related contracts. The same rules apply to parent companies or subsidiaries.

3.1 Contract Duration
The duration of the contract is expected to be ten (10) years.

3.2 Procurement Schedule
A tentative timetable is outlined as follows:

<table>
<thead>
<tr>
<th>Procurement Schedule</th>
<th>Tentative Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call for nominations</td>
<td>Mid July 2015</td>
</tr>
<tr>
<td>Issue pre-qualification application</td>
<td>August 2015</td>
</tr>
<tr>
<td>Issue call for tender</td>
<td>October 2015</td>
</tr>
<tr>
<td>Tender submission due date</td>
<td>January 2016</td>
</tr>
<tr>
<td>Estimated Contract award date</td>
<td>May 2016</td>
</tr>
<tr>
<td>Estimated Contract Signature</td>
<td>June 2016</td>
</tr>
</tbody>
</table>

3.3 Experience
The contractor’s experience shall cover the activities of Construction Management detailed in Section 4 and should demonstrate significant experience in a leadership role amongst the following areas of activity:

- Nuclear Power Projects;
- High technology, first-of-a-kind or research construction projects;
- International projects involving International partners and suppliers.

The primary selection criteria for the CMA shall be demonstrated knowledge and skills in ensuring safe, timely and cost efficient management of large scale and nuclear projects.

The staff of the CMA shall be Suitably Qualified and Experienced Persons (SQEP), with a demonstrated level of experience in the missions foreseen.

The pre-qualification process shall ensure that the candidates have sufficient experience, resources and financial capacity to manage such a large scale construction project.
4 Tasks for Construction Management Contractor

The overall mission of the CMA is to support IO in ensuring that the assembly and installation works are performed in accordance with IO requirements and ensuring optimization of cost and schedule.

The outline specific tasks allocated to the CMA are given in the following sections. These are indicative and the detailed roles and responsibilities, in particular the different activities for Tokamak Assembly and Plant Installation, will be detailed in the Technical Specifications and the draft contract.

4.1 Management

4.1.1 Planning

- Maintain and develop the construction project baseline: work breakdown structure, scope database, construction master schedule and construction cost database. This shall include regular production of reports, summary schedules, project controls (tracking, measuring and reporting progress, earned value, measuring KPI, identifying critical paths, lead times and key milestones);
- Prepare the detailed planning of works, including allocation of works to IO and DA Works Contractors, defining earliest start dates and anticipated finish dates;
- Perform risks and opportunities management including identification, quantification, response planning, monitoring, updating, and closing of items in the risk register;
- Administer the Configuration and Change Control including Field Changes, Non-Conformances, and Deviation Requests as applied to construction works, process Requests for Information from contractors;

4.1.2 Works Contract Management

- Act as the Engineer for FIDIC “Red Book” contracts;
- Participate in system design reviews, review and comment on system design and other relevant documents, with particular attention to constructability, modularization, standardisation, pre-assembly requirements, occupational safety, consistency with the construction worksite plan and in regard to the proper documentation being prepared, including drawings and specifications;
- Prepare construction work packages including a complete identification of all the items required to perform the works e.g. materials list, drawings, specifications, risk assessments, permits to works, checklists, instructions and procedures, required personnel, equipment and tools, hold points, and quality control documents;
- Review Contractors methods of working and temporary installations with regard to their adequacy of quality and safety;
- Carry out such inspections as are necessary to ensure compliance by Contractors with their contract;
- Be responsible for Closeout Reviews and Lessons Learned as each major scope of work is completed;
- Support the IO in pursuing or defending any claim in respect of Contractors, including in adjudication, arbitration or litigation if necessary;
4.1.3 Procurement

• Assist the IO to establish tender packages including drawings, bills of quantities, specifications and pricing schedules as necessary to obtain competitive tenders for works and supplies;

4.1.4 Nuclear Safety

• Support the IO to ensure compliance with the Supervision of Suppliers (INB Order 7th February 2012) applicable to all protection important activities within the ITER Project performed by the IO and its suppliers including verification of Contractor Quality Systems, Interventions, and Surveillance of works;

• Advise the IO on any measures to be taken to assure compliance with the Supervision of Suppliers (INB Order 7th February 2012) applicable to all protection important activities within the ITER project performed by the IO and its suppliers.

• Institute within its own personnel a nuclear safety culture.

4.2 Worksite Coordination

4.2.1 Site Coordination

• Support IO in the preparation and update of Site Rules and Regulations, and to ensure compliance with French Labour Codes;

• Manage and coordinate activities on the site with regard to site rules, regulations and all other safety precautions, fire protection, site transportation and movement of vehicular traffic, delivery of goods and materials, plant and equipment, control of pollution and the environment;

• Be responsible for the management of access requests for the worksite submitted by Works Contractors;

• Organise and prepare necessary materials for monthly, weekly and daily coordination, steering and planning meetings with IO, DA and works Contractors. Prepare and circulate minutes of such meetings, follow-up on actions;

• Be responsible for the management of site logistics, lifting and handling up until defined points for handover to the Works Contractors, and the associated contracts for these services;

• Be responsible for the development and implementation of a “pro-rata” account that will be used to undertake activities that are common to all contractors working on the construction site.

4.2.2 Occupational Health and Safety

• Support the IO in implementing a continuous improvement safety programme;

• Manage the Permit to Work system;

4.2.3 Environmental Health and Safety

• Ensure that materials used on site by Contractors do not pose an undue risk to site personnel, nor endanger the environment;

• Ensure that materials are correctly stored, labelled, and handled in accordance with Material Safety Data Sheets;
4.2.4 Material Management

- Expedite materials ordered for the project in order to meet construction schedule dates by interfacing as necessary with IO, DA, suppliers, warehouse management contractor and the global logistics service provider;
- Control materials at the ITER site in liaison with IO responsible officers, including materials receiving, assessment of preservation, quarantine and segregation requirements, and in field traceability;
- Be responsible for administration and operation of the SmartPlant Materials system (SPMat);

4.3 Works Supervision

4.3.1 Supervision of the Works

- Ensure that all legal and regulatory approvals and authorisations have been properly acquired prior to the commencement of any work and that all required documentation is finalized upon completion of this work;
- Issue field instructions and directions to Contractors, noting that the CMA shall have no authority to issue any instruction or give any approval for a Contractor to perform any works which would or might alter the overall cost beyond defined contingency limits;
- Check applications for payment from Contractors and ensure the preparation of valuations as necessary in accordance with the terms of contracts, and assess them for IO prior to its authorisation for payment;
- After consultation with the IO, issue Certificates of Completion and advise the IO of their issuance;
- Coordinate legal and regulatory inspections of cranes and other lifting and handling equipment on site that need periodic inspections;
- Keep records of daily activities on site;
- Manage field engineering processes, document management and information exchange.

4.3.2 Quality Control

- Check the compliance between execution drawings prepared by the contractors and the construction drawings and specifications prepared by IO or the DAs;
- Assess Contractor’s quality plans and control plans (MIP);
- Implement surveillance plans to ensure adherence to IO requirements, contractors quality plans and applicable codes, standards and regulations;
- Verify the conformance of completed works to requirements, specifications and contract deliverables and where required undertake inspections to confirm such completion;
- Coordinate and supervise Inspections and Tests at successive stages of receiving, pre-installation, and installation, inserting Notification and Hold Points within Contractor’s control plans;
- Manage all Measuring and Test Equipment used by Contractors at the ITER site including storage, certification, calibration and take appropriate actions in the event of non-conforming or deficient equipment;
- Supervise the making good of defects and after consultation with the IO issue the Certificates of Making Good and advise the IO of their issuance;
4.3.3 Record Keeping, Information Handovers and Document Controls

- Provide a service for the management of all information, records and documents related to construction within the SmartPlant Foundation environment and the ITER Document Management system, including document scanning, classification, filing, searching and printing;
- Support the IO in maintaining complete and accurate records of all site activities.

4.4 Completion Activities

4.4.1 Start-up and Testing

- Work with the relevant IO experts to define the necessary tests to confirm that all construction activities have been correctly performed according to IO requirements and specifications.
- With the relevant Contractors’ assistance, prepare the necessary testing documentation and check that all plant equipment and materials are complete and in accordance with design requirements, prior to establishment with the IO of the programme of testing and witnessing;
- Coordinate the execution of all testing activities performed by the Contractors as per the requisite testing programme, record the outcome of the various tests, prepare an action/activity schedule of works which may require rectification and provide the IO with proposals for such rectification work;

4.4.2 Maintenance

- Plan and coordinate preservation and preventative and corrective maintenance for items of equipment installed and which require “in-service” maintenance at regular intervals prior to full operations;
- Keep all maintenance associated records;
- Manage any remedial, corrective and preventive action identified following a maintenance operation.

4.5 Engineering Services

Engineering services will be used to fill the gap between information available for construction and what is required to define the work packages. It will also be used to perform studies to solve problems on site. IO-CT design authority remains at all times with the IO-CT engineering departments.

- As requested provide construction engineering services to the IO in the following general areas as requested following agreement on the cost and schedule:
  - Analysis, design of mock-ups, constructability reviews
  - Site assembly of mechanical components
  - Site installation of plant systems including electrical, piping and equipment
  - Tooling design including engineering and CAD
Appendix A: Distribution of Construction Work Packages

These tables show the distribution of work packages between buildings, by organization. In principle a work package may be considered as 1000 work hours, however this is only a guide and the work packages for machine assembly are more numerous and defined at a much higher level of detail, whereas for plant they are defined at a room/area/building level since they are more standard and do not require such a high level of preparation and scheduling by IO.

<table>
<thead>
<tr>
<th>Worksite / Building / Area</th>
<th>Approximate number of Construction Work Packages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>IO-CT</td>
</tr>
<tr>
<td>WORKSITE 1 (MACHINE ASSEMBLY, BLDG 13, BLDG17)</td>
<td></td>
</tr>
<tr>
<td>Assembly Building (13) Phase I</td>
<td>36</td>
</tr>
<tr>
<td>Cleaning Facility Building (17) Phase I</td>
<td>1</td>
</tr>
<tr>
<td>Machine Assembly Phase I</td>
<td>1096</td>
</tr>
<tr>
<td>Sub-Assembly Phase I</td>
<td>39</td>
</tr>
<tr>
<td>WORKSITE 2 (BLDG 11, BLDG 14, BLDG 74)</td>
<td></td>
</tr>
<tr>
<td>Tokamak Building (11) Phase I</td>
<td>525</td>
</tr>
<tr>
<td>Tritium Building (14) Phase I</td>
<td>81</td>
</tr>
<tr>
<td>RF Heating Building (15) Phase I</td>
<td>25</td>
</tr>
<tr>
<td>Diagnostic Building (74) Phase I</td>
<td>57</td>
</tr>
<tr>
<td>WORKSITE 3 (Control Bldgs 23, 24, 71 and RF Heating Bldg 15)</td>
<td></td>
</tr>
<tr>
<td>Personnel Access Control Building (24) Phase I</td>
<td>25</td>
</tr>
<tr>
<td>Control Building (71) Phase I</td>
<td>35</td>
</tr>
<tr>
<td>WORKSITE 4 (Cryoplant (including Bridge) and Site Services Buildings)</td>
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</tr>
<tr>
<td>Cryoplant Compressor Building (51)</td>
<td>3</td>
</tr>
<tr>
<td>Cryoplant Cold Box Building (52)</td>
<td>6</td>
</tr>
<tr>
<td>Cryoplant Infrastructure Area (53)</td>
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<tr>
<td>Cryo Bridge</td>
<td>1</td>
</tr>
<tr>
<td>Cryoplant Services</td>
<td>3</td>
</tr>
<tr>
<td>Cryoplant Roof (51/52)</td>
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</tr>
<tr>
<td>Site Services Building (61)</td>
<td>23</td>
</tr>
<tr>
<td>HRS Water Treatment Facility Area (64)</td>
<td>6</td>
</tr>
<tr>
<td>Worksite / Building / Area</td>
<td>Approximate number of Construction Work Packages</td>
</tr>
<tr>
<td>----------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>IO-CT</td>
</tr>
<tr>
<td>Cooling Tower Basins Buildings (67)</td>
<td>9</td>
</tr>
<tr>
<td>Cooling Water Pumping Station Building (68)</td>
<td>7</td>
</tr>
<tr>
<td>Heat Exchangers Building (69)</td>
<td>8</td>
</tr>
<tr>
<td>WORKSITE 5 (Electrical and Power Supplies Buildings)</td>
<td></td>
</tr>
<tr>
<td>Magnet Power Conversion Buildings (B32)</td>
<td>7</td>
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<tr>
<td>Magnet Power Conversion Buildings (B33)</td>
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</tr>
<tr>
<td>Pulsed Power HV Substation Area (35)</td>
<td>1</td>
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<td>Steady State Power HV Substation Area (41)</td>
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<tr>
<td>Main Alternating Current Distribution Building (36)</td>
<td>2</td>
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<tr>
<td>Emergency Power Supply Building (Train A) (B44)</td>
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<tr>
<td>Emergency Power Supply Building (Train B) (45)</td>
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</tr>
<tr>
<td>Medium Voltage Distribution Building (LC / 1A) (46)</td>
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<tr>
<td>Medium Voltage Distribution Building (LC / 2B) (47)</td>
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</tr>
<tr>
<td>57 SIC Generator Building (Train B) &amp; Fuel Storage Tank 43 SIC</td>
<td>3</td>
</tr>
<tr>
<td>58 SIC Generator Building (Train A) &amp; Fuel Storage Tank 42 SIC</td>
<td>3</td>
</tr>
<tr>
<td>59 IP Generator Building (Train B) &amp; Fuel Storage Tank 43IP</td>
<td>3</td>
</tr>
<tr>
<td>60 IP Generator Building (Train A) &amp; Fuel Storage Tank 43IP</td>
<td>2</td>
</tr>
<tr>
<td>Reactive Power Control Building (38)</td>
<td>5</td>
</tr>
<tr>
<td>Fast Discharge and Switch Network Resistor Units Building (75)</td>
<td>2</td>
</tr>
<tr>
<td>Reactive Power Compensators Area (39)</td>
<td>1</td>
</tr>
<tr>
<td>SF6 Equipment Area</td>
<td></td>
</tr>
<tr>
<td>NB Power Supply Building (34)</td>
<td>4</td>
</tr>
<tr>
<td>NB High Voltage Power Supply Building (37)</td>
<td>4</td>
</tr>
<tr>
<td>WORKSITE 6 (Site Works (Works Access and Area Management))</td>
<td></td>
</tr>
<tr>
<td>Network and Instrument Cables</td>
<td>50</td>
</tr>
<tr>
<td>Totals</td>
<td>2092</td>
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# Appendix B: Key Quantities

## Estimated Quantities of Bulk Items - Plant

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>MV &amp; LV Power Cables</td>
<td>20,000</td>
</tr>
<tr>
<td>Instrumentation and Control Cables</td>
<td>85,000</td>
</tr>
<tr>
<td>Fibre Optic Cables</td>
<td>15,000</td>
</tr>
<tr>
<td>Estimated Cable Amount</td>
<td>12,000 km</td>
</tr>
<tr>
<td>Estimated Cable Tray Amount</td>
<td>200 km</td>
</tr>
<tr>
<td>DC Bus-bars</td>
<td>10 km</td>
</tr>
<tr>
<td>Steel platforms (Personnel and Equipment)</td>
<td>3,500 m²</td>
</tr>
<tr>
<td>Piping</td>
<td>40 km</td>
</tr>
<tr>
<td>Waveguides / transmission lines</td>
<td>4,200 m</td>
</tr>
<tr>
<td>Quantity of Electrical Distribution and Control Cubicles</td>
<td>5,000</td>
</tr>
</tbody>
</table>
Annex to Summary Technical Specifications

1. Nuclear liability
The ITER Organization is the nuclear operator of the ITER nuclear fusion facility (INB 174) under French nuclear law. However, unlike other nuclear operators of nuclear fission installations in France, nuclear fusion installations are not covered by the Paris Convention on nuclear third party liability for the time being. Pending negotiations with the Contracting parties to the Paris Convention, the special nuclear liability regime (i.e. limited strict liability of the nuclear operator) implemented by the Paris Convention does not apply.

Therefore, the ITER Council, by a decision of 2009 endorsed that until a solution is found, the ITER Organization may assume this responsibility by providing a declaration and waiver of indemnity regarding nuclear liability to indemnify suppliers of the IO and their subcontractors in case they are held liable, based on the principles of the Paris convention, this in the understanding that if no regulatory solutions could be found before nuclear operations of the ITER facility started, a proper mechanism would be established by the ITER Members in accordance with Article 15 of the ITER Agreement.

This declaration and waiver of indemnity regarding nuclear liability shall be included in the contract signed by the contractor and the IO.

2. CEAR insurance
The ITER Organization and Fusion for Energy, the European Domestic Agency in charge of providing buildings to the ITER Organization, have taken out an insurance policy to cover:

- the risk of physical loss or material damage to the Project arising from whatsoever cause except if excluded,

- as well as to cover all sums which the Insured shall become legally liable to pay in respect of or arising from accidental bodily injury to or illness of third parties and accidental loss or damage or destruction to property belonging to third parties occurring during the construction/erection period on the construction site and arising from or in connection with the Insured Project unless excluded (CEAR Insurance Policy).

Contractors, Subcontractors of any tier and suppliers and/or consultants (in respect of their site activities) are also covered by this insurance policy and as such are only liable for the deductible, the exclusions or above the limit of coverage mentioned in the insurance policy in accordance with the insurance certificate that will be provided to you during the next phase of the tender process.

This insurance policy carries a global aggregate coverage limit of Euro 1,000,000 000 (one billion Euro).

The ITER Organization and Fusion for Energy will cover their own buildings used by the Contractors to perform their duty on Site, excluding the content being the contractor’s property.
The CEAR insurance policy subscribed by the ITER Organization and Fusion for Energy shall not affect the contractor’s liabilities or obligations.

3. Subcontracting rules
As mentioned during the Info Day held 21 May 2015, sub-contracting is allowed, but it is limited to one level and its cumulated volume is limited to 30% of the total contract value.

4. Potential Conflict of Interest
Awarded consortium member or sub-contractor shall not participate in the major following works contracts:
- Mechanical and Piping contract,
- Electrical, I&C and Cabling,
- Machine Assembly
This limitation does not apply to contracts already placed by the IO by the time of the signature of the CMA contract, or to contracts placed or to be placed by the Domestic Agencies unless specifically mentioned before signature of the said contracts.

The same principles as above apply to parent companies or subsidiaries.

By “Parent Company” it is meant a firm that owns or controls other firms (called subsidiaries) which are legal entities in their own right. IO will consider as a “subsidiary” a company controlled by another (the parent) through the ownership of greater than 50 percent of its voting stock. This basically represents 50% + 1 vote.

Voting Stocks (or voting shares) are the ordinary shares the ownership of which gives an entity the right to vote in the issuing firm's annual general meeting. The ultimate and exclusive right conferred by a lawful claim or title, and subject to certain restrictions to enjoy, occupy, possess, rent, sell, use, give away, or even destroy an item of property.

A parent company can be a Holding. In that particular case, and in order to simplify the implementation of this principle for Holdings which definition can vary with the legal system, the IO will retain the same definition as for a Parent company (> 50% of voting shares).

In all cases, the IO will strictly implement the principle of Article 2.2.3. of the Order dated 7 February 2012 relating to the general technical regulations applicable to INB (the independence of the supply chain stakeholders shall be demonstrated for protection-important activities). In addition, the IO will require a commitment undertaking for ensuring this independence.