



china eu india japan korea russia usa

Route de Vinon-sur-Verdon - CS 90 046 - 13067 St Paul Lez Durance Cedex - France

(DRAFT) SERVICE CONTRACT

CONTRACT NUMBER – [IO/YY/CT/SAP number]

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 (27KELD v. 1.2),
- 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.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is the provision of services for Project Manager for the Implementation of a New E-Procurement System.
- 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

- 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.

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:

M#	Phase	Deliverable	Due date	Amount in EUR
M1	Pre- Project Phase / Initiation	Successful completion of Monthly Report	T ₀ * + 1 month	<i>to be added</i>
M2		Successful completion of Monthly Report	T ₀ * + 2 months	<i>to be added</i>
M3	Requirements and Design	Successful completion of Monthly Report	T ₀ * + 3 months	<i>to be added</i>
M4		Successful completion of Monthly Report	T ₀ * + 4 months	<i>to be added</i>
M5	Build and Unit Test	Successful completion of Monthly Report	T ₀ * + 5 months	<i>to be added</i>
M6		Successful completion of Monthly Report	T ₀ * + 6 months	<i>to be added</i>
M7		Successful completion of Monthly Report	T ₀ * + 7 months	<i>to be added</i>
M8		Successful completion of Monthly Report	T ₀ * + 8 months	<i>to be added</i>
M9	Test Phase	Successful completion of Monthly Report	T ₀ * + 9 months	<i>to be added</i>
M10		Successful completion of Monthly Report	T ₀ * + 10 months	<i>to be added</i>
M11		Successful completion of Monthly Report	T ₀ * + 11 months	<i>to be added</i>
M12	Deploy / Hyper care	Successful completion of Monthly Report	T ₀ * + 12 months	<i>to be added</i>
Total				<i>to be added</i>

T₀* = Entry into force of the Contract

I.5.3. The monthly payment will be adjusted when excessive absence (more days than specified in Annex III) is taken and/or the total actual working days are less than 218 days during the 12 months based on the following daily rate.

Details	Amount in EUR
Daily rate	<i>to be added</i>

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:

a) ITER Organization:

i. Technical Content

ITER Organization

Name of Responsible Officer

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

Email :

Tel :

ii. Contractual Content

ITER Organization

Yo Maeda

Procurement and Contracts Division / Engineering, Science, Operation and Corporate Section

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

Email : Yo.Maeda@iter.org

Tel : +33 (0)4 42 17 73 06

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

Mr/Mrs/Ms [complete]

[Function]

[Company name]

[Official address in full]

Email :

Tel :

ii. Contractual Content

Mr/Mrs/Ms [complete]

[Function]

[Company name]

[Official address in full]

Email :

Tel :

iii. 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.

I.10 – OCCUPATIONAL HEALTH & SAFETY AND SECURITY

I.10.1. The Contractor shall ensure compliance by itself, its employees and sub-contractors with IO rules and with applicable French legislation and regulation in the field of occupational health & safety and security. In particular the following IO documents shall be complied with:

- i. Safety instructions which apply to activities carried out on the ITER Organization Site and which are set forth in the “ITER MQP Procedure Q2GBJF dated 1 March 2017 – Contractor Safety Management Instructions” (Annex V);
- ii. Site access procedure (S3893D), subject to obtaining any information and documentation required from the ITER Organization;
- iii. ITER Organization’s Internal Regulations, dated 6 December 2016, ref. 27WDZW (Annex IV); and

The documents attached in Annexes IV and V may be updated from time to time and it is the responsibility of the CRO or the OHS ITER appointed representatives to inform the Contractor accordingly. The Contractor is responsible to ensure that it complies with any later revision of such documents as provided by the CRO.

I.10.2 Safety is the first priority for ITER Organization. The Contractor's compliance with safety requirements is monitored on a real time basis. The Contractor is responsible for compliance with the safety regulations and compliance with its own Occupational Health and Safety (OHS) documentation. The Contractor shall comply with any such ITER OHS requirements and not be entitled to claim any compensation in connection with such compliance. The Contractor hereby commits to a goal of zero accidents and to continuously improve its OHS' records.

Any deviations by the Contractor from applicable OHS rules dealing in particular with but not limited to:

- the protection against falling from height (workers or items),
- structures preventing the risk of being buried,
- collective or individual protections against the dangers towards other worker(s),
- the periodic verification as required by the French regulation of work equipment while in use,
- proper presentation of the PPSPS or Preventive Plan by the Contractor,
- proper “Common Inspection” before starting the work,
- the OHS golden rules established for the whole ITER site.

shall be resolved and an action plan shall be submitted to IO within twenty-four (24) hours (i.e. one working day) following notification thereof by the IO or the IO appointed representative to the Contractor, unless otherwise stipulated by the IO or the IO appointed representative. For each failure by the Contractor to resolve and rectify a deviation within the said twenty-four (24) hours following notification or otherwise agreed deadline, a maximum penalty of 2000 € per deviation may be applied if IO decides so, on the monthly invoice covering the month under which the deviation occurred.

In addition to the penalty mentioned above, the access right to the ITER site may be withdrawn from offenders. The site access may be provisionally or permanently withdrawn depending on the severity of the offence.

Deviations of severity 3 “Loss time injury > 2 months, permanent disability, single/multiple workers” may lead to termination of the contract by the IO in application of Article 23 of the General Conditions.

I.10.3. 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.

**I.11 – OTHER SPECIAL CONDITIONS MODIFYING THE GENERAL CONDITIONS
(ANNEX I TO THE CONTRACT)****Article 2 of Annex I: Law and language of the Contract**

The below text shall replace entirely the Articles 2.1 and 2.2 of the GC:

“The IO 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.

Consequently, reference to French law shall be made for, and only for:

- i. the interpretation of a Contract’s 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.”

Article 4 of Annex I: Performance of the Contract

The below text shall replace Article 4.6 to the GC:

“Neither the Contractor nor any of the Contractor’s experts, employees, agents or representatives (referred to hereinafter as the “Personnel”):

- a) shall in any capacity be considered as members of the staff, employees or representatives of the ITER Organization;
- b) shall have any power to commit the ITER Organization in respect of any obligation or expenditure whatsoever; and
- c) shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in this Contract. In particular and without limitation, it is understood that neither the Contractor, nor any of its Personnel may in any manner claim the benefit of the privileges and immunities enjoyed by the ITER Organization or by its personnel.”

Article 8.2 of Annex I: Approval of Contractor’s documents

The period of time in which to approve the report is 15 calendar days.

Article 33 of Annex I: Settlement of Disputes

The below text shall be inserted as a new sub-Article 33.0 before the sub-Article 33.1 of the GC:

“The Parties shall aim to resolve amicably any dispute arising out of or in connection with the Contract, including its interpretation. Any such dispute shall firstly be discussed at the level of the

relevant contact points of the Parties defined under Article I.8. In case of failure to reach an agreement at this level, the Parties shall try to find a settlement at senior management level.”

SIGNATURES

For the Contractor,
[Company name/forename/surname/function]

For the ITER Organization,
Ms. Daphné Crowther
Engineering, Science, Operation and
Corporate Section

Signature[s]: _____

Signature[s]: _____

Done at [], [date]

Done at **St. Paul Lez Durance** , [date]

In duplicate in English.