



china eu india japan korea russia usa

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

## **ANNEX III**

**(DRAFT)**

### **SERVICE CONTRACT for DMS Fast Shutter - Concept design and proof-of-principle prototyping/testing**

Contract Number IO/21/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*

of the other part,

hereinafter jointly referred to as the "Parties" or "both Parties" and individually as the "Party",

HAVE AGREED

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

- Annex I** ITER Organization Service Contract General Conditions (Ref. 4EBUPM v2.2 dated 2014)
- Annex II** Technical Specification: ITER\_D\_4NDDKB\_v1.2
- Annex III** Contractor's Offer ref. xx dated dd/mm/yy
- Annex IV** ITER Organization Internal Regulations concerning work on site Ref. ITER\_D\_27WDZW (applicable to a Contractor working at ITER)  
link <http://www.iter.org/org/team/adm/proc/generalinfo>
- Annex V** Contractor Safety Management Procedure related to ITER Ref. ITER\_D\_Q2GBJF  
link <http://www.iter.org/org/team/adm/proc/generalinfo>
- Annex VI** Declaration of Background Intellectual Property
- Annex VII** Template for Declaration of Generated Intellectual Property

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 General Conditions (Annex I) shall take precedence over those in the Annexes. The terms set out in the Technical Specifications (Annex II) shall take precedence over those in the Contractor’s 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 General Conditions should the Contractor dispute such instruction.

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 – SUBJECT**

- I.1.1 The subject of this Contract is the provision of “DMS Fast Shutter - Concept design and proof-of-principle prototyping/testing”.
- I.1.2 The Contractor shall provide the services and the required documentations in accordance with the Technical Specifications annexed to the Contract (Annex II).

### **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 (hereinafter also called “IO”) 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 signature by both parties and shall be delivered within a period of 36 months as indicated in the table of deliverables in Article 1.4.2.
- I.2.4 It is envisaged that the kick off meeting will occur within two (2) weeks following the date that the contract enters into force.

### **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. The validity of the contract will be deemed to have ended upon acceptance by the IO Contract Responsible Officer (IO-RO) of the last deliverable indicated in the contract and following the final payment being made by IO.

### **ARTICLE I.4 – CONTRACT PRICE**

- I.4.1 The total maximum amount to be paid by the ITER Organization under the Contract shall be EUR [amount in figures and in words] excluding VAT and covering the services and documentations required under the Technical Specifications (Annex II). The ITER Organization shall not accept liability for any expenditure beyond this amount.

I.4.2 This amount is further broken down as indicated below:

D#	Deliverables as detailed in section 7 and 9 of Annex II (Technical Specification: ITER_D_3FLV74_v1.1)	Due date (months)	Amount in EUR
D1	Phase 1: Requirements Analysis - Feedback Report, assessments of requirements provided (clarity, consistency, completeness, compatibility, areas of concern over technical feasibility, proposed editing/modifications of requirements as relevant) - Review meeting (phase-wise, interim review meetings as needed, minutes of meeting & list of actions)	T0*+ 2 months	<i>to be added</i>
D2	Phase 2: Optioneering - Shutter system functional tree and product tree - Optioneering report - Concept Design Report - Review meeting-Planning, Closure of actions from the review meeting and the close-out report	T0 + 4 months	<i>to be added</i>
D3	Phase 3: Concept Development - Concept design description report - Outline CAD model of the concept - Preliminary design compliance matrix (DCM) based on system requirements - List of significant design risks / unknowns and proposed mitigation measures - Concept design review meeting and closure of actions from the meeting (report)	T0 + 5 months	<i>to be added</i>
D4	Phase 4: Prototyping - Prototype Delivery (working proof-of-scale prototype, ready for testing) - Options and acceptance criteria for testing – type of test and details, location of test (factory or elsewhere) and durations of tests – to be validated in the testing phase	T0 + 10 months	<i>to be added</i>
D5	Phase 5: Test - Test report with summary of results, updated concept feasibility assessment, conclusions and recommendations for further development - Review meeting and closeout report	T0 + 12 months	<i>to be added</i>
<b>Total firm fixed price amount in EUR</b>			<i>to be added</i>

\*T0 - the date of signature by both parties

## **ARTICLE I.5 – PAYMENT FORMALITIES AND PERIOD**

I.5.1 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.

Invoices may be submitted in accordance with the table below and upon the satisfactory completion of works in accordance with the details in the Annex II (technical specifications). Payments will be made by IO upon the acceptance of the corresponding deliverables upon receipt of a correctly rendered invoice.

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.

In addition, for the final Payment, the following additional documents shall be provided:

- A certification issued by the Contractor and validated by the IO-RO (as defined under Article I.7) of satisfactory delivery of all deliverables within the delivery dates foreseen under this Contract, completion of the Services and, whenever applicable, completion of other obligations to be fulfilled, in accordance with the stipulations of this Contract;
- Copies of supporting documents that may be required by the IO as evidence of satisfactory contractual performance; and
- Declaration of any intellectual property resulting from Services undertaken for the purpose of the Contract, or a formal declaration that no intellectual property has been generated, using the template provided in Annex VII to the present Contract. If applicable, such declaration shall be made on behalf of the industrial consortium and/or subcontractors.

I.5.2 The payment schedule will be as follows:

M#	Details	Estimated Due date	Amount in EUR
M1	Full Acceptance of D1	T0* + 3 months	<i>to be added</i>
M2	Full Acceptance of D2	T0 + 5 months	<i>to be added</i>
M3	Full Acceptance of D3	T0 + 6 months	<i>to be added</i>
M4	Full Acceptance of D4	T0 + 11 months	<i>to be added</i>
M5	Full Acceptance of D5	T0 + 13 months	<i>to be added</i>
<b>Total / Total Lump-Sum</b>			<b><i>to be added</i></b>

\* T0

- the date of signature by both parties

## **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 number of the Contract. Ordinary mail shall be deemed to have been received by the ITER Organization on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

### **a) ITER Organization:**

- i. IO Contract Responsible Officer (IO-RO) / Technical Content  
ITER Organization  
Mr/Mrs/Ms [complete]  
[Function]  
Route de Vinon sur Verdon, CS 90 046,13067 Saint Paul Lez Durance, France  
Email :  
Tel :
- ii. Contractual Content  
ITER Organization  
Mr. Ismail NBOU  
Procurement and Contracts Division  
Route de Vinon sur Verdon, CS 90 046, 13067 Saint Paul Lez Durance, France  
Email: [ismail.nbou@iter.org](mailto:ismail.nbou@iter.org)  
Tel: +33 4 42 17 62 81
- iii. Invoicing  
ITER Organization  
Finance and Budget Division  
Route de Vinon sur Verdon, CS 90 046, 13067, Saint Paul Lez Durance, France  
Email : [accounting@iter.org](mailto:accounting@iter.org)

### **b) Contractor:**

- i. Contractor Responsible Officer (C-RO) / Technical Content  
Mr/Mrs/Ms [complete]  
[Function]  
[Company name]  
[Official address in full]  
Email :  
Tel :
- ii. Commercial Content  
Mr/Mrs/Ms [complete]  
[Function]  
[Company name]  
[Official address in full]

Email :

Tel :

iii. Financial Content

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 parties.

### **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.9.1 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.10 – OTHER SPECIAL CONDITIONS - CHANGES TO ITER GENERAL CONDITIONS FOR SERVICE CONTRACTS (2014). Except as specifically modified below, all other terms, conditions and provisions of the articles remain unchanged.**

I.10.1 Article 2. Law and language of the Contract

Article 2.1 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.

Article 2.2 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.

Article 2.3 The language used shall be English.

I.10.2 Article 7. Performance guarantee

Article 7. Performance guarantee is not applicable to the present Contract.

**SIGNATURES**

For the Contractor,

[*Company name/forename/surname/function*]

For the ITER Organization,

Name

Function

signature: \_\_\_\_\_

signature: \_\_\_\_\_

Done at

Done at St. Paul Lez Durance,

Date

Date

In duplicate in English.

Original : ITER Procurement and Contracts Division.