

ANNEX [F] – TERMS OF REFERENCE ON MEDIATION**Article 1**

At any time, the Parties may agree to submit the Dispute to Mediation in accordance with the rules set out in the Contract as complemented by these Terms of Reference on Mediation.

Article 2

2.1. Before the initiation of the Mediation, the Parties select the Mediation Centre and conclude an agreement in accordance with article 5 of these Terms of Reference.

2.2. To initiate the Mediation, the Contractor must send a notice to the Mediation Centre and a copy of it to Fusion for Energy. The Parties may agree to have recourse to any of the services provided by the Mediation Centre.

2.3. The Parties must agree on the content of the notice prior to its dispatch to the Mediation Centre. In the absence of agreement, the Mediation is considered to have failed.

2.4. Fusion for Energy must communicate its acceptance of the Mediation to the Mediation Centre and to the Contractor within 10 (ten) working days of the receipt of the notice to the Mediation Centre or within a shorter period if so required by the applicable rules of the Mediation Centre. In case of refusal, Mediation is considered to have failed.

Article 3

3.1. The Parties agree to request the Mediation Centre to propose a list of at least three independent Mediators taking into account the specificities of the Dispute.

3.2. The Parties will select the Mediator within this list.

3.3. In case of failure to agree on the choice of a Mediator, the Parties will communicate the reasons thereof to the Mediation Centre. In that case, the Parties may decide to jointly request the appointment of the Mediator by the Mediation Centre or any Party may declare the Mediation to have failed.

Article 4

4.1. The Mediation shall be governed by the rules of the Mediation Centre supplemented, if necessary, by a Mediation Agreement signed by the Parties and the Mediator.

4.2. The Mediation shall be conducted in English and all documents will be translated in English, unless otherwise agreed by the Parties.

4.3 The applicable law to the Mediation shall be the applicable law of the Contract.

4.3. Unless otherwise agreed, the Parties will share all the costs of Mediation on an equal basis.

4.4. The entire costs of the Mediation shall be invoiced to and initially paid by the Contractor. Fusion for Energy shall reimburse its share of the costs to the Contractor at the conclusion of the Mediation or after the Mediation is terminated or declared to have failed regardless of the reasons underlying it.

4.5. At any time, either Party may decide to terminate the Mediation by sending a notification to the other Party and the Mediation Centre.

Article 5

5.1. The Mediation Centre will be selected by means of an agreement of the Parties. In this agreement, to be executed as an amendment to the Contract, the Parties shall agree on a ceiling price related to the maximum costs of the Mediation, including the payment modalities of Fusion for Energy's share of the costs pursuant to Article 4.4 of these Terms of Reference, and any other elements they may find appropriate having regard the specificities of the chosen Mediation Centre.

5.2. The Mediation Centre must be an accredited dispute resolution centre located in the territory of a Member State of Fusion for Energy.

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