

(DRAFT) SERVICE CONTRACT

CONTRACT NUMBER – [ITER/CT/yy/43...xxxx]

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],

of the 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,]

of the other part,

HAVE AGREED

the **Special Conditions** and the following Annexes

Annex I – ITER Organization Service Contract General Conditions (version 2009)

Annex II – Technical Specification (Call for Tender No [complete] of [complete]),

Annex III – Contractor's Tender (No [complete] of [complete])

Annex IV – Working conditions on the ITER Organization site

link [ITER_D_2EQ9JM - Working conditions on the ITER Organization site](#) <https://user.iter.org/?uid=2EQ9JM>

Annex V – ITER Organization Internal Regulations concerning work on site, ITER/D/27WD2W (applicable to a Contractor working at ITER)

link [ITER_D_27WDZW - Internal Regulations](#) <https://user.iter.org/?uid=27WDZW>

Annex VI – Contractor Safety Management Instruction related to ITER requirements to ensure safe conditions for contractors and visitors working on the IO premises

link [ITER_D_3N8ZN7 - Contractor Safety Management Instruction](#)

[Annex VII – Other Annexes]

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 ITER Organization Service Contract General Conditions 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 Tender (Annex III).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the ITER Organization, subject to the rights of the Contractor under Article II.23 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is the *provision of services for XXXX*.
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Technical Specifications annexed to the Contract (Annex II).

ARTICLE I.2 - DURATION

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2.** Provision of the services may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the services shall not *exceed [N] months*. This period and all other periods specified in the Contract are calculated in calendar days. Provision of the services shall start from the date of entry into force of the Contract.

The period of provision of services may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1** The fixed lump-sum total amount to be paid 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 (*OPTION FOR DELIVERABLES*)
- I.3.1.** The maximum total amount to be paid 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. (*OPTION WHEN CONTRACT IS DAILY/MONTHLY/HOURLY (RARE)*)
- I.3.2** If at any time the Contractor considers that the services cannot be completed without exceeding that sum, he shall immediately submit to the ITER Organization a full written explanation of the reasons together with a detailed forecast of the excess. The ITER Organization shall not accept any liability for any forecast excess until a formal amendment to this Contract has been made in writing. The ITER Organization is not obligated to accept the above modification of contract price.

ARTICLE I.4 – PAYMENT FORMALITIES AND PERIOD

Payments can only be made after receipt of the document(s) specified in Article I.5 and II.4 below.

Payments shall be executed only if the Contractor has fulfilled his contractual obligations by the date on which the invoice is submitted.

Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

The payment period is 30 days after receipt of a correctly rendered invoice and all necessary supporting documents. If a (technical) report is a further condition for payment, the 30 days period starts after the ITER Organization has:

- (i) approved the (technical) report and
- (ii) received a correctly rendered invoice.

Payment schedule (normally together with delivery schedule) is the following:

...

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in the Contract's currency, identified by a duly filled in 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 ITER Organization is in possession of this document.

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. 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:

ITER Organization:

Technical Content

ITER Organization

Name of Contract Manager

Route de Vinon sur Verdon,

13115 Saint Paul Lez Durance, France

Contractual Content

ITER Organization

Name of Contract Administrator

Procurement and Contract Division

Route de Vinon sur Verdon,

13115 Saint Paul Lez Durance, France

Invoicing
 ITER Organization
 Finance and Budget Division
 Route de Vinon sur Verdon, 13115 Saint Paul Lez Durance, France

Contractor:

Mr/Mrs/Ms [complete]

[Function]

[Company name]

[Official address in full]

ARTICLE I.7 – 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.8 – SAFETY AND SITE ACCESS

- I.8.1 The Contractor 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 Working conditions on the ITER Organization site (see Annex IV), the ITER Organization Internal Regulations concerning Work, Health, Safety and Security for persons undertaking activities at the ITER site (see Annex V).
- I.8.2 The Contractor shall adhere to the site access procedure when entering the ITER Organization's site. The ITER Organization shall provide the Contractor with any necessary information and documentation for site access.

I.8.3

ITER Organization will be closed on the following dates in 2014

<i>Months</i>	<i>ITER site closed dates</i>
January	1, 2,3
April	21
May	1, 2, 8, 29
June	9
July	14
August	11, 12, 13, 14, 15
November	1, 11
December	24, 25, 26, 29, 31

SIGNATURES

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

For the ITER Organization,
[name in full, function, department],

signature[s]: _____

signature[s]: _____

Done at [], [date]

Done at St. Paul Lez Durance, [date]

In duplicate in English.