# ELECTRICAL SERVICE CONTRACT

For

# “Electrical Services and Magnetic Diagnostics Preparation and Installation”

CONTRACT NUMBER – IO/21/CT/SAP number

The ABC International Fusion Energy Organization, hereinafter referred to as "the ABC Organization", represented by the Director-General, who is represented for the purposes of the signature of this Contract by *name in full and function*

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,

hereinafter referred to individually as the “Party” or collectively as the “Parties”

HAVE AGREED

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

**Annex I** General Conditions for ABC Organization Service Contracts (“the General Conditions”) ref ABC\_D\_4EBUPM v 2.2 dated 12 December 2014

**Annex II** Technical Specifications ref. ABC\_D\_ 5HE8NW v1.2 dated 14 June 2021 (Call For Expertise ref IO/21/CFE/10021520/CPT)

**Annex III** Contractor's Offer (No [*complete*] of [*complete*])

**Annex IV** ABC Organization Internal Regulations concerning work on site (applicable to a Contractor working at ABC)

link [http://www.ABC.org/org/team/adm/proc/generalinfo](http://www.iter.org/org/team/adm/proc/generalinfo)

**Annex V** Contractor Safety Management Procedure related to ABC link [http://www.ABC.org/org/team/adm/proc/generalinfo](http://www.iter.org/org/team/adm/proc/generalinfo)

**Annex VI** Declaration of Background Intellectual Property (BIP)

**Annex VII** Template for Declaration of Generated Intellectual Property (GIP)

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 ABC Organization, subject to the rights of the Contractor under Article 33 of the Annex I should the Contractor dispute such instruction.

## I – SPECIAL CONDITIONS

**ARTICLE I.1 - SUBJECT**

* + 1. The subject of the Contract is the provision of technical support in the ABC Diagnostics Division, with particular reference to design development and construction preparation.
		2. The Contractor shall execute the services 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

* + 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.
		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 ABC Organization or written amendment. This extension shall not be considered as a waiver of liquidated damages unless so specifically mentioned in the extension.

* + 1. 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 fixed lump-sum total amount to be paid by the ABC Organization under the Contract shall be EUR [amount in figures and in words] excluding VAT, covering all services provided. The ABC Organization shall not accept liability for any expenditure beyond the aforementioned maximum amount.

## ARTICLE I.5 – PAYMENT FORMALITIES AND PERIOD

* + 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 ABC 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

ABC Organization is a condition for payment, the 30 days due date starts after the ABC Organization has:

* + - 1. accepted the deliverable(s) and
			2. received an original correctly rendered invoice.
		1. The payment and delivery schedule is the following:

|  |  |  |  |
| --- | --- | --- | --- |
| D# | Deliverables as described in the Technical Specifications (ABC\_D\_ 5HE8NW v1.2) | Deliverable due date | Payment amount in EUR |
| D1 | Summary report of preparation for steady-state sensors installation | T0\* + 2months | *to be added* |
| D2 | Summary report of 55.NE.V0 feedthroughs manufacturing activities | T0+ 4months | *to be added* |
| D3 | Summary report of EWP and PLM Handover Packages | T0+ 6months | *to be added* |
| D4 | Requirements Validation and Verification package | T0+ 8months | *to be added* |
| D5 | Summary report of 55.NE.C0 Cryostat feedthroughs Final Design support | T0+ 10months | *to be added* |
| D6 | Summary report of steady-state sensors delivery and installation | T0+ 12months | *to be added* |
|  | **Total (EUR)** |  | *to be added* |

*\*T0: Kick off Meeting date, to take place within a month after the signature of the contract by both parties*

* + 1. For final payment

The final Payment of the Contract shall be made following reception of the following:

* Invoice(s);
* Provision of a certification issued by the Contractor and validated by the TRO of satisfactory delivery of all deliverables within the delivery dates, 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.

* + 1. The payment schedule is the following:

|  |  |  |  |
| --- | --- | --- | --- |
| M# | Details | Due date | Amount in EUR |
| M1 | Successful completion of D1 | T0\*+ 3 months | *to be added* |
| M2 | Successful completion of D2 | T0+ 5 months | *to be added* |
| M3 | Successful completion of D3 | T0+ 7 months | *to be added* |
| M4 | Successful completion of D4 | T0+ 9 months | *to be added* |
| M5 | Successful completion of D5 | T0+ 11 months | *to be added* |
| M6 | Successful completion of D6 | T0 + 13 months | *to be added* |
| ***Total*** | ***to be added*** |

*\* T0: Kick off Meeting date, to take place within a month after the signature of the contract 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 ABC Organization in a timely manner.

It is the Contractor’s obligation to return this form to the ABC Organization in a timely manner. No payments can be made until the ABC 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 ABC Organization on the date on which it is registered by the responsible Department indicated below.

Communications shall be sent to the following addresses:

## ABC Organization:

* 1. Technical Content ABC Organization

*Name of Responsible Officer*

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

Tel :

* 1. Contractual Content ABC Organization Lijun LIU

Procurement and Contracts Division, ESOC Section

Route de Vinon sur Verdon, CS 90 046, 13067 Saint Paul Lez Durance, France Email : lijun.liu@ABC.org

Tel : +33 4 42 17 31 71

* 1. Financial

ABC Organization

Finance and Budget Division / ATS

Route de Vinon sur Verdon, CS 90 046, 13067, Saint Paul Lez Durance, France Email : accounting@ABC.org

## Contractor:

* 1. Technical Content Mr/Mrs/Ms [complete] **[**Function**]**

**[***Company name***] [**Official address in full**]** Email :

Tel :

* 1. Contractual Content Mr/Mrs/Ms [complete] **[**Function**]**

**[***Company name***] [**Official address in full**]** Email :

Tel :

* 1. 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 ABC Organization, its staff, experts and the representatives of the ABC Members.

## ARTICLE I.9 – SAFETY AND SITE ACCESS

* + 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 ABC Organization Internal Regulations concerning Work, Health, Safety and Security for persons undertaking activities on the ABC Site (see Annex IV), the Contractor Safety Management Procedure related to ABC (see Annex V).
		2. The Contractor shall adhere to the site access procedure when entering the ABC Site. The ABC Organization shall provide the Contractor with any necessary information and documentation for site access.

## ARTICLE I.10 – OTHER SPECIAL CONDITIONS

The provisions below are related to the articles of the General Conditions below referred.

**Article 2**: Law and language of the Contract

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

* 1. “The IO is governed by its constitutive agreements, the Agreement on the Establishment of the ABC International Fusion Energy Organization for the Joint Implementation of the ABC Project and the Agreement on the Privileges and Immunities of the ABC Organization both signed on 21 November 2006.
	2. Without prejudice to the ABC Organization’s status, the Contract shall be governed in accordance with their true meaning and effect.

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

* + 1. 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
		2. when specific provisions of French law are of overriding mandatory effect.”

**Article 8**: Approval of Contractor’s documents

8.2 The period of time in which to approve the report is 20 calendar days.

**SIGNATURES**

|  |  |
| --- | --- |
| For the Contractor,*Name/Function*Signature[s]:  | For the ABC Organization,*Name/Function*Signature[s]:  |
| Done at , | Done at St. Paul Lez Durance , [date] |

In duplicate in English.