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| EXTERNAL REFERENCE  |

**Main PA**

**5.5.P4.US.01 Main**

5.5.P4.US.01 Diagnostics PA containing 55.US.C5.TIP, 55.US.F1.ECE & 55.US.Q9 Eq Port Plug 09

| <i>Approval Process</i>                             |   |                                     |                                 |
|---|---|-------------------------------------|---------------------------------|
|   | <i>Name</i>   | <i>Action</i>                       | <i>Affiliation</i>              |
| <i>Author</i>                                       | <b>Minihane M.</b>  | <b>22-Nov-2012:signed</b>           | <b>IO/DG/ADM/GEA/PCD/CTS</b>    |
| <i>CoAuthor</i>                                     |   |                                     |                                 |
| <i>Reviewers</i>                                    | <b>Shirao T.</b>  | <b>26-Nov-2012:recommended</b>      | <b>IO/DG/ODG</b>                |
| <i>Previous Versions</i>                            | <b>Alejaldre C.</b>   | <b>28-Oct-2012:recommended v1.0</b> | <b>IO/DG/SQS</b>                |
| <i>Reviews</i>                                      | <b>Bora D.</b>  | <b>26-Oct-2012:recommended v1.0</b> | <b>IO/DG/DIP/CHD</b>            |
|   | <b>Dapena-Febrer M.</b>   | <b>28-Oct-2012:reviewed v1.0</b>    | <b>IO/DG/SQS/SDI</b>            |
|   | <b>Flament F.</b>   | <b>26-Oct-2012:recommended v1.0</b> | <b>IO/DG/ADM/GEA/PCD</b>        |
|   | <b>Hawryluk R.</b>  | <b>26-Oct-2012:recommended v1.0</b> | <b>IO/DG/ADM</b>                |
|   | <b>Heidl H.</b>   | <b>29-Oct-2012:recommended v1.0</b> | <b>IO/DG/DIP/CIE/DO/DCC</b>     |
|   | <b>Iwata Y.</b>   | <b>28-Oct-2012:recommended v1.0</b> | <b>IO/DG/DIP/CIE/DO/PDS</b>     |
|   | <b>Jin J.</b>   | <b>26-Oct-2012:recommended v1.0</b> | <b>IO/DG/ADM/GEA</b>            |
|   | <b>Kobayashi M.</b>   | <b>29-Oct-2012:recommended v1.0</b> | <b>IO/DG/DIP/CIE/PCO</b>        |
|   | <b>Levesy B.</b>  | <b>26-Oct-2012:recommended v1.0</b> | <b>IO/DG/DIP/CIE/TI/DIN</b>     |
|   | <b>Udintsev V.</b>  | <b>26-Oct-2012:recommended v1.0</b> | <b>IO/DG/DIP/CHD/DIAG/DIAGE</b> |
|   | <b>Walsh M.</b>   | <b>26-Oct-2012:recommended v1.0</b> | <b>IO/DG/DIP/CHD/DIAG</b>       |
|   | <b>Ye C.</b>  | <b>26-Oct-2012:recommended v1.0</b> | <b>IO/DG/SQS/QA</b>             |
| <i>Approver</i>                                     | <b>Motojima O.</b>  | <b>30-Nov-2012:approved</b>         | <b>IO/DG</b>                    |
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| <i>RO: Robinson Mark</i>                            |   |                                     |                                 |
| <i>Read Access</i>                                  | <b>RO, project administrator, GG: In-kind Management Administration, LG: PA contributors, LG: US Agreement, LG: DA-US-DIAGN, LG: Contract Scheduler, GG: FAB (Financial Audit Board), AD: Only-staff, AD: DA-US, AD: DA</b> |                                     |                                 |

*Change Log*

| <i>Title (Uid)</i>                 | <i>Version</i> | <i>Latest Status</i> | <i>Issue Date</i> | <i>Description of Change</i>   |
|------------------------------------|----------------|----------------------|-------------------|--|
| 5.5.P4.US.01 Main<br>(ACV3QJ_v1_2) | v1.2           | Approved             | 22 Nov<br>2012    | minor alteration as per DG request (change of signing location)                  |
| 5.5.P4.US.01 Main<br>(ACV3QJ_v1_1) | v1.1           | Signed               | 22 Nov<br>2012    | Cosmetic amendment relating to Article 1.2, deletion of incorrect footnote text. |
| 5.5.P4.US.01 Main<br>(ACV3QJ_v1_0) | v1.0           | Approved             | 26 Oct<br>2012    | 1st Draft of US Diagnostics PA #4 containing Annex B's for TIP, ECE and EP#9     |
| 5.5.P4.US.01 Main<br>(ACV3QJ_v0_0) | v0.0           | In Work              | 07 Aug<br>2012    |  |

**55.C5 Toroidal Interferometer/Polarimeter  
Diagnostic Equipment  
55F1.0A & 55F1.0D Electron Cyclotron  
Emission (ECE) Diagnostic Front End and  
Receiver  
&  
Equatorial Port Plug 09**

**Procurement Arrangement**

**5.5.P4.US.01**

**between**

**The ITER International Fusion Energy Organization**

**and**

**The United States of America ITER Project Office**

The ITER International Fusion Energy Organization (hereinafter referred to as the "IO"), represented by the Director-General

On the one part, and

The United States of America ITER Project Office (hereinafter referred to as US ITER) acting as the United States Domestic Agency (hereinafter referred to as the "DA"), and represented by its Project Manager,

On the other part,

Hereinafter jointly referred to as the "Parties"

HAVING REGARD to the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (hereinafter referred to as the "ITER Agreement"),

HAVING REGARD to the "Joint Declaration by the Representatives of the Parties to the ITER Negotiations on the occasion of the Ministerial Meeting for ITER in Brussels on 24 May 2006 – Implementation" and to the Common Understandings referred to therein,

HAVING REGARD to the ITER Project Resource Management Regulations,

HAVING REGARD to the "Guidelines for the Management of Procurements In Kind",

HAVING REGARD to the ITER Quality Program and the approved DA "QA Programme".

HAVE AGREED to the following:

## SPECIAL CONDITIONS

### Article I.1 Subject

The subjects of this Procurement Arrangement (hereinafter referred to as the "PA") is the design, manufacture and supply of

- I.1.1 **Toroidal Interferometer/Polarimeter**  
(Hereinafter referred to as the "TIP") as defined in Procurement Package 55.C5 and as further specified in Annex B1.

**Electron Cyclotron Emission Diagnostic Front End and Receiver**  
(Hereinafter referred to as the "ECE") as defined in Procurement Package 55.F1.0A and as further specified in Annex B2.

**Equatorial Port number 9**  
(Hereinafter referred to as EP#9) as specified in Annex B3.

The Integration Engineering of three Diagnostics Systems;  
The design and manufacture of Port assemblies consisting of Port Plug assembly, Interspace assembly and Port Cell assembly and associated In-Port services and tooling, testing and supply;

- I.1.2 For each subject covered in an Annex B of this PA, the requirements are summarised as follows:

#### **TIP**

- Retroreflectors.
- In-port plug elements of transmission system.
- Enclosed laser relay system.
- Secondary window assemblies.
- Laser systems in Diagnostic Hall.
- Laser table optics in Diagnostics hall.
- Reference laser paths.
- Detection system.
- Internal cabling.
- Data acquisition system (hardware & software).
- Analysis and system control software.
- Enclosure for the back-end optical system.
- Diagnostic local control cubicle with contents.
- Tools for testing of installed equipment.
- Spares for critical components

#### **ECE**

- In-port plug elements of the quasi-optical transmission lines with supports.
- Hot source assemblies with supports and alignment features.
- Compliant gas seal between the port plug and the splitter box
- Primary confinement assemblies.
- Instruments with electronics for X-mode radiometer.
- Specialised signal processing electronics.

- ECH protection system.
- Analysis and system control software.
- Diagnostic local control cubicle with contents.
- Tools for testing of installed equipment.
- In-port plug Transmission installation manual.
- Electronics and analysis hardware operation manual.
- System operational manuals.
- Spares for critical components.
- Other spares.

As detailed in Table 2 of section 2.1.1 of Annex B2

### **Ep#9**

- Integration of The Equatorial Port Visible/ IR Wide Angle Viewing System (UPWAV) (PBS no. 55.G1) being provided by the EU-DA through a separate Annex B
- Integration of the Electron Cyclotron Emission (ECE) diagnostic (PBS no. 55.F1) being provided by the US-DA through a separate Annex B being part of this PA
- Integration of the Toroidal Interferometer/Polarimeter (TIP) diagnostic (PBS no. 55.C5) being provided by the US-DA through a separate Annex B being part of this PA
- Provision of the Port Plug Structure
- Design of diagnostic apertures in the DFW
- Design and provision of the 3 DSMs
- Design and provision of the ISS
- Design and provision of the PCSS
- Design and provision of electrical services for DSMs and common use with diagnostics
- Design of the Bioshield Plug Central as described in Section 4.1.4 of Annex B3.
- Design and provision of in-port services including: a) in-port coolant manifold and piping (up to the distribution box), b) provision of connectors for interspace and guard vacuum monitoring and, c) In-Port electrical looms and empty cubicle, and d) In-Port liquid & gas distribution.
- Commissioning and Maintenance tools.
- Spares for Critical Components.

The Items that are subject to this PA are categorized as

QC class 1, 2 and 3 including SIC and non-SIC Items, as further specified in Table 12, section 5.1 of Annex B1, Table 14, section 5.1 of Annex B2 and Table 11, section 5.1 of Annex B3.

- I.1.3 Any references related to other Domestic Agencies in this PA are provided for information purposes only.

I.1.4 Commissioning of Items:**TIP**

It is agreed that commissioning will be undertaken by the U.S. subject to the letter of agreement (ITER\_D\_4HCXYP v1.0)

It is understood that this undertaking will also include an amount of commissioning with plasma not exceeding 3 man-years, and that neither commissioning activity incurs an extra cost to the IO.

**ECE**

It is agreed that commissioning will be undertaken by the U.S. subject to the letter of agreement (ITER\_D\_4HCXYP v1.0)

It is understood that this undertaking will also include an amount of commissioning with plasma not exceeding 3 man-years, and that neither commissioning activity incurs an extra cost to the IO.

**Ep#9**

It is agreed that commissioning will be undertaken by the U.S. subject to the letter of agreement (ITER\_D\_4HCXYP v1.0)

It is further agreed between IO, US-DA and US DOE that all mention of Commissioning found within this PA is subject to the aforementioned letter of agreement (ITER\_D\_4HCXYP v1.0).

I.1.5 Some Items contained within this Amendment may be subject to the requirements of the Pressure Equipment Directive (PED), see sections 4.4.1 and 4.4.2 of Annex B1, sections 5.2 and 5.3.1 of Annex B2 and sections 5.2 and 5.3.1 of Annex B3.

I.1.6 The ESPN is applicable for some of the Items contained within this Amendment see section 4.4.2.1, Annex B1, section 5.3.1, Annex B2 and section 5.3.1 of section B3. Applicability for further Items within (the DAs) work scope shall be specified in the respective amendments. The DA commits to work according to the applicable rules and regulations of the French Nuclear Law throughout the execution of this PA

**Article I.2 Value of the Items**

I.2.1 The total value of the Items to be provided by the DA under this PA is **4.45539**<sup>\*1</sup> kIUA.

**1.72304**\* kIUA for the TIP (Annex B1)

**1.4432**\* kIUA for the ECE (Annex B2)

**1.28915** kIUA for EP#9 (Annex B3)

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<sup>1</sup> \* Included in this PA are items subject to deferrals (TIP & ECE sub-items), meaning considered as delayed until the date as mentioned in the DWS and PCR450, which amount to a value of 0.7kIUA.

**Article I.3 Credit Allocation**

- I.3.1 The IO shall allocate credit to the DA in accordance with the Credit Allocation Scheme (hereinafter referred to as the "CAS") as detailed in Attachment 1, Attachment 2 and Attachment 3 by means of Credit Notes.
- I.3.2 Requests for credit allocation by the DA to the IO shall be admissible if accompanied by:
- the relevant completed "credit request form" (Ref: "PA template Annex C Credit Request Form"; ITER\_D\_28B3TX v1.0),
  - evidence of achievement of milestone/deliverable in accordance with the scheme laid down in Attachments 1, 2 and 3 and requirements listed in Section 3 of the Annex B's.
- I.3.3 The IO shall, within 45 (forty-five) calendar days of receipt of the request for credit allocation, inform the DA in writing of its approval or disapproval of the request. Failure to respond within 45 calendar days shall be deemed an approval. In case of approval, the IO shall issue the corresponding Credit Note. In case of disapproval, the IO shall provide a justification to the DA. The DA shall, within 30 (thirty) calendar days of receipt of the disapproval, submit a recovery plan in agreement with the IO. The same procedure applies until approval is granted.

**Article I.4 Transport and Delivery of the Items**

- I.4.1. The Items shall be delivered to the ITER Site.
- I.4.2. The DA shall be responsible for delivering the Items DAP (INCOTERMS 2010) to the ITER Site, and it is encouraged to take an appropriate insurance against risk of loss or damage to the Items during the transport. The DA shall have the option for transporting the Items under the Global Transportation, Logistics and Insurance Services Framework Contract in accordance with the MoU.
- I.4.3 Transportation service of the Items from the Port Autonome de Marseille or in case of air transport from the airport Marignane to the ITER Site shall be provided by the Host Party at its expense in accordance with Article 4 of the Annex on Site Support to the ITER Agreement. The IO shall coordinate the arrangement for the detailed transportation scheme between the Parties and the Host Party.
- I.4.4 The DA shall be responsible for clearly labelling the Items and providing official documentation that export is on behalf of the IO and for its official activities.
- I.4.5. The DA shall ensure that the Items to be delivered are safely and properly packaged and handled during transport and fulfil the specific requirements detailed in section 5.1 of Annex B1, section 7 of Annex B2 and section 7 of Annex B3.



- I.4.6. The DA shall ensure that any export licence or authorization is obtained, if applicable, and shall carry out all applicable customs formalities necessary for the export of the Items for their transit through any country.
- I.4.7. The IO shall ensure that any import licence or authorization is obtained and shall carry out all applicable customs formalities necessary for the import of the Items in compliance with Articles 5 and 6 of the Agreement on the Privileges and Immunities of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project.
- I.4.8. Should the IO make a duly justified request to postpone the delivery of the whole or part of the Items at least 60 (sixty) calendar days prior to the stipulated date of delivery, the DA shall be responsible for providing storage, protection and maintenance for the Items free of charge, for a period of 60 (sixty) calendar days from the stipulated date of delivery inclusive. The IO shall provide the DA direction on future storage, protection or maintenance requirements no later than the 40th calendar day of the free-of-charge period of 60 (sixty) calendar days. If the period exceeds 60 (sixty) calendar days, the DA shall continue to provide storage, protection and maintenance. It is understood that an agreement between the IO and the DA will be reached concerning the reimbursement of actual duly documented and justified costs incurred by the DA during the period of time in excess of the aforementioned 60 (sixty) calendar days.
- I.4.9. Should the DA make a duly justified request to speed up the delivery of the whole or part of the Items; the DA and the IO will assess any consequences of this action and an agreement will be reached related to any consequent storage costs.
- I.4.10. The DA shall be aware that a Working Group on Export Control, Peaceful Uses and Non-Proliferation (ECWG) was set up to develop recommendations and policies for the ITER Council on Export Control requirements arising from needed transfer of equipment and technology among DAs and with the IO. The DA shall make sure that any provision arising from this Working Group and approved by the ITER Council will be applied in the execution of this PA

#### **Article I.5 Transfer of Responsibilities / Change of ownership**

- I.5.1 The DA shall bear the risk of loss or damages to the Items pursuant to this PA up to their delivery in accordance with Articles I.4.1. The IO shall assume such responsibility and ownership upon delivery of the Items to the ITER Site, after the preliminary acceptance, as set out in section 6 of Annex B1, B2 and B3.
- I.5.2 The transfer of ownership to the IO shall not relieve the DA of its obligations under this PA in case of non-conformities of the Items for the whole period starting from delivery throughout the final acceptance and the warranty as set out in Article I.6.
- I.5.3 After delivery of the shipment to the IO site, an inspection shall be carried out in conformance with sections 6.1.2, 6.3 and 6.4 of Annex B1, section 6.1.3 and 7.5 of Annex B2 and section 6.1.3 and 7.5 of Annex B3. Subsequent to

this, and as indicated in fig.15 of Annex B1, fig. 12 of Annex B2 and fig 13 of Annex B3, further acceptance tests will be carried out at the Port plug Integrator site in conformance with section 6.3 of Annex B1, section 6.1 of Annex B2 and section 6.1 of Annex B3 and at the Port Plug Test Facilities in conformance with Section 6.4 of Annex B1 culminating in an Acceptance Test at IO site which shall be carried out as described in section 6.5 of Annex B1 by IO with technical assistance of the DA.

- I.5.4 After the Acceptance Test as described in 6.5 of Annex B1 and 6.1.3 of Annex B3, the Installation of the Fully Integrated Port Plug assembly, the Interspace Structure, the Port Cell Structure and the tenant systems shall take place, Installation of these items is the responsibility of IO, however, the DA shall provide technical assistance during the time of installation until installation is finalised in accordance with agreement (ITER\_D\_4HCXYP) and in conformance with Section 6.1.2 of the Annex B1 and Section 6.3 of Annex B2.
- I.5.5 After the installation, the Commissioning shall be carried out in accordance with agreement (ITER\_D\_4HCXYP v1.0) and in conformance with Section 8 of Annex B1 and Section 6.1 of Annex B2 and Section 8 of Annex B3.
- I.5.6 In order to verify successful commissioning of the TIP, ECE and the structures as carried out in accordance with agreement (ITER\_D\_4HCXYP v1.0), a series of tests comprising (not exhaustive) of the optical performance, electrical connectivity test, the vacuum leakage test and the diagnostic acquisition test, as further specified in section 6 of Annex B1, of the services connectivity test and I&C acquisition test as further specified in section 6.1.3 of Annex B2 and in section 6.3.1 of Annex B3 shall be carried out by IO with technical assistance of the DA. Passing these test shall mean that the Items are “ready for operation”; however a technical obligation for the Items as described in I.6 shall remain.

#### **Article I.6 Warranty / Technical Obligation after PA completion**

- I.6.1 The DA shall be responsible to repair and/or replacement of any of the Items which, after successful preliminary acceptance testing at the ITER site are found to be defective up to first plasma or up to two years whichever is earlier. Such responsibility applies in case of latent defects.
- I.6.2 In order to enforce the obligation as set out in I.6.1 the IO shall provide reasonable evidence that failure was caused by a manufacturing fault and was not due to a defect introduced during storage, assembly or installation.
- I.6.3 All technical assistance as described above shall include the availability of technical experts as well as repair and replacement of the Item as required by IO and shall be made available to IO free of charge.

#### **Article I.7 General Administrative Provisions**

- I.7.1 The Parties designate the following Technical Responsible Officers (hereinafter referred to as the “TRO”) who shall be the only official contacts for all communications under this PA, unless otherwise stated herein:

| Name                                | Department | Telephone No.     | Email  |
|-------------------------------------|------------|-------------------|--|
| IO TRO for TIP<br>Christopher Watts | CHD        | +33 4 42 17 84 89 | <a href="mailto:christopher.watts@iter.org">christopher.watts@iter.org</a> |
| IO TRO for ECE<br>Victor Udintsev   | CHD        | +33 4 42 17 84 07 | <a href="mailto:victor.udintsev@iter.org">victor.udintsev@iter.org</a>     |
| IO TRO for EP#9<br>Victor Udintsev  | CHD        | +33 4 42 17 84 07 | <a href="mailto:victor.udintsev@iter.org">victor.udintsev@iter.org</a>     |
| DA TRO for TIP<br>David Johnson     | USIPO      | +1609 243 3152    | <a href="mailto:djohnson@ppl.gov">djohnson@ppl.gov</a>                     |
| DA TRO for ECE<br>David Johnson     | USIPO      | +1609 243 3152    | <a href="mailto:djohnson@ppl.gov">djohnson@ppl.gov</a>                     |
| DA TRO for EP#9<br>David Johnson    | USIPO      | +1609 243 3152    | <a href="mailto:djohnson@ppl.gov">djohnson@ppl.gov</a>                     |

I.7.2 The Parties designate the following responsible officers (hereinafter referred to as the “RO”), who provide support to the TRO in achieving successful fulfilment of the requirements in key areas of this PA, such as Procurement, Quality Assurance (hereinafter referred to as “QA”) and Planning and Scheduling:

|                  |  |  |  |  |
|------------------|--|--|--|--|
| <i>Position:</i> | <i>IO PA RO</i>  | <i>IO QA RO</i>  | <i>IO Planning RO</i>  | <i>IO Safety RO</i>  |
| Name:            | Daniela Puttmann   | Ye Ce  | Masanori Kobayashi   | Miguel Dapena-Febrer   |
| Tel:             | +33 4 42 25 33 51  | +33 4 42 17 68 25  | +33 4 42 17 87 46  | +33 4 42 17 68 18  |
| Email:           | <a href="mailto:Daniela.puttmann@iter.org">Daniela.puttmann@iter.org</a> | <a href="mailto:Ce.Ye@iter.org">Ce.Ye@iter.org</a>         | <a href="mailto:masanori.kobayashi@iter.org">masanori.kobayashi@iter.org</a> | <a href="mailto:miguel.dapena@iter.org">miguel.dapena@iter.org</a> |
| <i>Position:</i> | <i>DA PA RO</i>  | <i>DA QA RO</i>  | <i>DA Planning RO</i>  | <i>DA Safety RO</i>  |
| Name:            | Ray Johnson  | Judith Malsbury  | Mark Pratt   | N/A  |
| Tel:             | 865-556-1994   | 609-243-2415   | 865-574-4876   |  |
| Email:           | <a href="mailto:johnsonrjr@ornl.gov">johnsonrjr@ornl.gov</a>             | <a href="mailto:jmalsbury@pppl.gov">jmalsbury@pppl.gov</a> | <a href="mailto:prattme@ornl.gov">prattme@ornl.gov</a>                       |  |

I.7.3. Any official communication relating to this PA or to its implementation shall bear the PA references.

I.7.4. A revision of the designation of officers shall be done by a letter signed by an authorized representative of one of the Parties to the other.

I.7.5. Credit requests are to be submitted directly to the IO PA RO in accordance with the scheme laid out in Article I.3.

**Article I.8 Documents, Attachments, Appendices and Annexes**

- I.8.1 The versions of the ITER reference documents applicable to the PA are those defined in the PA. The use of any amendment implemented after signature of the PA is subject to written agreement between the Parties.
- I.8.2 The Attachments, Appendices and Annexes referred to in this Article shall form an integral part of this PA.
- I.8.3 Attachment 1 contains the CAS corresponding to the deliverables relating to TIP to be supplied by the DA.
- I.8.4 Attachment 2 contains the CAS corresponding to the deliverables relating to ECE to be supplied by the DA.
- I.8.5 Attachment 3 contains the CAS corresponding to the deliverables relating to UP#9 to be supplied by the DA.
- I.8.6 Annex A (Management Specification) defines the roles and responsibilities of the Parties for the management of this PA.
- I.8.7 Annex B1, B2 and B3 (Technical Specifications) defines the detailed technical scope of the Items referred to in Article I.1.1.

## GENERAL CONDITIONS

### Article II.1 Duration

- II.1.1 This PA shall enter into force on the date of signature by the Parties and it shall be completed by the issue of the last Credit Note by the IO to the DA after acceptance of the last Item to be delivered in accordance with Attachment 1. The completion of this PA shall not relieve the DA and IO from their obligations under Articles I.6, II.2 and II.4.
- II.1.2 The scope of this PA encompasses 9 phases in the case of TIP, as described in section 3 of Annex B1, 9 phases as described in section 3 of Annex B2 and 10 phases as described in section 3 of Annex B3. Implementation of the PA shall start from the date of its entry into force. Delivery due dates, as reflected in the baselined PA milestones (coded with IOMASTER-PABL)., shall be subject to revision in accordance with any agreed IPS updates in the course of the execution of the PA.
- II.1.3 The DA and the IO commit themselves to continue the well-established collaboration in order to complete the baselined PA milestones (coded with IOMASTER-PABL) in compliance with the conventions defined in the ITER P&S Manual, once the Strategic Management Plan will be approved by the ITER Council.

### Article II.2 Intellectual Property Rights

- II.2.1 Any intellectual property rights generated and/or incorporated under this PA shall be subject to the provisions of the 'Annex on Information and Intellectual Property' to the ITER Agreement.
- II.2.2 The DA shall take the necessary measures to notify the IO of any Intellectual Property generated in the course of the execution of this PA.
- II.2.3 Having due regard to Article 4.2. of the 'Annex on Information and Intellectual Property' to the ITER Agreement, the DA shall take the necessary measures to notify the IO of any Background Intellectual Property to be incorporated in the course of the execution of this PA prior to award of each contract with a supplier, distinguishing between background confidential information and other Background Intellectual Property.
- II.2.4 If the DA, after awarding a contract with its supplier under this PA, is obliged to invoke the need for other Background Intellectual Property Rights to be incorporated for the purposes of the contract, the DA shall provide evidence to the IO of the existence of these Background Intellectual Property Rights and shall explain why the existence of such Background Intellectual Property Rights could not be invoked prior award of such contract. If conclusive evidence and appropriate justification are provided by the DA, the IO shall notify the DA of its approval, within 10 (ten) calendar days of the date of its receipt, and update the list of Background Intellectual Property Rights of this contract accordingly.

**Article II.3 Termination**

II.3.1 In the event that the DA is unable to fulfil its obligations under this PA and the Parties cannot agree on a recovery plan, the IO shall be entitled, upon written notice, to terminate this PA in whole or in part. In such a case, the DA shall provide the IO with the funds to cover the costs of the procurement by the IO, including administrative and other costs associated with the transfer of the procurement responsibility.

**II.3.2 Initial reimbursement**

The funds corresponding to a mutual agreed share of the remaining balance of the value of this PA at the time of such termination (in line with the CAS) shall be transferred by the DA to the IO within 60 (sixty) calendar days of the date of a written notice of termination given by the IO to the DA, unless otherwise agreed among the Parties.

**II.3.3 Periodical payment/settlement**

The IO shall submit quarterly a statement of actual costs of the procurement together with a detailed breakdown of resources required resulting from the transfer of the procurement responsibilities, including administrative and other costs in line with the scheme to be agreed upon termination of the PA. The balance of funds shall then be reimbursed by either Party within 60 (sixty) calendar days of the submission of the statement.

**Article II.4 Liability**

Neither Party shall be liable for acts and/or defaults of the other Party and any resulting claims, losses, expenses, or damage caused or suffered to its property or to personnel in connection with this PA, except in case of gross negligence or intentional misconduct.

**Article II.5 Amendments**

The provisions of the PA including its Attachments, Appendices and Annexes may only be amended by means of supplementary arrangements signed by the Parties, in line with the IO configuration management system (IDM reference: [ITER Configuration Management Plan \(27LHHE\)](#), v1.11)

**Article II.6 Settlement of disputes**

In case of dispute, Article 25 of the ITER Agreement shall apply.

**Article II.7 Precedence**

In case of conflict, the provisions of the ITER Agreement, decisions of the ITER Council and other documents referred to in the preamble of this PA shall have precedence over this PA. Any decisions adopted by the ITER Council after the entry into force of this PA that effect the performance of this PA shall be incorporated in accordance with Article II.5 herein.

**SIGNATURES**

On behalf of the US DA,  
Ned R Sauthoff,  
Project Manager,  
United States ITER Project Office

For the IO,  
Osamu Motojima,  
Director General

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

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

Done at,

Done at St Paul lez Durance,

[date]

[date]