DG Decision

ITER Project Associates - Scheme

This document defines the Governing Conditions of the ITER Project Associate scheme, agreed between the ITER Organization and Domestic Agencies.
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| v1.1    | Approved      | 06 Jan 2016| Version 1.1 takes following changes into account:  
- reference to ITER Agreement;  
- possibility for IO to compensate IPA salary;  
- French work permit not needed;  
- clarification of IPA responsibilities;  
- possibility of part-time IPA assignment;  
- insertion of IDM references for templates. |
| v2.0    | Approved      | 04 Nov 2016| Complete review of the IPA scheme, approved by the Director-General and endorsed by the Executive Project Board on 28 October 2016 |
ITER PROJECT ASSOCIATE SCHEME

The ITER Project Associate Scheme allows staff of Members’ Institutes, Universities, Industrial Enterprises, and other relevant bodies (hereafter referred to as Home Institutes) to participate in the ITER Project. Through this scheme, Home Institute staff can contribute with their expertise to strengthen international cooperation and integration between the IO Central Team (IO-CT) and the Domestic Agencies (DA)/ ITER Members.
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1. PURPOSE

This document defines the Governing Conditions of the ITER Project Associate (IPA) scheme, agreed between the ITER Organization (IO) and Domestic Agencies (DA).

The aim of this scheme is to allow staff originating from the Member’s scientific, technological and industrial communities to participate in the design, manufacturing, construction and operation of ITER or any other functions in support of the ITER Project.

2. RATIONALE OF THE SCHEME

2.1. ITER Project Associates (IPA) are employees of a Home Institute (HI) which can be an IO Domestic Agency or other legal entity within the ITER Members.

2.2. Through this scheme, HI staff would be offered the opportunity to contribute to the ITER Project, with hands-on experience and further skills development in different technical and non-technical fields of expertise.

The technical knowledge gained would be ultimately used for the future development of fusion within the ITER Members.

2.3. The IPA will perform activities for the IO for a period of time defined by an Implementing Agreement (IA) signed between the HI and the IO. These tasks will be performed for the IO, on or off the ITER site. IPAs are assigned by the HI to carry out these tasks on a full time or part-time basis.

2.4. While the HI will nominate potentially suitable IPA candidates, the IO shall make a final decision on the suitability of their skills and experience during the signature process of the IA.

2.5. IPAs shall retain their existing employment conditions with their HI for the duration of their IO assignment. Any salary and related benefits remain the responsibility of the HI.

2.6. IPAs are not ITER staff members and, as such, are not entitled to ITER staff member benefits, nor any of the privileges and immunities enjoyed by IO staff.

2.7. The whole IPA scheme work flow and process is summarized in Attachment 1.
3. DEFINITIONS AND ABBREVIATIONS

DA: Domestic Agency
DG: Director General of the ITER Organization
EoI: Expression of Interest
HI: Home Institute
HRD: Human Resources Department
IA: Implementing Agreement
IA-RO: IO Implementing Agreement Responsible Officer (IO Division, Department or Office Head)
IO: ITER Organization
LGA: Legal Affairs
MoA: Memorandum of Agreement
MoU: Memorandum of Understanding
RCO: Deputy Director-General - Relations Coordinating Officer
TRO: IA – IO Technical Responsible Officer

4. ROLES

The RCO is responsible for the overall management of the scheme.

IO-RO is responsible for initiating the request and defining the content of an IA, liaising with the HRD on the draft terms and conditions.

DA(s) may provide assistance in the promotion of the IPA scheme and in encouraging and/or centralising applications from other HIs through their designated contact points.

IO-RO, with the support of the relevant DA if required, selects the appropriate HI and finalises the details of the IA together with the chosen HI and in coordination with HRD.

LGA is responsible for preparing and following up on the signature of MoAs / MoUs.

HRD is the main contact point for the implementation of the IPA scheme (including negotiation with the DA/HI, drafting of the IA and support to the IPA, together with the concerned Department/Office and chosen HI).

The IA shall be signed by the IO and the HI. When required, the IA shall be endorsed by the relevant ITER Member competent authority.

The TRO is responsible for the implementation of an individual IA and for the assignment of work objectives within IO.
5. **ELIGIBILITY AND IPA ASSIGNMENT DURATION**

The IPA scheme is open to any HI who has signed a MoA/MoU with the IO, defining areas of common interest.

Individual IPA assignments shall, in principle, not exceed 4 years.

In all cases, the IPA assignment shall not continue longer than either (1) termination of the MoA/MoU with the HI or (2) completion of the IA.

6. **THE IMPLEMENTATION PROCESS**

6.1. **Memorandum of Agreement (MoA) and Memorandum of Understanding (MoU)**

HIs collaborate with the IO through the signature of a MoU with public HI and MoA with private HI. However, in case the HI is a DA, the ITER Agreement shall be the basis of collaboration and no MoU is required.

LGA is contacted by the IA-RO and drafts the content of a MoA/MoU, following negotiations with HIs.

The agreed MoA/MoU is signed by the IO and the HI.

6.2. **Expression of Interest (EoI) for an IA**

The process is, in principle, initiated at the Division, Department or Office Head Level. The Department or Office will nominate a TRO and IA-RO and shall request the publication of a call for Expressions of Interest (EoI). The EoI shall be made available to all ITER Members.

The TRO and IA-RO, in consultation with HRD, will define and draft the content for the EoI including:
- the activities to be performed,
- the amount of any possible allowances for the IPA from the IO depending on his/her individual situation,
- a template to be filled in.

Interested HIs shall submit a proposal based on the IO template. This proposal shall include, with justification:
(i) Details of resources to be nominated as IPA with proposed skill sets in answer to the EoI;
(ii) Any administrative costs requested from the IO by the HI to cover the execution of the IA;
(iii) Any other relevant information required for the implementation of the IA.

TRO and IA-RO will carry out a joint evaluation of the HI proposal(s) and may request clarifications from a HI, or to elaborate further on the details of the proposal.
Following the conclusion of the selection process, a final proposal for an IA with a HI will be submitted to the DG and RCO, via HRD.

6.3. Implementing Agreement (IA)

Upon mutual agreement with the HI on requirements (scope of activity, timeframe, nominated IPA(s), financial conditions, other implementation aspects), and approval of the IO, the TRO shall verify with the Department Budget Officer the availability of relevant funds in the Department/Office budget.

HRD shall then follow the IA through to signature by both the IO and HI.

After consultation and agreement of the HI, the IO may decide to include a provision for the reimbursement of the salary and related benefits cost of the IPA to the HI. The IO may also consider the reimbursement to the HI of some administrative costs related to the IPA.

6.4. IPA Nomination and IPA Registration Form

Upon IA signature, the HRD registers the IPA Nomination(s) received from the HI (Annexed to the IA) and sends copies to the HI after registration.

Each IPA shall be asked to complete and sign, together with the HI, an IPA Registration Form, to be provided to the HRD, whereby the IPA and HI shall declare that mandatory social insurance cover for work in France has been contracted.

The IPA Registration Form will also provide other information, such as contact details and accompanying family members together with copy of passports.

IA completed and signed IPA Nomination Form allows the IPA to proceed with the VISA application, when this is required.

7. RESPONSIBILITIES

7.1. The ITER Organization (IO)

The TRO shall be responsible for:

- monitoring the execution of the IA;
- assigning work objectives in the frame of the IA;
- co-ordinating IPAs on the IO Site, integrating the work with other activities, and enabling them to carry out their duties as defined in the IA;
- co-ordinating the IPA Site access, provision of facilities, tools and hardware/ software needed to carry out work outlined in the IA;
- monitoring compliance to the work specified in the IA and ensuring appropriate quality monitoring.

The TRO, if requested, shall inform the HI regularly about the IPA performance so as to allow the HI to carry out its own employee evaluation process.
HRD shall administer the payment of any allowances directly to the IPA.

The IO shall provide on-site civil liability insurance for the IPA.

The IO shall ensure that the IPA has access to the partially subsidized ITER Commuter Bus service and canteen.

**Missions**

IPAs may travel on mission as part of their IO assignment, upon request and approval of the IA-RO and the line management. The IO shall pay related costs under the IO Mission Budget and in line with conditions detailed in the IA.

Full time IPAs are entitled to one annual mission to their HI for each year completed in the assignment to IO. This is refunded in the conditions referred to in the preceding paragraph.

**7.2. The Home Institute (HI)**

The HI is responsible for:

- ensuring that IPAs (and accompanying family members, if applicable) have the appropriate mandatory insurance cover (medical and social insurance) to work in France;
- managing IPA absences requests, with information and prior consultation, when required, of the IO;
- managing IPA administrative requests related to the quality of the IPA as employee of the HI.

The HI shall continue to pay directly all salary and social contributions and benefits (including sick leave and vacations) of the IPA.

The HI shall not publish or disclose, in writing or verbally, anything related to the activities of the IO without authorization from the IO.

**7.3. The ITER Project Associate (IPA)**

**7.3.1. General Responsibilities**

The IPA shall:

- remain employee of the HI throughout the length of the IA.
- carry out the scope of activities defined in the IA.
- participate in safety training, skills development workshops and missions required by the IO.
- use the facilities granted by the IO for work purposes only, and return all materials in good working order to the IO upon departure.
- not publish or disclose, in writing or verbally, anything related to the activities of the IO without authorization from the DG. The IPA shall observe the IO’s applicable rules, regulations and circulars, in particular the present Regulations and all texts relating to safety, security and confidentiality (IDM links: Internal Regulations ([27WDZW](#)) and Working conditions on the IO Site ([2EQ9JM](#))).
- respect the discretion, integrity, impartiality and independence required of IPA, and refrain from seeking or accepting instructions from any Government or any other authority that is external to the IO regarding the services performed. They shall remain bound to this obligation even after the conclusion of the assignment.
7.3.2 French Tax
The IPA is responsible for the payment of tax in compliance with applicable national tax legislation (including income tax and VAT). IPA(s) residing in France are subject to declaration of income to the competent French Tax Authorities.

IO will provide support, through LGA, for IPAs to adhere to the French tax obligations.

Living Adjustment allowances and Installation allowance are generally free of French tax for a period of 5 years.

8. SKILLS DEVELOPMENT

The IO offers opportunities for skills development. This shall be carried out at IO as part of the IPA assignment.

Construction workers shall undergo individual training and certification as required by French law according to the tasks they shall perform.

An IPA who has successfully completed certified training shall receive a certificate specifying the dates of their training period and the nature of their training.

If the IPA does not have the required language standards, the HI shall arrange the necessary training and certification before the start of the IPA using an IO-approved certifying body.

9. ITER SUPPORT TO IPAs

Each IPA may be provided with a Living Adjustment Allowance to consider the individual situation, up to a limit of 4000€/month.

Factors which will be considered in determining the allowance include the difference in cost of living between IO and the HI.

An Installation Allowance may be paid by the IO to the IPA.

Living Adjustment Allowances are paid regardless of any time spent on mission as part of IO duties.

If an IPA is assigned part-time, the ITER Living Adjustment Allowance is paid in proportion to the overall (i.e. average) time spent working on the IA. Part-time IPAs are not eligible to the installation allowance.

All IPAs receive reimbursement of their travel costs at the start and end the IPA assignment in accordance with conditions detailed in the IA.

The IO shall coordinate the support from Agence ITER France for relevant administrative formalities with the Host State.
The children of IPAs are eligible to apply for a place at the ITER International School.

Under certain conditions, supplementary medical insurance can be taken out once IPAs are at the IO site. This supplementary insurance is not paid or refunded by the IO.

All implementation aspects shall be included in the IA.

**10. RECORDING OF CONTRIBUTIONS AND IPA FUNDING**

The IA may consider that the IPA cost is free of charge for the IO, or alternatively, it may provide details of a cost reimbursement mechanism.

The funding of the IA may be considered as in-kind contribution from the ITER Member concerned, with a subsequent reduction of a Member’s in-cash contribution.

Additional voluntary contributions made by the ITER Members under the IPA scheme will be recorded by the IO as Full Time Equivalent Staff units (FTE) and reported on a yearly basis to the IC.

**11. WORK PERMITS**

The IPA Nomination Form will be provided to the French Foreign Affairs ministry as a basis for a work permit to be issued.

**12. DISPUTE RESOLUTION**

Should a problem arise during the interpretation or execution of this agreement between the IO and the HI, both Parties will do their best to resolve the dispute amicably. If the dispute remains unresolved amicably, either party may escalate the issue to arbitration, taking into account the legal status of intergovernmental organization of the IO enjoying privileges and immunities.

IPA shall be informed by the HI of the particular legal status of the IO. He shall agree that any dispute will be settled through consultation, mediation or arbitration.

**13. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

**Intellectual Property**

Intellectual Property generated by the IPA during the stay at the IO shall be owned by the IO and treated as such in this scheme, in compliance with the IIP Annex of the ITER Agreement.

**Confidentiality**

No Party, during and after the IA period, will disclose to any third party, nor use for any purpose except the carrying out of the assignment, any of the other Party's Confidential Information.
Confidential Information means any Background Intellectual Property indicated “confidential” and other unpublished information that has been made known to the other Party by reason of the IA and identified as confidential before or at the time of disclosure in writing, or the confidential nature of which should have been reasonably presumed by the Party receiving such information.

Restrictions imposed by the above shall not apply if such information:
(a) is already known to the receiving Party at the time of disclosure;
(b) is or becomes into the public domain without breaching the IA or is otherwise made available to the general public without restriction by the originating Party;
(c) has been lawfully received from a third party and without otherwise being in breach of any obligation of confidentiality;
(d) has been independently developed by an employee of the receiving Party and to whom no disclosure of any such Proprietary Information has been made;
(e) is disclosed in circumstances where either Party is legally obliged to disclose such information; or
(f) is approved for release in writing by an authorized representative of the disclosing Party.

14. PEACEFUL PURPOSES

Participating Parties shall be aware that the purpose of the IO is to provide for and to promote cooperation among the Members on the ITER Project, an international project that aims to demonstrate the scientific and technological feasibility of fusion energy for peaceful purposes and that material, equipment or technology received or generated pursuant to the IA shall be used solely for peaceful purposes in accordance with Article 20 of the ITER Agreement.

15. FINAL PROVISIONS

Communication and documentation related to the implementation of the IPA scheme shall be in English.

Any derogation to the present scheme shall require prior approval by the DG.

Specific provisions on the conditions and notice for the termination of the IA and the recall/replacement of IPA by the HI shall be included in the IA.
**Attachment – IPA Scheme Workflow**

**Home Institute (HI)**

- MoA/MoU (if required)

**Department / Office**

- LGA drafts MoA/MoU in collaboration with Dept/Office
- **Definition and Publication of Expression of Interest (EoI):**
  - Nomination of a TRO and IA-RO;
  - Identification of activities to be performed under an IA;
  - The activities to be performed,
  - The amount of any allowances for the IPA.

**HRD**

- HRD consultation on EoI
- RCO Approval of EoI

**Management**

- IO/HI Approval

**Submission of proposal from HI to IO**

- Resources to be nominated as IPA with proposed skill sets;
- Any administrative costs requested from the IO;
- Any other relevant information

**Clarifications requested by IO**

**Assessment and Selection of HI proposal**

**Finalize content of Implementing Agreement (IA)**

**TRO verifies budget availability**

**Registration of the IPA Nomination Forms**

- **IO on-board / logistic support**
  - Visa process (WO/AIF)
  - Security clearance
  - Office / IT logistics (IO secretary)

**IO on-board**