

IDM UID PN7SU5
VERSION CREATED ON / VERSION / STATUS 13 Jan 2020 / 2.2 / Approved
EXTERNAL REFERENCE / VERSION

HR Level 2

ITER Project Associates - Scheme

This document defines the Governing Conditions of the ITER Project Associate scheme, agreed between the ITER Organization and Domestic Agencies.

<i>Approval Process</i>			
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<i>Document Security: Internal Use</i> <i>RO: Frentz Guillaume</i>			
<i>Read Access</i>	AD: Only-staff, AD: IO_Director-General, AD: External Management Advisory Board, AD: OBS - Human Resources Department (HRD) - EXT, AD: OBS - Human Resources Department (HRD), AD: Auditors, AD: ITER Management Assessor, project administrator, RO, LG: Magnet's Intern, AD: ITER, AD: External Collaborat...		

Change Log

ITER Project Associates - Scheme (PN7SU5)

<i>Version</i>	<i>Latest Status</i>	<i>Issue Date</i>	<i>Description of Change</i>
v1.0	Approved	06 Jul 2015	
v1.1	Approved	06 Jan 2016	Version 1.1 takes following changes into account: <ul style="list-style-type: none">- 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
v2.1	Approved	17 Nov 2017	Revised scheme endorsed by the Executive Project Board on 17 November 2017 In addition to editorial changes, the modifications are: <ul style="list-style-type: none">- Section 4: clarification of FDP role- Section 6: simplification of the process- Section 11: clarification that IPAs are entitled to a special residence card and that no work permit is required
v2.2	Approved	13 Jan 2020	New version endorsed by the EPB by written procedure on 10 January 2020. The changes are: <ul style="list-style-type: none">- Alignment of responsibilities with the reorganization effective on 1 January 2020;- Clarification of roles, processes and documentation actually in place for IPA assignment;- Clarification of the taxable regime.

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 based on an Implementing Agreement (IA) and Nomination Form 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 assessment of proposals.

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.

3 DEFINITIONS AND ABBREVIATIONS

CA: Cooperation Agreement

DA: Domestic Agency

DG: Director-General of the ITER Organization

EoI: Expression of Interest

FPD: Finance and Procurement Department

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

TRO: IA – IO Technical Responsible Officer

4 ROLES

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

IO-RO is responsible for initiating the request and defining the content of an Expression of Interest (EoI), 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 in coordination with HRD.

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

FPD is responsible for ensuring that there is no conflict of interest on HI activities with the IO and that there is no overlap, duplication or conflict with existing or expected contracts.

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 assignment of work objectives within IO to the IPA.

5 ELIGIBILITY AND IPA ASSIGNMENT DURATION

The IPA scheme is open to any HI who has signed a MoA/MoU/CA 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 the termination of the MoA/MoU/CA or of an IA.

6 THE IMPLEMENTATION PROCESS

6.1 Memorandum of Agreement (MoA), Memorandum of Understanding (MoU) and Cooperation Agreement (CA)

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

LGA is contacted by the HRD and drafts the content of a MoA/MoU/CA, following negotiations with HIs.

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

6.2 Expression of Interest (EoI)

The process is, in principle, initiated at the Division, Department / Office or Domain Head Level. The initiating Department / Office or Domain will nominate a TRO and IA-RO and shall request the publication of a call for an EoI on the ITER website. 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 details on the assignment and the activities to be performed.

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 proposed assignment;
- (iii) Any other relevant information required for the implementation of the proposed assignment.

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. An assessment of the proposal will also be performed by the IO on potential conflicting situations or risks to the IO.

6.3 Implementing Agreement (IA)

HRD shall then prepare an IA, including general conditions of assignment applying to all IPAs from the HI. The IA shall be signed 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 Form and IPA Registration Form

Upon mutual agreement with the HI on the details of the IPA assignment (scope of activity, timeframe, nominated IPA(s), financial conditions, other implementation aspects), for each IPA, the HRD prepares an individual Nomination Form(s) (making reference to the IA). The Nomination Form is signed by the HI and the IO.

Each IPA shall be requested 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 they shall respect the general conditions of assignment and 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.

7 RESPONSIBILITIES

7.1 The ITER Organization (IO)

The TRO shall be responsible for:

- monitoring the general execution of the IPA assignment;
- assigning specific activities in the frame of the Nomination Form;
- 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 Nomination Form;
- co-ordinating the IPA Site access, provision of facilities, tools and hardware/ software needed to carry out work outlined in the Nomination Form;
- monitoring compliance to the activities specified in the Nomination Form 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 may be 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, as well as occupational health cover) to work in France;
- managing IPA absences requests including sickness, with information and prior consultation, when required, of the IO;
- managing IPA administrative requests related to the status 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 leave) 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 assignment;
- carry out the scope of activities defined in the Nomination Form;
- 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 link: Internal Regulations ([27WDZW](#)));
- 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.

Living Adjustment allowances, Installation allowance and the salary received from the HI are taxable in France.

A taxable income is an income to be declared in the IPA tax declaration. This income is taken into account to determine the amount of tax that the IPA will have to pay.

Even if the IPA declares taxable income in France, due to the specific tax regime, they may not be taxed.

Each IPA's situation shall be assessed in detail, but the IPA may be eligible to an exemption regime on the HI salary depending of the provision of the Double Tax Agreement signed between France and the HI's State. Living Adjustment allowances and Installation allowance can also benefit from a tax exemption regime in France called "impatriate regime". This is not a full exemption regime and limitations apply.

IO will provide support, through LGA, for IPAs to adhere to the French tax obligations. A tax expert will assist the IPA during the first two years of assignment to determine if the IPA will be paying taxes in France.

8 SKILLS DEVELOPMENT

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

IPA shall undergo individual training and certification as required by French law according to the activities 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. 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 and/or Nomination Form.

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 ADMINISTRATIVE FORMALITIES

The French Foreign Affairs ministry shall issue a special residence card code EM meaning without privileges and immunities. No work permit is required.

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.