**Contract No. [INSERT NUMBER]**

**between**

**the International Atomic Energy Agency**

**and**

**[insert Contractor’s name]**

**concerning**

**the Engineering Design of** **an integrated System consisting of a Prompt Gamma Neutron Activation Analysis Spectrometer and Neutron Imaging Instrument**

This Contract is entered into between the International Atomic Energy Agency (hereinafter referred to as the “IAEA”), an intergovernmental organization established by its Statute, whose address is Vienna International Centre, P.O. Box 100, 1400 Vienna, Austria; and [insert Contractor’s name] (hereinafter, including its successors, referred to as the “Contractor”), whose address is [insert address]. Hereinafter, the IAEA and the Contractor are also referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS through its Technical Cooperation Project “\_\_\_\_\_”, the IAEA wishes to support Morrocco in the development of neutron beam instruments to fully utilize its research reactor and to advance Morocco’s science and research base;

WHEREAS the “*Centre National de l’Énergie, des Sciences et des Techniques Nucléaires”* (CNESTEN) of Morocco has been designated as the “End-User” of the services to be provided under this Contract;

WHEREAS the IAEA wishes to procure services for the engineering design of an integrated system consisting of a prompt gamma neutron activation analysis spectrometer and neutron imaging instrument (hereinafter the “Project”);

WHEREAS the CNESTEN has a basic conceptual design for the integrated System which requires engineering design assistance in order to become finalized; and

WHEREAS the Contractor is willing and able to provide such services on the terms and conditions set out herein.

NOW, THEREFORE the Parties hereby agree as follows:

Article 1

Definitions

In this Contract, words and expressions shall have the same meanings as respectively assigned to them in this Article,

**“Annex A**” refers to the IAEA General Conditions of Contract for the provision of Goods and Services – Rev August 2019 (“IAEA General Conditions of Contract”);

**“Annex B”** refers to the Statement of Work (“SoW”) which describes the requirements for the services to be performed under this Contract;

**“Annex C”** refers to the Contractor’s Proposal dated [day, month, year];

**“Annex D”** refers to the Acceptance Criteria, as mutually agreed by the Parties, which contain the specifications that the Final Detailed Engineering Design Plan shall meet to be considered acceptable by the IAEA.

**“Milestone Certificate”** means the certificate issued by the IAEA to the Contractor when all individual Services under Milestones 2, 4 and 6, respectively, have been satisfactorily completed by the Contractor and accepted by the IAEA in accordance with the requirements of this Contract;

**“Deliverable”** means each deliverable to be provided by the Contractor with respect to the implementation of the Services, as identified in this Contract and in particular in Annex B (“SoW”) to this Contract;

**“End-User”** means the « *Centre National de l’Énergie, des Sciences et des Techniques Nucléaires »* (CNESTEN) of Morocco.

**“Final Acceptance Certificate”** means the certificate issued by the IAEA upon the full and satisfactory completion of all the Services under this Contract;

**“Fixed Firm Price”** means the final price for which the Contractor is required to perform the Services, and to comply with all of the contractual obligations as stated in this Contract. The Contractor shall absorb any additional costs or expenses required to perform the Services, at the agreed quality standard, as described in this Contract and its Annexes;

 **“Services”** means the engineering design of an integrated system as described in this Contract and in particular in Annex B (“SoW”) to this Contract; and

“**System**” means an integrated system that shall consist of a prompt gamma neutron activation analysis (hereinafter referred to as “PGAA”) spectrometer and neutron imaging instrument, including radiography and tomography (hereinafter referred to as “NRAD”), as specified in Annex B (“SoW”) to this Contract.

Article 2

Scope

The Contractor shall perform the Services, as further described in Annex B (“SoW”) and Annex C (“Contractor’s Proposal”) to this Contract. The Contractor shall work with the End-User to finalize the End-User’s conceptual design into a Final Detailed Engineering Design Plan containing a sufficient level of definition and documentation appropriate for a tender for procurement for the manufacture and installation of the integrated System.

Article 3

Responsibilities of the Contractor

1. In addition to the responsibilities set out in Article 3 (“Responsibilities of the Contractor”) of Annex A (“IAEA General Conditions of Contract”) to this Contract, the Contractor shall perform the Services as described in Annex B (“SoW”) and Annex C (“Contractor’s Proposal”) to this Contract.
2. The Services to be performed by the Contractor shall comprise the following four (4) milestones, as described below:
3. **Milestone 1 – Kick-off Meeting**

The Contractor shall participate in a Project kick-off meeting for a minimum of 3 (three) days at the End-User’s premises. In the event that Covid-19 travel restrictions prevent a meeting at the End-User’s premises, the kick-off meeting shall be held virtually.

1. **Milestone 2 – Conceptual Design**

The Contractor shall submit to the IAEA and the End-User drawings and a written report in sufficient detail, providing the following information:

1. the proposed final design concept;
2. a list of all functions of the System and of all likely major components required to be procured or manufactured, together with their expected performance;
3. long lead time components;
4. proposed future schedule for procurement, manufacture and installation;
5. an outline of an installation plan;
6. expert opinion on probable costs and a conceptual estimate; and
7. a description of identified interfacing issues between the End-User and the Contractor.

The Contractor shall only proceed with Milestone 3 after written issuance by the IAEA of the Certificate for Milestone 2.

1. **Milestone 4** **– Preliminary Engineering Design Plan**

 The Contractor shall submit to the IAEA and the End-User a Preliminary Engineering Design Plan that shall include:

1. engineering calculations, drawings and a written description for each subsystem and major component in the System, and their expected performances;
2. “make or buy” decisions;
3. lists of proposed materials for construction, preliminary spare parts list, and updated estimate of costs and time for construction;
4. proposed factory and site acceptance tests;
5. updated list of interfacing issues; and
6. a preliminary installation plan.

The Contractor shall only proceed with Milestone 4 after written issuance by the IAEA of the Certificate for Milestone 3.

1. **Milestone 6 – Final Detailed Engineering Design Plan**

The Contractor shall submit to the IAEA and the End-User a Final Detailed Engineering Design Plan that shall consist of a detailed specification, design, and layout for every component in the System. The Detailed Engineering Design Plan shall include:

1. a list of materials for items to be constructed;
2. possible suppliers and possible model numbers of equipment that may satisfy specifications;
3. specification of control software requirements;
4. spare parts list;
5. updated estimate of costs and time for construction;
6. final list of interfacing issues; and
7. a detailed installation plan.
8. The result of the verification of the Final Detailed Engineering Design Plan shall be documented by the End-User in accordance with Annex D (“the Acceptance Criteria”), and shall be confirmed by the IAEA through the issuance of the Final Acceptance Certificate that shall be signed by both Parties.

**Permits, Notices, Laws and Ordinances**

1. The Contractor shall obtain and pay for all permits and inspections that are required by law and necessary for the proper execution and completion of the Services.
2. The Contractor shall promptly provide all notices required under law, taking into account the nature of the Services.
3. In the event the Contractor determines that the Services, or any part thereof required under this Contract, are not in accordance with applicable laws, norm(s), regulation(s), official directive(s), ordinance(s), guideline(s), standard(s), customs and practices applicable to the performance of the Contractor (hereinafter referred to as “Laws and Rules”), or with technical or safety standards, it shall promptly notify the IAEA thereof in writing.

**Protection of Persons and Property**

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and measures in connection with the Services.
2. The Contractor shall comply with Laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
3. In the event of an emergency affecting the safety of persons or property, the Contractor shall act promptly and diligently to prevent any potential threat of damage, loss or injury to people and property.

**Quality Standards**

1. The Contractor shall design and engineer the System in accordance with the Contractor’s ISO 9000 (or equivalent) quality assurance system. The Contractor shall ensure that the System meets all appropriate safety and engineering requirements, as further specified in Annex B (“SoW”) and Annex C (“Contractor’s Proposal”) to this Contract.
2. The Contractor shall perform the Services using its skills and judgement of the highest standard and shall cooperate with the IAEA, including the IAEA’s personnel, in performing its obligations under this Contract and in fulfilling the interests of the IAEA within the scope of this Contract. The Contractor shall provide efficient business administration and supervision and shall perform the Services in the most expeditious and economical manner, consistent with the requirements set forth in this Contract.
3. The Contractor shall provide qualified English-speaking personnel as necessary to perform the Services under this Contract. The Contractor’s key personnel assigned to perform the Services under this Contract shall remain available for possible tasks related to the Services throughout the duration of the Contract period. Any replacement of the key personnel shall be notified to the IAEA at least four (4) weeks in advance.

Article 4

# Responsibilities of the IAEA

1. The IAEA shall pay the Contract Price in accordance with the provisions of this Contract.
2. The IAEA shall respond promptly to any request for information by the Contractor in relation to the Services.
3. The IAEA shall ensure that the End-User will cooperate fully with the Contractor in the performance of the Services. In particular, the IAEA shall ensure that the End-User will:
4. communicate all site-specific engineering requirements to the Contractor in a timely manner;
5. transmit the information that is required from the Contractor to assist the End-User in producing a safety case for eventual installation of the System;
6. provide Monte Carlo N-Particle (MCNP) calculations to the Contractor, if requested by the Contractor; and
7. design and construct the biological shielding which will surround the System, in the form of a bunker (“casemate”). The End-User will supply design information about this bunker to the Contractor.

Article 5

# Commencement and Completion of the Services

1. The Contractor shall immediately commence the performance of Services upon the entry into force of the Contract, as per Article 14 (“Entry into Force and Duration”) of this Contract. The Services shall be completed no later than [INSERT DATE] (hereinafter referred to as the “Completion Date”).

**Delays and Extension of Time**

1. If the Contractor is delayed at any time in the performance of the Services by any act or omission of the IAEA, or by changes in the Services ordered by the IAEA, or by any other cause which the IAEA determines that justifies the delay, then the time for completion of the Services shall be extended by mutual agreement of the parties further to an amendment to this Contract, in accordance with Article 21 (“Modifications**”**) of Annex A (“IAEA General Conditions of Contract”) .
2. Any request for an extension of time to complete the Services referred to in paragraph 2 above shall be submitted to the IAEA no later than twenty (20) days after the occurrence of the cause giving rise to the delay. Such a request shall state the grounds for the delay and shall provide an estimate of the time required to perform the Services.

Article 6

# Acceptance of Deliverables and Transfer of Title

Title to the Final Detailed Engineering Design Plan for the System shall be transferred from the Contractor to the End-User, upon issuance by the IAEA of the Final Acceptance Certificate.

Article 7

# Intellectual Property Rights

1. Article 11 (“Copyright, Patents and other Proprietary Rights**”)** of Annex A (“IAEA General Conditions of Contract”) shall not apply to this Contract, and instead, the following provisions shall govern Intellectual Property Rights under this Contract.
2. The End-User shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the IAEA that are to be assigned to the End-User under this Contract.
3. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the IAEA or the End-User do not and shall not claim any ownership interest thereto, and the Contractor grants to the End-User a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
4. At the request of the IAEA or the End-User, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the End-User in compliance with the requirements of the applicable law and of the Contract.
5. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the End-User, shall be made available for use or inspection by the End-User at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to officials of the End-User on completion of work under the Contract.

Article 8

# Contract Price

1. In full consideration of the complete, timely and satisfactory delivery of the Services under this Contract, the IAEA shall pay the Contractor a Firm Fixed Price of [INSERT CURRENCY AND AMOUNT IN WORDS AND NUMBERS IN BRACKETS] (hereinafter referred to as the “Contract Price”).
2. The Contract Price shall also cover all costs and expenses, excluding taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, remuneration of its personnel, national income tax, medical insurance, and social security contributions).
3. The Contract Price shall be firm and fixed and shall not be subject to increase. The Contractor shall not perform any work, provide any materials or equipment, or perform any Services which may result in any charges to the IAEA over and above the Contract Price, unless such charges have been explicitly authorized in writing by the IAEA prior to their incurrence.
4. The amounts prescribed in this Article are exclusive of any taxes, fees or duties, as per Article 20 (“Tax Exemption”) of Annex A (“IAEA General Conditions of Contract”).
5. Notwithstanding anything to the contrary in this Contract, all taxes, customs and other duties in connection with the performance of this Contract shall be borne by the Contractor.

Article 9

# Payment

1. The Contract Price shall be paid in accordance with the following payment schedule and subject to the following conditions:
	1. First payment of [INSERT CURRENCY AND AMOUNT IN WORDS AND NUMBERS IN BRACKETS] upon completion of milestone – 1 “Kick-off Meeting” in accordance with Article 3 (“Responsibilities of the Contactor”);
	2. Second payment of [INSERT CURRENCY AND AMOUNT IN WORDS AND NUMBERS IN BRACKETS] upon issuance of the Certificate for milestone – 2 in accordance with Article 3 (“Responsibilities of the Contactor”);
	3. Second payment of [INSERT CURRENCY AND AMOUNT IN WORDS AND NUMBERS IN BRACKETS] upon issuance of the Certificate for milestone – 4 in accordance with Article 3 (“Responsibilities of the Contactor”); and
	4. Third payment of [INSERT CURRENCY AND AMOUNT IN WORDS AND NUMBERS IN BRACKETS] upon issuance of the Certificate for milestone – 6 in accordance with Article 3 (“Responsibilities of the Contactor”).
2. The IAEA shall make all payments mentioned in paragraph 1 on the basis of invoices submitted by the Contractor. All payments shall be made by the IAEA within thirty (30) days of the receipt and acceptance of the invoice, provided that the Services have been satisfactorily completed and accepted by the IAEA.
3. The making of any payment by the IAEA shall not be construed as an unconditional acceptance by the IAEA of the Services performed by the Contractor up to the time of such payment.
4. The Contractor shall submit an invoice marked with this Contract number in respect of each payment instalment. Invoices shall be submitted electronically, from the Contractor’s official email address, in PDF format to the IAEA’s electronic address specified in Article 10 (“Points of Contact”) below, or through the IAEA iSupplier Portal at http://suppliers.iaea.org.
5. All invoices shall indicate the amount that is due to be paid by the IAEA and shall indicate any applicable discounts for early payment. Each invoice shall be supported by appropriate documentation to substantiate the invoice. Each invoice shall contain detailed banking instructions, including the name and address of the Contractor’s bank, account number, account holder’s name and SWIFT and/or ABA codes for payment by electronic transfer.

Article 10

# Contractor’s Sole Remedy

In no event shall the Contractor make any claim against the IAEA or be entitled to additional costs or compensation resulting from any delays in the completion of the Services, or any portion thereof, whether caused by the acts or omissions of the IAEA, including, but not limited to, damages related to overheads, loss of productivity, acceleration due to delay and inefficiency. The Contractor’s sole remedy in such event shall be limited to an extension of time for completion of the Services, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

Article 11

# Points of Contact

1. Official notices related to the Contract shall be in English and delivered by hand or sent by registered mail, fax or any standard recognized form of electronic communication (such as E-mail, certified electronic mail or any future standard commercial communication method) to the address of the recipient Party defined in the Contract. All communication relating to the execution of this Contract shall be made or confirmed in writing in English to:

	1. **For the IAEA**:

*For Contractual Matters:*

Ms Sabine Barnett

International Atomic Energy Agency (IAEA)

Vienna International Centre, P.O. Box 100

1400 Vienna, Austria

Tel: +43 (1) 2600 24610

Email: s.barnett@iaea.org

*For Invoices and**related Enquiries:*

International Atomic Energy Agency (IAEA)

MTBF General Accounts Payable
Vienna International Centre, P.O. Box 100

1400 Vienna, Austria

Tel: +43 (1) 2600 26089

Email: accounts.payable@iaea.org

* 1. **For the Contractor:**

[insert Contractor’s name]

[insert address]

Tel: [PLEASE INSERT NUMBER]

Fax: [PLEASE INSERT NUMBER]

Mobile: [PLEASE INSERT NUMBER]

E-mail: [PLEASE INSERT EMAIL]

1. Either Party may change its address above by giving notice in accordance with this Article.
2. Except as provided in paragraph 4 of this Article, any communication in connection with the Contract shall be given as follows:
3. if delivered in person, at the time of delivery;
4. if by registered mail or courier, when received;
5. if by fax, when received in legible form; or
6. if by electronic communication, when retrievable by the IAEA in document form.
7. A communication that is received or becomes retrievable on a non-working day, or after business hours at the seat of the IAEA, will be deemed to have been given on the next working day of the IAEA.

Article 12

# Contract Documents

1. The following Annexes shall form an integral part of this Contract:
* Annex A: IAEA General Conditions of Contract;
* Annex B: IAEA Statement of Work;
* Annex C: Contractor’s Proposal; and
* Annex D: Acceptance Criteria.
1. All terms and conditions of this Contract shall be interpreted as complementary to each other. Should any ambiguities, inconsistencies, conflicts or discrepancies arise, the following order of priority shall apply:
* this document; and
* the Annexes, noting that precedence is given according to the alphabetical order.
1. This document and the Annexes are collectively referred to herein as “the Contract” or “this Contract”. Without prejudice to Article 21 (“Modifications”) of Annex A (“IAEA General Conditions of Contract”) to this Contract, this Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, proposals, agreements, and contracts, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as expressly set forth herein.
2. Any invoice, receipt or other document issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any inconsistency, the terms and conditions of this Contract shall prevail.

Article 13

**Contractor’s Proposal**

1. This Contract is not intended to reduce the services or levels of performance offered by the Contractor under Annex C (“Contractor’s Proposal”). The Contractor’s Proposal shall be used for reference purposes to clarify, but not reduce, the Contract services and levels of performance required of the Contractor.
2. Without prejudice to any of the provisions of this Contract, the Contractor shall provide all services offered in the Contractor’s Proposal at the levels of performance offered therein.
3. The Contractor’s Proposal shall not be used to increase the fees paid or the expenses to be reimbursed under this Contract.

Article 14

# Entry into Force and Duration

1. This Contract shall enter into force on the date of the last signature by the duly authorised representatives of the Parties, and it shall remain in force until the Parties fulfil all their obligations hereunder unless terminated earlier pursuant to the terms of this Contract.
2. This Contract shall be issued and signed in two (2) originals (one original for each Party) in the English language.

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| --- | --- | --- |
| **FOR The International Atomic Energy Agency:** |  | **FOR [insert Contractor’s name]:**  |
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|  |  |  |
| (Signature) |  | (Signature) |
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|  |  |  |
| (Name and Title) |  | (Name and Title) |
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|  |  |  |
| (Place and Date) |  | (Place and Date) |
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