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## 1 INTRODUCTION

ITER is an international research project with a programmatic goal of demonstrating the scientific and technological feasibility of fusion energy for peaceful purposes. The ITER project is being designed by the European Union, India, Japan, the People's Republic of China, the Republic of Korea, the Russian Federation, and the United States. The European Union is the host party for the ITER facility which is being constructed in Cadarache, France. Governing regulations, codes, and standards for the design and construction of all ITER components are determined by the European Union and France. The US portion of ITER is managed by the US ITER Project Office (USIPO) which is hosted by Oak Ridge National Laboratory (ORNL) under contract with UT-Battelle (hereinafter referred to as the "Company"), and located in Oak Ridge, Tennessee. Responsibility for operating the completed ITER facility will belong to the ITER Organization (IO).

## 2 SCOPE

This Statement of Work (SOW) defines the activities to be performed by the Seller consisting of the quality assurance activities, packaging, and preparation for shipment for the Tubing and VCR Fittings as defined by the scope of the issued contract technical specification [3.1.1]. This SOW provides the requirements for work execution necessary to achieve and document the satisfaction of the technical requirements included within the procurement package. Successful implementation of the procedures and processes within this SOW as well as adherence to the technical requirements will ensure the delivered hardware meets the required Safety (SIC-2), Quality (QC-1), and Vacuum (VQC-3) classifications for the hardware.

The parts within the scope of this SOW should all be Commercial off The Shelf (COTS) but must be proven to meet the requirements of the Technical Specification [3.1.1] via adherence to the performance, quality, and documentation requirements outlined in this document.

**NO WORK INCLUDED WITHIN THIS SOW SHALL BEGIN WITHOUT THE DIRECTION OF THE COMPANY. ANY WORK COMPLETED WITHOUT DIRECTION FROM THE COMPANY IS AT THE SELLER'S RISK.**

### **3 APPLICABLE DOCUMENTS**

**NOTE:** The applicable technical specifications, drawings, and additional requirement inputs which must be satisfied in the execution of this statement of work shall be found in the Procurement Description and Current Reference List (EDRM 804f09fa) included within the purchase order issued to the Seller.

#### **3.1 Technical Documents**

- 3.1.1 Technical Specification – SVS Client Connections Materials (EDRM 804a1ff2 / ITER\_D\_8F8C3D).
- 3.1.2 Bill of Materials – SVS Client Connections Materials (EDRM 8049efa7 / ITER\_D\_8B4MBT).

#### **3.2 Codes and Standards**

- 3.2.1 Metallic Products: Types of Inspection Documents, EN-10204
- 3.2.2 Regulation of Wood Packaging Material in International Trade, International Standard for Phytosanitary Measures, ISPM 15

#### **3.3 US ITER Documents, Procedures, and Forms**

- 3.3.1 Requirements for Producing a Quality Plan (ITER\_D\_22MFMW)
- 3.3.2 Quality Plan Template for Suppliers and Subcontractors (8043657d)
- 3.3.3 Contractor Release Note Template (803f4967)
- 3.3.4 Deviation Request Form (803f59df)
- 3.3.5 Non-Conformance Report Form (8043b412)

## 4 PERFORMANCE REQUIREMENTS

### 4.1 Performance Requirement 1 – Project Planning and Schedule

#### 4.1.1 Project Kick-Off Meeting

The Project Kick-Off Meeting shall be scheduled at a mutually agreeable time and method as soon as practical after the award of the subcontract. The primary purpose of this Kick-Off meeting is to meet the principal participants and ensure the scope and expectations of the subcontract are understood.

Seller shall provide the Company with the name, description of the core business, and quality program of any subcontractor or supplier the Seller will use to manufacture the tubing. The Seller shall provide the Company with the list of proposed tubing part numbers and a physical description of the tubing (straight lengths vs. coils). This shall be provided in writing prior to the Project Kick-Off Meeting.

Discussion topics at the Kick-Off meeting shall include but are not limited to the below listed topics.

- Contract Administration
- Overview of the Technical Specification [[3.1.1](#)] and critical requirements
- Overview of this Statement of Work
- Review of the products and application
- Project Schedule (including milestone dates and breakdown of shipments)
- Quality Plan
- Packaging, Handling, and Storage of Materials
- Contents of the Manufacturing Dossier

If requested, the Seller shall arrange for a tour of the facility where components will be prepared for shipping.

The Seller shall prepare and submit the Kick-Off Meeting minutes to the Technical Project Officer (TPO) within five (5) business days of the meeting.

#### 4.1.2 Project Schedule

1. The Seller shall prepare a Project Schedule which outlines, at a minimum, proposed dates of critical Quality Plan activities, proposed milestone payments, and the delivery schedule. Additionally, the schedule shall include a proposal for overall percent complete tracking as denoted by completion of activities and milestones.
2. Monthly progress reports will be submitted by the 20th of each calendar month to the TPO throughout the contract period. These reports should include information on the following topics:
  - Progress, results, achievements, and issues encountered during the reporting period
  - Outstanding issues and action items from the reporting period and previous periods

- Percent complete through the period
- Any required variance explanation and impacts along with the proposed corrective actions
- Discussion of the following month's schedule

#### 4.1.3 Point of Contact

1. The Seller shall designate an official single Point of Contact (POC) to work with the Company's TPO, Quality Assurance Responsible Officer (QARO), and Procurement Officer (PO).
2. Technical issues shall be discussed with the Company's TPO.
3. Quality, process, or procedure related issues shall be discussed with the Company's TPO and QARO.
4. Subcontract administration issues shall be discussed with the Company's PO. Only the PO may give direction related to issues which involve a change of scope or an increase of cost.

#### 4.1.4 Project Plan

1. The Seller shall prepare a Project Plan that integrates each element of subcontract management into a concise written document.
2. The Project Plan shall identify the Seller's key personnel in this project and describe their individual roles and responsibilities.
3. The Project Plan shall include the Project Schedule.

#### 4.1.5 Progress Meetings

Technical and progress meetings between US ITER, the Seller, and any additional parties as required will be conducted. These meetings will be held at scheduled times and locations mutually agreeable to the TPO and the POC. Additional meetings may be requested by either US ITER, or the Seller as deemed necessary. The meetings will include discussions of the Seller's progress, deliverable status, and technical and contractual items.

The Seller will produce and distribute meeting minutes within five (5) working days of each meeting to the Company's TPO.

During the first progress meeting the TPO and POC shall establish the scope and contents of the Manufacturing Dossier. The agreed upon list of documents in the Manufacturing Dossier shall be included as an attachment to the minutes.

## 4.2 **Performance Requirement 2 – Approval of Quality Plan**

### 4.2.1 Quality Plan

As soon as possible, the Seller shall submit their proposed Quality Plans (QP) for review and approval. The QP shall be developed in accordance with Section [6.3](#) of this document. Where applicable, the Standard Operating Procedures (SOPs) shall be cited

within the QP in the appropriate sections. Referenced SOPs shall also be submitted for review at the time of the QP submission. The QP shall also detail how the quality program of any subcontracted or third-party organizations is monitored by the Seller. The Company reserves the right to require any subcontractor or third part deemed to be performing a quality or safety critical function to submit a separate QP.

The QP will outline the key activities needed to demonstrate compliance with the technical requirements. In particular, the QP shall highlight how requirements from Sections 4.2, 4.3, and 5.2 of the Technical Specification [3.1.1] can be met. This QP must be approved by the Company prior to procurement of the tubing and fittings.

### **4.3 Performance Requirement 3 – Material Procurement**

The Seller shall develop a list of all materials ordered within their scope of work to include the date ordered as well as the date received.

#### **4.3.1 Material Certifications**

Corresponding Material Certifications, as defined by EN10204 [3.2.1], shall be obtained and provided to the Company to show all materials meet requirements outlined in Section 4.3 of the Technical Specification [3.1.1].

Seller shall submit certifications upon receipt of materials and track material receipts on the provided list to ensure all materials are received and reviewed.

#### **4.3.2 Cleanliness**

Cleaning shall be performed per the requirements in the Technical Specification [3.1.1]. A cleaning procedure shall be developed to show compliance with requirements and approved by the Company prior to packaging and shipment.

*Note: The Seller may propose to use standard procedures instead of a cleaning procedure via accepted deviation request per Section 6.5 of this SOW.*

#### **4.3.3 Dimensional Inspection Results**

Dimensional inspection results shall be provided to document compliance of the hardware with the applicable requirements of Section 4.2.2 of the Technical Specification [3.1.1].

#### **4.3.4 Tubing Impurities Results**

Results that document compliance of the tubing with the applicable impurity measurements of Sections 4.3.2 and 4.7.3 of the Technical Specification [3.1.1] shall be provided.

#### 4.4 Performance Requirement 4 – Documentation

##### 4.4.1 Manufacturing Dossier

A Manufacturing Dossier(s) shall be compiled and serve as the completed technical file for the contract fulfillment. This document shall contain all information required to establish that the final product is fully documented, and in compliance with both this Statement of Work and the requirements established in the associated technical specification.

- A table of contents as well as an introduction discussing the scope of the work documented within the dossier
- The approved Quality Plan
- All SOPs referenced within the Quality Plan
- Dimensional Inspection Results
- Tubing Impurity Results
- Material certifications and Certificates of Conformity for all items used in fulfillment of this SOW
- Any Deviation Requests (DR) or Non-Conformance Reports (NCR) generated during fabrication as well as supporting close out evidence
- Packaging design for the shipment of hardware
- Certificate of Conformity for completed tubing.

##### 4.4.2 Contractor Release Note

Each delivery of hardware to the ITER site shall have a Contractor Release Note. The Contractor Release Note (CRN) is a document that, for parts which:

- Identifies all applicable requirements documents
- Certifies that the hardware complies with these requirements
- Records the status of the documentation
- Highlights any outstanding obligation

The hardware shall not be shipped until the CRN has been accepted. A standard form [3.3.3] is provided by the Company for documenting the CRN. The Seller shall not submit the CRN until all components have been procured with applicable documentation accepted by the Company. The Seller shall include a copy of the CRN in the Manufacturing Dossier with a note indicating approval of CRN can be found within the US ITER and IO documentation control systems.

##### 4.4.3 Certificate of Conformity

The Seller shall prepare a Certificate of Conformity for all equipment. The Certificate of Conformity shall state that the items meet all requirements defined in the applicable Technical Specification [3.1.1] and this SOW. The designated POC shall submit the completed Certificate of Conformity to the TPO. Once approved, the Certificate of Conformity shall be returned by US ITER to the Seller for inclusion in the respective

Manufacturing Dossiers. The Seller may use any suitable format for the Certificate of Conformity. At a minimum, the Certificate of Conformity shall include:

- Manufacturer's Details (name, address, etc.)
- Item identification details (model, serial number, etc.)
- Declaration that the equipment meets the applicable requirements (specifically list requirements in document)
- Any standards the item complies with
- Signature of Seller's authorized representative

#### **4.5 Performance Requirement 5 – Data Management**

QA record receipt controls shall provide a method for identifying records received, receipt and inspection of incoming records, record retention, and transmittal of records.

##### **4.5.1 Language and Units**

All correspondence, test reports, and documents required per this SOW and the associated technical specification shall be provided in English. All dimensions and parameters shall be reported in SI units (e.g., mm, kg, N, MPa, °C) as the primary units.

If applicable any supporting documentation related to proper inspection, transportation, or special considerations for storage shall be provided in both the English and French languages.

##### **4.5.2 Company Provided Information**

Information provided by the Company to the Seller shall not be used for any activity except those specified by this SOW.

##### **4.5.3 Original Copies**

The Seller shall keep and maintain the original copies of all signed documents. These copies shall be supplied to the Company as part of the Manufacturing Dossier. The Seller shall provide electronic copies of all documentation in searchable Portable Document Format (.pdf). Electronic documents shall be supplied to the Company using email, USB storage device, or large file transfer services such as Dropbox, ORNL file upload, etc.



## 5 TRANSPORTATION

The Seller is required to load items to be transported onto the Logistics Service Provider (LSP) conveyance (e.g., truck, van, trailer, vessel, ocean container, air freight, rail cart) at the factory. In doing so, Seller shall provide all necessary and customary equipment, personnel, and safety equipment for proper loading into the vehicle. The Seller shall also generate all shipping, packaging, and customs documentation as required by this SOW.

### 5.1 Packaging Design, Marking, Loading, and Storage

The Seller shall package and prepare all equipment for shipment to the ITER site in Cadarache, France. The packaging shall protect the equipment from any conditions (e.g., shock, impact, weather, etc.) which could cause damage resulting in nonconformity with applicable requirements.

When initial packaging occurs, US ITER reserves the right to witness the packaging operations. If in-person witnessing is deemed unfeasible, US ITER will require photographic/videographic documentation of the crating process.

#### 5.1.1 Packaging Design

The Seller shall develop and submit for approval a packaging design to be used for the shipment of the equipment. The packaging design must show that the external crating and internal bracing/padding configuration will protect the equipment from damage in either sea, air, or land shipment. Presented packaging design must conform to all required international standards for similarly constructed shipping containers. The Seller shall provide a Package Design Document which includes the proposed packaging design as well as analysis showing it can withstand all transport loads. If the Seller has a standard packaging methodology and crate, then they can submit a letter stating that their standard packaging is suitable for air/land/sea transportation and provide a statement on the success rate (deliveries arriving undamaged) using this shipping hardware for similar equipment.

#### 5.1.2 Packaging Marking

The Seller is required to mark each package with the following:

- Subcontract number
- Delivery address
- Consignor (Seller's name, address, and contact information)
- Package number (as identified on the packing list)
- ITER Equipment Identification Number(s) (if applicable)
- Gross Weight (kg)
- Net Weight (kg)
- Handling instructions (in English and French)
- Lifting/Lashing/Jacking points
- Center of Gravity (in 3 dimensions)
- Compliance marks (e.g., ISPM-15 [\[3.2.2\]](#)) (if applicable)

5.1.3 Loading

The Seller is responsible for loading the packaged hardware unto the LSP provided conveyance. Seller shall provide all equipment, personnel, and any custom tooling needed for loading the packaging.

5.1.4 Storage of Finished Products

The Company, at its discretion, may require Seller to postpone the date of shipment by up to sixty (60) days from the agreed upon shipment. If the date of the shipment is postponed, the Seller shall, at no additional cost, store finished products in a safe and secure manner that protects their condition and preserves the integrity of all components and packaging. If the storage is required beyond sixty (60) days, Seller agrees to good faith negotiation of extended storage terms.

**5.2 Creation and Submittal of Pre-Shipment Documentation**

**NOTE: ALL DOCUMENTATION MUST BE COMPLETED IN THE ENGLISH LANGUAGE.**

The Seller shall provide information and documentation required for international shipment in accordance with the following defined schedule.

5.2.1 Pre-Shipment Deliverable Package No. 1

A pre-shipment Deliverable Package shall be provided by the Seller no later than *10 business days after the Project Kick-Off Meeting*.

Pre-Shipment Deliverable Package #1 is to contain the following items:

1. Written notice of the planned date on which the goods will be packaged and available for shipment.
2. Contact information for Seller's Shipping/Logistics coordinator.
3. Technical characteristics of the packaged components as follows:
  - a. Physical data and drawings showing dimensions, total and distributed weights, center of gravity (in 3 dimensions), shipping orientation.
  - b. Address of the location where items are to be picked up by the LSP.
  - c. Documentation (e.g., Material Safety Data Sheet) regarding relevant compliance regimes, such as Export Control, Transportation of Dangerous Goods, and Environmental Protection.
  - d. Identification of any items that have been identified as Safety Important Components (SIC) or Protection Important Components (PIC).
  - e. Conditions or precautions to be respected when moving, loading/offloading, handling/sliding, and storing/marshaling to include, when required, specific provisions and controls to be performed and recorded while under the control of the LSP.

- f. Documentation confirming that packaging is designed to protect components from damage and contamination, considering anticipated environmental conditions and multimodal (e.g., highway, ocean) handling/transit accelerations.
- g. Packaging specification including confirmation of compliance with international packing standards (e.g., International Standard for Phytosanitary Measures (ISPM)-15, Conformance Europeenne/CE certification for relevant package lifting appurtenances such as eyes/rings), agree barcoding requirements and regulations relating to packaging materials used. **NOTE:** All packaging using wood products must comply with the requirements of ISPM-15 [3.2.2].
- h. Definition of packaging/frame, when the components are packed or tarped, including any procedures for handling, moving, clean-up, storage.
- i. Specification for securing and hanging packages/frames including jacking/lifting/lashing conditions, procedures, and acceptable securing points.
- j. Identification of specialized equipment/hardware (e.g., custom lifting fixture) interface requirements between each point of use within the supply chain. **NOTE:** Any specialized packing/handling frame or tool should be detailed in drawings, meet relevant domestic and international requirements (e.g., Occupational Safety and Health Administration, CE), and is subject to approval by LSP.
- k. Description of Interface between Seller and LSP (e.g., release conditions for loads, Seller's loading means, etc.).
- l. Technical data concerning monitors (e.g., shock, vibration, tilt, acceleration, temperature) utilized to detect events during transit which may cause damage to components.

#### 5.2.2 Pre-Shipment Deliverable Package No. 2

Pre-Shipment Deliverable Package #2 is to be provided no later than ninety (90) days prior to planned date of shipment.

Pre-shipment Deliverable Package #2 is to contain the following items:

- 1) Written confirmation of the date goods will be ready for shipment or submit revised shipment date for approval
- 2) Contact information for Seller's Shipping/Logistics coordinator
- 3) Fabrication value of goods (for insurance purposes-should not include destination site support services)
- 4) Transport drawings with sufficient detail to facilitate lifting/lashing/stowage and approval of the operators (e.g., steamship line, air carrier)
- 5) The following business documents (in English language):

a. **Pro-Forma/commercial invoice** on Seller's letterhead listing at a minimum:

- Subcontract number
- Description and quantity of goods
- Value of goods
- Incoterm 2010 rule
- Schedule B number (for U.S. exports) or Harmonized System code
- Country of origin
- Export control determinations (e.g., "ECCN: EAR99, No Export License required")

b. **Consignee:**

ITER Organization  
Route de Vinon sur Verdon, CS90 046 13067  
St. Paul lez Durance CEDEX, France  
Contact: Yanchun Qiao (+33-4-42-17-62-57;  
Cell: +33-6-26-31-29-96) [Yanchun.Qiao@iter.org](mailto:Yanchun.Qiao@iter.org)

c. **Duty Free Declaration**

Shipments on behalf of the ITER International Fusion Energy Organization ("ITER Organization") for its official use are eligible to duty-free customs clearance under the Agreement on the Privileges and Immunities of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project, done in Paris on 21 November 2006 and ratified, accepted and approved by the People's Republic of China, EURATOM (for the European Union and Switzerland), the Republic of India, Japan, the Republic of Korea and the Russian Federation. DIPLOMATIC SHIPMENT on behalf of the ITER Organization. FOR DUTY-FREE CUSTOMS CLEARANCE.

d. **Consignor** (Sellers's name, address and contact information)

e. **Itemized packing list** on Seller's letterhead detailing the following at a minimum for each package:

- Subcontract Number
- Package number (sequential number assigned to each package.)
- Package type (e.g., wooden crate, item on pallet, etc.)
- Seller's equipment/component identification number(s)
- ITER Equipment Identification Number(s) (if applicable)
- Item Description
- Quantity of each item
- Gross Weight (kg)
- Net Weight (kg)
- Dimensions (cm)
- Volume (m<sup>3</sup>)

- Special Handling Instructions
- Storage Instructions (e.g., indoor, conditioned space)

f. **Declaration of Integrity**

The undersigned hereby certifies that the components and package(s) described on this Packing List meet the contractual requirements except for any approved Deviations Requests and Non-Conformance Reports specified in the associated documentation.

**NOTE:** The invoice, packing list and other documents, where appropriate, must be acceptable to the country's Customs agency. The LSP shall review submitted documents and request amendments where required. If amendments are requested, Seller must update and submit revised documents within seven (7) days.

g. **Export Control License(s)** or other authorized documents if required

5.2.3 Pre-Shipment Package No. 3

Pre-Shipment Deliverable Package #3 is to be provided no later than two weeks prior to planned date of shipment.

Pre-shipment Deliverable Package #3 is to contain the evidence of appropriate proof testing and certification for any custom lifting apparatus that will travel with the item and be utilized during loading and unloading operations.

5.2.4 Pre-Shipment Package No. 4

Pre-Shipment Deliverable Package #4 is to be provided no later than one week prior to planned date of shipment.

Pre-Shipment Deliverable Package #4 is to contain the following:

- Any remaining information needed to facilitate appropriate completion of transport documents such as Bills of Lading or Air Waybills.
- Data elements and authorizations (e.g., Shipper's Letter of Instruction, Power of Attorney) required for LSP submission of electronic filings in the Automated Export System (AES), when necessary
- Dangerous Goods Declaration if required for Transport.

5.2.5 Deviations from Planned Date of Shipment

Seller shall immediately notify the TPO and PO, in writing, of any actual or potential change to the agreed-upon date of shipment.

## 6 QUALITY ASSURANCE

### 6.1 Conflicts

In the event of a conflict between the Technical Specification [3.1.1] and this Statement of Work, or between either of these documents and a requirement in a specified code or standard, the Seller shall notify the Company's TPO and PO in writing. The TPO and PO will determine which document takes precedence and advise the Seller accordingly.

Failure to notify the Company of any such conflict shall not relieve the Seller of any responsibility to meet all requirements.

### 6.2 Quality Program

The Seller's Quality Program shall be implemented and sufficient to ensure that the quality of items produced, or services provided, will meet all the requirements as stated in this document and as-contracted. The Seller must produce the items or services in accordance with their quality assurance program as identified in their subcontract with the Company. Changes to the program that could affect the items or services must be approved by the Company in advance.

### 6.3 Quality Plan

As discussed, the Seller must develop a quality plan per [3.3.1] specifically for the subcontract, identifying how they will fulfill the specific subcontract requirements.

**NOTE:** This plan is in addition to the pre-established Quality Program of the Seller's organization as discussed in Section 6.2.

Work on the subcontract may not begin until notice is received that the Quality Plan is approved by the Company.

A revised Quality Plan (at all levels) shall be subject to the same approval and acceptance procedure as the original Quality Plan. In case of revision, work should continue in accordance with the current approved Quality Plan until the revised Quality Plan is accepted.

A standard template, Quality Plan Template for Suppliers and Subcontractors [3.3.2], is available from the Company for documenting the contract-specific Quality Plan, but the Seller may propose to use their own equivalent format.

Specifically for this contract, the QP must focus on demonstrating how the ITER specific requirements for the tubing will be achieved. Among other requirements, this QP shall demonstrate how the chemical composition, dimensional inspection, cleanliness, part marking, and packaging requirements from the Technical Specification [3.1.1] will be met.

### 6.4 Access for Source Surveillance Inspections

As part of the Company's quality assurance program, source surveillance activities may be conducted at the Seller's facility to ensure quality objectives are met. This requirement to provide access for on-site quality assurance surveillance shall also flow down to all the Seller's sub-tier contractors. Representatives of the IO or the French regulatory authorities or their representatives may come with inspectors as observers. Such surveillance may include auditing and monitoring of

production processes, in-process inspection and controls, chemical or physical certifications, final inspection and tests, preparation for shipment, and review of certification data. The Seller shall provide the above representatives access to all data, operating areas and processes pertinent to the subcontract, without exception. Source surveillance by any of the above representatives shall not constitute product acceptance by the Company and shall in no way relieve the Seller of the responsibility to furnish acceptable items.

To ensure the safety of Company and/or IO or regulatory representatives who visit the Seller's facilities, the Seller shall provide relevant information about their facility safety procedures including, for example, safety glasses, hearing and respiratory protection, emergency preparedness, rally point, and general safety rules; and shall review typical workplace hazards with the representative(s) upon their arrival.

### 6.5 Seller-Requested Deviations

The Seller may propose deviations from the specifications, drawings, or other technical or administrative requirements of this procurement, but they must be approved by the TPO prior to implementation. Where time is a consideration, the Seller may communicate the proposed deviation directly to the TPO (via e-mail correspondence), with a copy to the Company's Procurement Officer. The request should identify the affected items, drawing/specification number and revision number, **a description of the proposed deviation, and the engineering justification for it**. A form is provided to assist the Seller in requesting a Deviation from the company [3.3.4]. The Company's TPO will evaluate the technical aspects and document a recommendation (cannot be verbal) to the Procurement Officer, who will communicate acceptance or disapproval to the Seller.

**NOTE:** The acceptance of a Deviation Request in no way limits or affects the warranty provision of the subcontract. Such a request shall not establish a precedent or obligation to accept existing or future items not conforming to all provisions of the subcontract.

### 6.6 Seller-Identified Non-Conformances

The Company expects to receive equipment items, components, materials, software, and documentation that conform to all codes, standards, specifications, and procedures in the subcontract. When a non-conforming condition is identified, the Seller shall submit the non-conformance to US ITER to control the non-conforming item or process, document the condition, and bring the issue to closure.

The Seller shall:

1. Identify and segregate when practical, the non-conforming item.
2. Stop any further work on the item until a decision is made.
3. Provide written notification of the discovered non-conformance and the discovery date (via email, copy of internal NCR form, US ITER NCR form partially filled out) to the TPO, with a copy to the Procurement Officer and QARO, as soon as possible but no longer than five (5) business days from discovery.

4. After the discovery process is complete, provide any additional details, proposed dispositions, and justifications (as necessary) to the Company in a Non-Conformance Report using US ITER's Non-Conformance Report Form [3.3.5].

Two categories of non-conformances are considered: Major and Minor. The categorization will be made by the Company with concurrence from the IO Technical Responsible Officer. Generally, a Major nonconformity is one that could affect a critical requirement, such as performance, safety, reliability, operability, traceability, interchangeability, or regulatory requirements. Minor non-conformances normally are those with no such impact.

### **Major Non-Conformance**

Non-conformances identified as Major will require completion of a Root Cause Analysis (RCA). Following the RCA, the proposed remedial action for a major non-conformance shall be implemented only after written acceptance from the Company.

### **Minor Non-Conformance**

If the Company dispositions the non-conformance as "minor", the Seller shall take actions to resolve the non-conformance within its own quality system. However, the remedial action may only be implemented following written approval by the Company.

Examples of minor non-conformances could include (but are not limited to) the following:

- Noncompliant cleanliness of material at receipt inspection that is remedied by an approved cleaning process.
- Failure of packaging that did not result in damage to the material.
- Failure to adequately complete an administrative process (e.g., document review & approval matrix) that does not affect the quality of final product.

#### **6.6.1 Non-Conformance Report**

The report should contain or refer to all relevant material available to enable an informed decision on the definite course of action to be taken.

A standard form [3.3.5] is available from the Company for documenting the non-conformance.

**NOTE:** The issuance and acceptance of an NCR in no way limits or affects the warranty provision of the subcontract. Such a request shall not establish a precedent or obligation to accept existing or future items not conforming to all provisions of the subcontract.



## 7 DELIVERABLES

### 7.1 Hardware

Quantities are described in detail by the associated Bill of Materials (BOM) [3.1.2]. The exact tubing lengths from the BOM are rounded up to the nearest 100 qty.

Hardware to be delivered for fulfillment of this SOW is defined in the table below:

Hardware Deliverable (HD)	Description	Part Number	Quantity
HD1	6 mm 304L Tubing	To be Provided by Seller	42,500 meters
HD2	12 mm 304L Tubing	To be Provided by Seller	2,000 meters
HD3	38.1 mm 304L Tubing	To be Provided by Seller	1,000 meters
HD4	¼" VCR Weld Gland	6LV-4-VCR-3-6MTB7	7,072 pieces
HD5	¼" VCR Female Nut	SS-4-VCR-1	7,072 pieces
HD6	¼" VCR Gasket Retainer Assembly	SS-4-VCR-2-GR	10,608 pieces
HD7	½" VCR Weld Gland	6LV-8-VCR-3-12MTB7	320 pieces
HD8	½" VCR Female Nut	SS-8-VCR-1	320 pieces
HD9	½" VCR Gasket Retainer Assembly	SS-8-VCR-2-GR	480 pieces

### 7.2 Documentation

The documentation deliverables and the corresponding sections of this SOW are listed in the table below.

Document Deliverable (DD)	Document Name	Referenced Section
DD1	Project Kick-off Meeting Minutes	4.1.1
DD2	Project Plan	4.1.4
DD3	Progress Meeting Notes	4.1.5
DD4	Quality Plan (including applicable SOPs)	4.2.1
DD5	Material Reports and Data Sheets	4.3.1
DD6	Cleaning Procedure	4.3.2

<b>Document Deliverable (DD)</b>	<b>Document Name</b>	<b>Referenced Section</b>
DD7	Dimensional Inspection Results	4.3.3
<b>DD8</b>	Tubing Impurity Results	4.3.4
DD9	Manufacturing Dossier	4.4.1
DD10	Contractor Release Note	4.4.2
DD11	Certificate of Conformity	4.4.3
DD12	Packaging Design Documentation	5.1.1
DD13	Pre-Shipment Documentation	5.2
DD14	Deviation Requests (if applicable)	6.5
DD15	Non-Conformance Reports (if applicable)	6.6