



Atoms for Peace

الوكالة الدولية للطاقة الذرية
 国际原子能机构
 International Atomic Energy Agency
 Agence internationale de l'énergie atomique
 Международное агентство по атомной энергии
 Organismo Internacional de Energia Atómica

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 India

In reply please refer to extension: (+431) 2600-21715

September 24, 2015

Requisition No: TAL-NAPC20150921-003

Exclusively home based: Yes

Dear Mr Lalremruata Bawitlung,

This SPECIAL SERVICE AGREEMENT (hereinafter referred to as the "Agreement") is entered into between the International Atomic Energy Agency, whose address is Vienna International Centre, P.O. Box 100, 1400 Vienna, Austria (hereinafter referred to as the "IAEA"); and Lalremruata Bawitlung, whose address is: B-27, Vaivakawn (hereinafter referred to as the "Subscriber"), who are hereinafter also individually referred to as a "Party" and collectively as the "Parties".

WHEREAS the IAEA desires to engage the services of the Subscriber on the terms and conditions set forth hereinafter, and

WHEREAS the Subscriber is ready and willing to accept this engagement of services with the IAEA on the terms and conditions set forth hereinafter,

NOW THEREFORE the Parties agree as follows:

- Main purpose

Measurement and compilation of zinc-70 neutron capture cross sections (a candidate of reactor dosimetry reaction) for first neutrons.

- Function/Key results expected (Statement of Work):

(1) Measurement of zinc-70 neutron capture cross sections for fist neutrons provided from a quasi-mono energetic

neutron source. (2) Detailed documentation of the experimental procedures and results as an INDC report. (3) Review of existing EXFOR entries for this reaction/quantity. (4) Compilation of the obtained cross sections for EXFOR.

- Functional Title of Supervisor

Nuclear Data Physicist

- Duration of this Agreement

The Agreement shall take effect on October 1, 2015 and shall expire on the satisfactory completion of the services described in paragraph (a) above, but in any event not later than September 30, 2016, without any advance notice between the Parties hereto. The aggregate number of days for which the services of the Subscriber will be required shall not exceed 34.

- Consideration

As full consideration for the services performed by the Subscriber under the terms of this agreement, **the IAEA shall pay the Subscriber a total fee of EUR 5100 for the work performed (expected duration in working days 34).**

After reaching the maximum total duration of two years on aggregate engagements or aggregate service under any combination of non-competitive appointments and/or engagements, the subscriber shall be ineligible, for a period of twelve months, for an engagement under AM.II/11 (SSA) or for an appointment under Staff Regulation 3.03 (Staff contract), unless this appointment is the result of a competitive recruitment process in accordance with AM.II/3, subject to the maximum tour of service.

- Other

II. STANDARD CONDITIONS

(a) Standards of Conduct

The Subscriber shall comply with the Standards of Conduct for Personnel Other Than Staff Members, as annexed to the Agreement. These obligations do not cease upon completion of the services as described in paragraph (a) of the Special Conditions, or upon termination of the Agreement in accordance with paragraph (g) below.

(b) Status of Subscriber

The Subscriber shall serve in his/her personal capacity and not as a representative of a Government or of any other authority or entity external to the IAEA.

The Subscriber shall not be considered in any respect as a staff member of the IAEA or as an Official within the meaning of Article XV of the Headquarters Agreement or Article VII of the Agreement on the Privileges and Immunities of the Agency.

The Subscriber may be granted the status of Expert within the meaning of Article XVI, Section 42 of the Headquarters Agreement and/or Expert on Mission for the Agency within the meaning of Article VII of the Agreement on the Privileges and Immunities of the Agency, as required.

(c) Social Security

The IAEA shall not pay any contribution to any social security or insurance scheme for the services performed under the Agreement. The Subscriber is fully responsible for arranging, at his/her own expense, such life, health and other forms of insurance covering the period of his/her service for the IAEA, as appropriate.

The Subscriber is excluded from participation in the United Nations Joint Staff Pension Fund.

(d) Title Right

All rights, title and interest, including, without limitation, all copyrights and patents, in and to any materials produced and invention developed by the Subscriber in the performance of his/her functions under the Agreement, shall vest exclusively in the IAEA. Should the IAEA publish any such materials, it shall give therein due acknowledgment to the Subscriber.

The Subscriber shall ensure that such materials do not contain any matter that infringes any proprietary rights, and the Subscriber shall hold the IAEA harmless and indemnify it for any suits or claims regarding such infringements.

(e) Sub-contracting and Assignment

The Subscriber shall not subcontract, assign, transfer, pledge or make other disposition of the Agreement or any part thereof, or of his/her rights, claims, or obligations under the Agreement, without the prior written consent of the IAEA.

(f) Delay in Completing Services

In the case of a delay in completing the services under the Agreement for health or other reasons, the Agreement may, depending on the circumstances, be extended to allow for completion of the services without otherwise changing its terms, or, alternatively, the compensation may be reduced to no more than the actual amount of work performed to the satisfaction of the IAEA, as assessed by the IAEA, in accordance with the terms of the Agreement.

(g) Termination

The Agreement may be terminated, without cause, by either of the Parties, by giving notice, in writing, to the other Party. The period of notice shall be five calendar days if the maximum duration of the Agreement is less than two months and fourteen calendar days if the Agreement is for a longer period, in accordance with paragraph (e) of the Special Conditions above.

In the event of termination for a breach of an essential term of the Agreement, including a violation of the Standards of Conduct under paragraph (a) above, no notice is required.

If the Agreement is terminated by the IAEA other than for a breach of an essential term, the Subscriber shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the IAEA, as assessed by the IAEA in accordance with the terms of the Agreement. If the Agreement is terminated by the Subscriber, any additional costs incurred by the IAEA resulting from such termination may be withheld from any amount otherwise due to the Subscriber.

(h) Settlement of Disputes

Any dispute between the Parties arising out of the interpretation or application of the Agreement which is not settled by negotiation shall be submitted to arbitration by either Party in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL). The place of arbitration shall be Vienna, Austria. The number of arbitrators shall be one. The arbitration award shall be accepted by the Parties as the final adjudication of the dispute.

(i) No alteration

No provision in any exchange of correspondence may alter the terms and conditions of the Agreement. Any provision in any exchange of correspondence that deviates from the terms and conditions of the Agreement shall be void and of no effect.

(j) Taxation

The IAEA undertakes no liability for taxes, duty or other contributions payable by the Subscriber on payments made under the Agreement.

Attachments

- [20150129_ANNEX II TO AMII-11.pdf](#)
- [20150129_CONFIDENTIALITY UNDERTAKING .pdf](#)
- [20150129_STANDARDS OF CONDUCT.pdf](#)

Offer electronically accepted by: Bawitlung, Lalremruata

Offer electronically accepted on: Sep 25, 2015 8:18 AM

Offer electronically accepted from: 117.252.236.72