

October 18, 2007

**Technical Document 4**  
attached to the  
Convention concerning the construction and operation of a  
Facility for Antiproton and Ion Research in Europe (FAIR)

**Procedure for the acceptance of in-kind contributions and the  
related evaluation method**

## **Procedure for the acceptance of in-kind contributions and the related evaluation method**

This Attachment to the FAIR Convention covers the following subjects regarding contributions in-kind.

- a) Definition of in-kind-contributions
- b) Allocation of responsibilities to contribute in-kind
- c) Production of in-kind components / work packages
- d) Roles and responsibilities
- e) Disputes

### **a) Definition**

An In-kind contribution is the supply of a technical component or group of components or work package(s) for the FAIR facility as described in the Baseline Technical Report. In-kind contributions can be delivered by shareholders instead of, or in addition to a cash contribution to the FAIR company (FAIR GmbH). They are therefore accounted as shareholders' contributions to the FAIR GmbH.

As an option in-kind might also cover

- The personnel needed for the installation and integration of the in-kind contribution on site or
- Personnel contributions to specific tasks during the construction phase.

A detailed overview and a list of all components which are needed is given by the Baseline Technical Report for FAIR. The value of an in-kind contribution to the FAIR facility is defined by the corresponding figure in the cost book for the FAIR facility.

### **b) Allocation of responsibilities to contribute in-kind, accounting for contributions:**

Any member interested in taking the responsibility for an in-kind contribution can - if so required - get full access to the technical description and calculation of the expressed value of this contribution, including all relevant information.

An In-Kind Review Board with at least six members will be set up as a sub-committee of the FAIR Council. The composition and details of the mandate of the Board will be regulated in a by law. The FAIR management will appoint two members of the Board. The other members will be nominated by the Scientific Council. All appointments will have to be approved by the Council.

During execution of the project, the FAIR Management and the In-Kind Review Board, will assess the proposal of a member to provide an in-kind contribution and will submit a recommendation for decision to the Council.

The decision to allocate responsibility to contribute in-kind includes the agreed attributed values per country as well as the planned timescales, including delivery dates and milestones.

The value does not include a contingency for risks or uncertainties. Hence an overall provision for risks should be made by the in-kind contributor together with its funding agency.

### **c) Production of in-kind-components / work packages:**

Each contribution in-kind will be the object of a specific contract agreed between the FAIR GmbH and the institution (institute or consortium of institutes) concerned. This contract has to be confirmed by the respective ministry (funding agency) of the collaborating institute(s) providing the in-kind contribution.

This contract will serve as the basis for the production and delivery of the in-kind-contribution. Therefore it should at least include:

- o A detailed technical description of the contribution to be made including the technical specifications*
- o Time schedules and milestones*
- o Deliverables*
- o Quality assurance criteria*
- o Criteria and procedures for performance testing and acceptance,*
- o Description of the financial and technical control system which has been established for the production of the In-kind contribution.*
- o The appointment of technically responsible persons.*
- o IPR and consequences of default*
- o Participation to the commissioning*

### **d) Roles and responsibilities:**

The relationship between the FAIR Management and the institution(s) contributing in-kind shall be understood as follows:

The party/parties contributing in-kind will have the full technical, financial and commercial responsibility, for all cost and expenditure, for the production and delivery of the in-kind-contribution.

The FAIR Management will be allowed to supervise the technical progress of the in-kind-production and will therefore get access to all relevant information and data.

### **e) Disputes:**

Any problems arising during the execution of the in-kind-contribution shall be mutually settled between the parties. First, the respective project management units of the parties will have to be involved. In the event that a solution cannot be reached, the conflict shall be discussed between the managing directors of the FAIR GmbH and of the institution(s) delivering in-kind. If no agreement can be reached, the question shall be finally decided by the Council.

If a serious problem arises which cannot be resolved by the party/parties in charge of the in-kind contribution, the FAIR management will have the right to propose to the Council adequate measures, including the change of responsibilities for the in-kind contribution.