

In-kind at GANIL

Summary of task 3, work package 2

Sonia UTERMANN and Haik SIMON

Goals of the in-kind working group

A process for

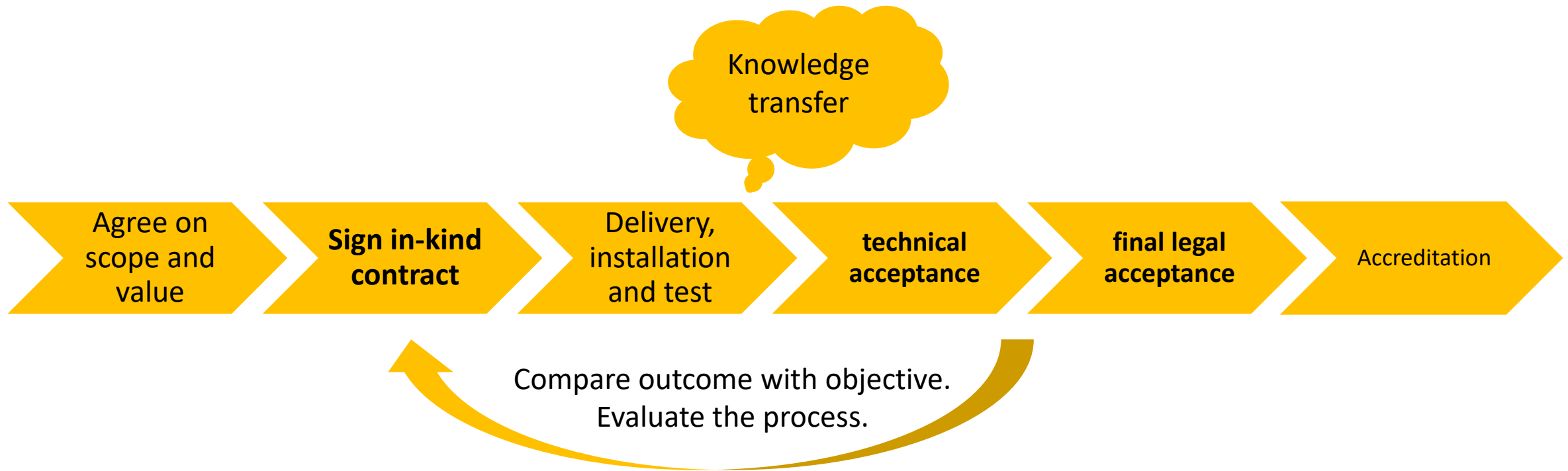
- ✓ Past in-kind contributions – test case CZ
- ✓ The four steps to acceptance
- ✓ Planned in-kind contributions – test case CZ
- ✓ Future (potential) in-kind contributions

✓ = done

- Jean-Claude Foy
- Gilles de France
- Bertrand Franel
- **Sabrina Lecerf**
- Xavier Ledoux
- **Marek Lewitowicz**
- François de Oliveira
- **Sonia Utermann**
- Héloïse Goutte

Thanks to Felix Arndt

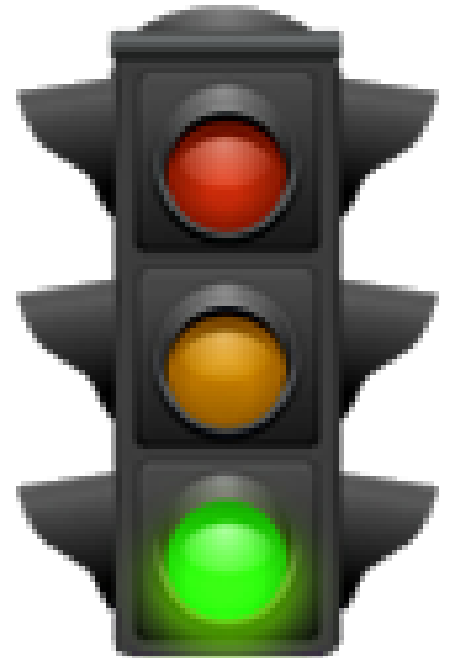
GANIL in-kind procedure



1. Quality gates and testing for future in-kind contributions

- Conceptual design review (CDR)
- Final design review (FDR)
- Release for serial production (e.g. after FAT and SAT on a prototype/first of series)
- Factory acceptance test (FAT): testing that takes place on the provider's premises, usually by the provider.
- Site acceptance tests (SATs)
 - SAT1- "delivery": this is a visual inspection that the item has arrived complete and without visible damage.
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 - SAT3 – "with beam": the tests of the item with beam.

For critical and expensive items, the test protocols for FAT and SAT should be agreed beforehand.



2. Technical acceptance

YES	NA	Check
		The scope of the agreement and the scope of the delivery are the same.
		All changes to scope were documented and agreed by me in advance
		All spares and consumables were delivered
		The mandatory documentation has been delivered: safety, operation, maintenance and repair, CE certification
		All agreed designs, blueprints and CAD models uploaded to an electronic document management system
		FAT was carried out
		SAT1 – “delivery” was carried out
		The contribution is installed
		SAT2 – “installation” was carried out
		SAT3 – “with beam” was carried out
		The relevant SAT protocol is complete and uploaded to an electronic document management system

The appropriate level of site acceptance testing is chosen by the scientists

To the best of my knowledge, the contribution is **COMPLETE** and **WITHOUT DEFECTS** or

The contribution is **COMPLETE** and has the **DEFECTS LISTED IN THE APPENDIX**

4. Legal acceptance: the easy case

If the delivery is **COMPLETE** and **WITHOUT DEFECT**

- Fancy letterhead
- A few nice words
- The name of the in-kind contribution, part number etc.
- The context of the contribution, for example a bilateral partnership; the period to which the contribution is to be counted.
- “The in-kind obligation [name] has been fulfilled in its entirety. The cash equivalent value of the contribution is [value], price point [year]”

Yours sincerely,

The Director

4. Legal acceptance: the tricky case

If the delivery has defects, but a legal transfer of ownership is still needed for some reason, I suggest the following formalism, a simplified version of what we use at FAIR.

- Acceptance of defective Contract Work / Contract Performance. GANIL-SPIRAL2 reserves its rights with regard to the defects (article 1792 of the French Civil Code)
- Defects determined by GANIL are ...
- Any defects determined shall be removed by the Provider *within x weeks* at the latest (period for cure). If the period for cure expires without remedy, GANIL may remedy the defect itself at the Provider's expense

Summary

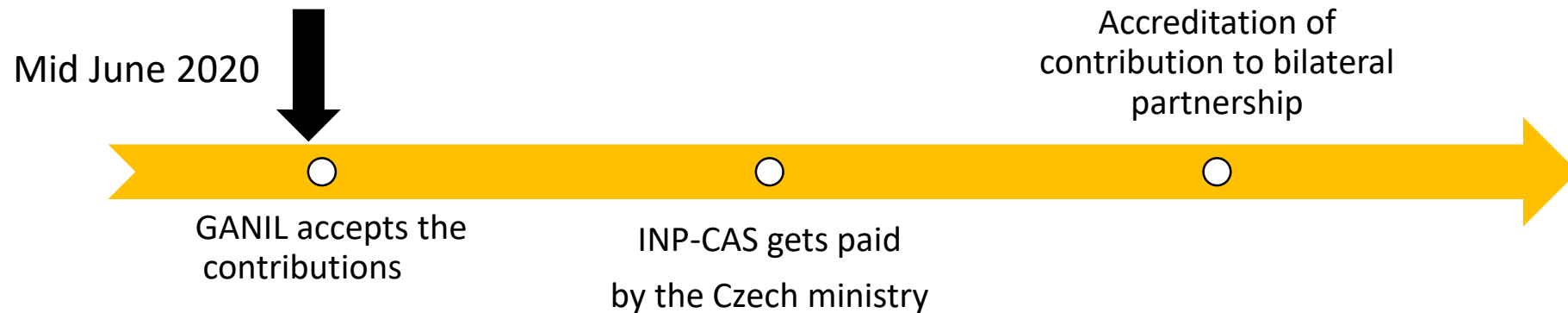
- The in-kind model was drafted, and agreed by Héloïse and Navin.
- SU, SL and ML negotiated a three-year bilateral agreement with CZ.
- The in-kind aspect was included in an annexe to the bilateral agreement.
- SU consulted scientists at GANIL and GSI to draft a three stage acceptance procedure.
- SU, SL and ML have negotiated this with the CZ partner.
- Task completed, stretch task completed, all done!
- SU is no longer employed on IDEAAL.

End of presentation

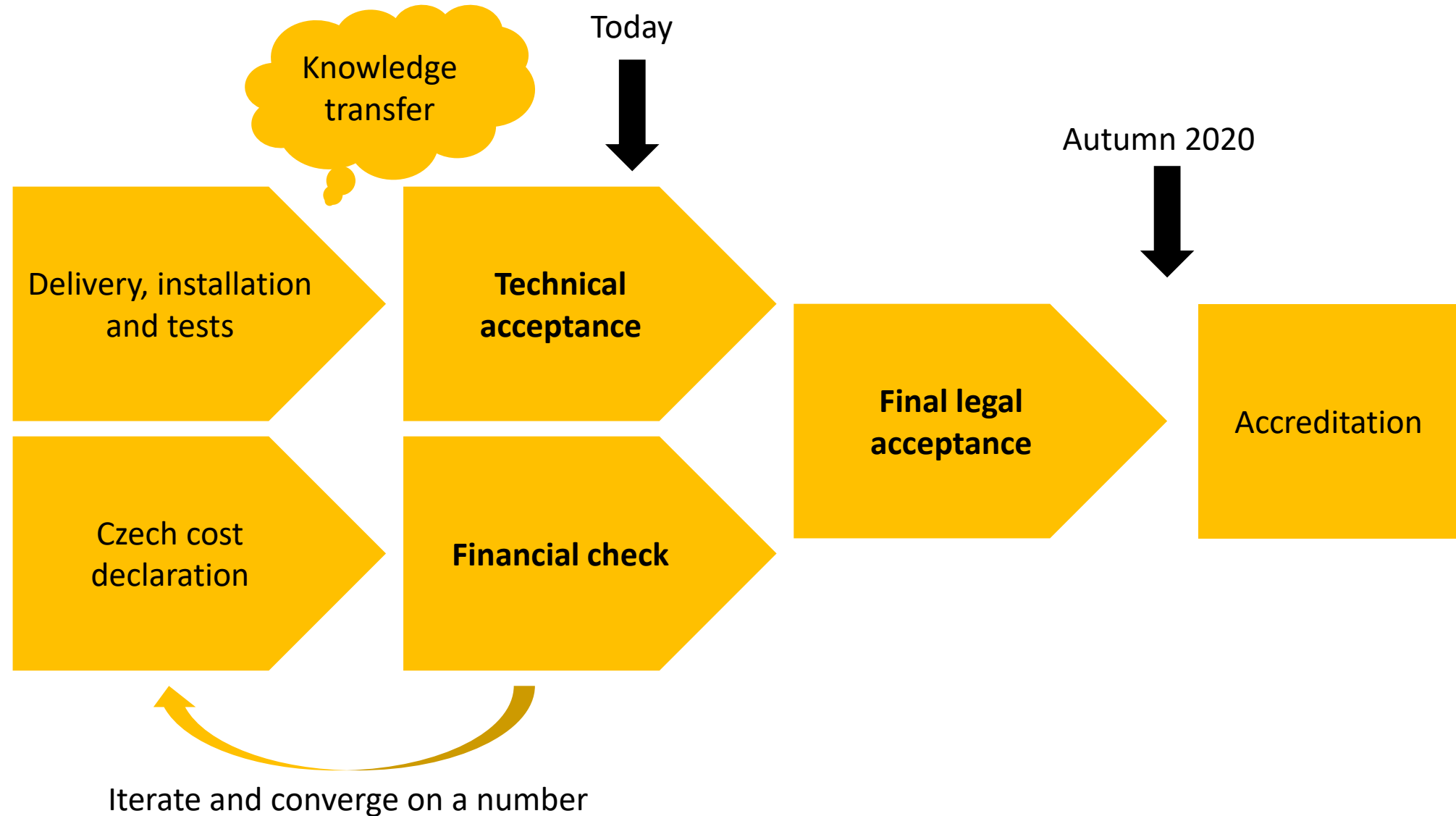
Past in-kind contributions – test case CZ

In 2016 – 2019 INP-CAS provided the

- ROBOT demonstrator
- RF (isotope production) target
- NFS irradiation chamber
- + materials and labour



Acceptance process for past in-kind



CE certification is self declaration



<https://www.cemarkingassociation.co.uk/process/#squelch-taas-tab-content-0-5>

https://europa.eu/youreurope/business/product-requirements/labels-markings/ce-marking/index_en.htm#shortcut-1

Open questions

- What about intellectual property? (I have a suggestion)
- What type of warranty do you want?

3. Financial assessment

Was the in-kind value agreed in advance? If yes, please attach the agreement and proceed without the table.
If not, please complete the following checklist with YES or NA (not applicable), making sure you agree the value with the Provider **in writing**.

YES	NA	Check
√		I have checked all relevant invoices
√		I have checked all timesheets or similar documentation
√		All personnel costs are in agreement with French tariffs
√		The delivery is commensurate with the in-kind value (arm's length principle applied)
√		The in-kind value has been agreed with the provider (the signed agreement is in the appendix)

The in-kind value of the contribution is (value in Euro)

xxxx €

Price point (date of assessment)

yyyyy

I have done DUE DILLIGENCE and I am satisfied that the financial assessment is a FAIR REFLECTION OF THE FINANCIAL VALUE of the in-kind contribution.

Intellectual property

“The Provider will provide all rights necessary for the purpose of this contract (e.g. the rights to use, repair and modify the contribution, do research on the contribution and publish all results and the designs done by the Provider. These rights have to be provided to GANIL. GANIL is also entitled to pass the rights to somebody else (e.g. other scientists or institutes). The Provider acknowledges this is an essential part of the contribution.”

Big open question (not for this meeting)

What is GANIL's long-term internationalisation strategy? If GANIL is to become international and thus remain on the ESFRI roadmap, it cannot continue to “give” its assets to CEA and CNRS. This is not compatible with a further signatory on the Contrat Constitutif. Nor is it good asset management practice. My recommendations:

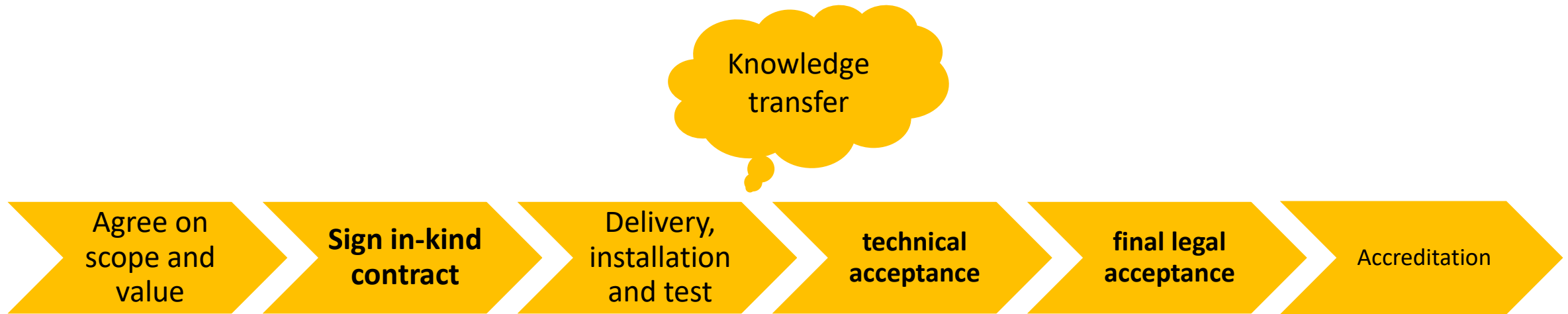
EITHER

- Start a GANIL asset and life-cycle management system. All items provided to GANIL are the property of GANIL only. This means GANIL will need to insure its property too.

OR

- Remain a national laboratory and lose ESFRI landmark status. Do we even need the ESFRI status?

Future in-kind process



Task list ~~(done)~~

- EU providers should provide CE certification, but they will need help with this. Who at GANIL will help? Stéphanie Parret-Gatel? → if you don't get it from the provider, you have to do it yourself!
- What French tariffs shall we take for calculating the in-kind value of a contribution? Look at CEA and CNRS tables and decide on two or three figures. → Bertrand
- ~~Communicate our planned process to Jaromir. Agree on a timeline and deadlines → Marek will schedule a Skype meeting with Jaromir CW 11.~~
- ~~Financial assessment~~
- Technical acceptance → responsible scientists - in progress (chasing documentation)
- ~~Decide on what should be in the in-kind contract for planned Czech contributions → later, not now.~~

Extra slides

Stakeholders ~~(not consulted)~~

- GANIL directorate
- GANIL administration
- Scientific work package leaders at GANIL
- In-kind partners
- ~~GANIL shareholders: CEA and CNRS~~

Starting point

- Draft bilateral agreement (task 1) – DONE
- Past and current in-kind contributions
- “guinea-pig”: the Czech Republic

At some point in the future...

- New partners in the GIE contrat constitutive
- 5-year bilateral agreements signed
- GANIL remains on the ESFRI roadmap

Points addressed

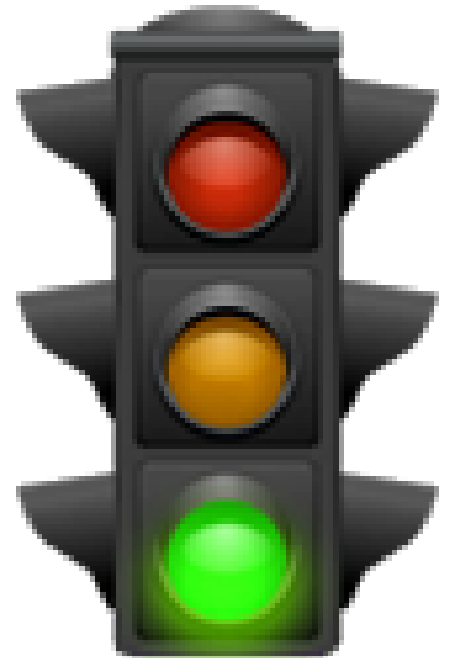
- Rules of play within the bilateral agreement
- Cash value of in-kind contributions
- Needs of the partner with respect to their funding agencies
- Acceptance procedure
- Transfer of ownership
- Division of risk and responsibility

The spirit of in-kind collaboration

- **Scientific collaboration and advancement**
- **Trust**
- **Compliance**
- **Safety of operation**
- **Flexibility**
- **Simplicity – let's just get on with the science!**

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What's in a contract?

- **Scope**
- Deliverables
- Deadlines
- Quality gates
- Acceptance criteria
- Testing
- Spare parts
- Warranty
- Installation
- Type of use and users
- Documentation (in English or French)
- Design and intellectual property, exploitation rights
- **Financial value of the contribution.**
- **CE certification**

What's in a contract?

- **Scope**
- Deliverables
- Deadlines
- Quality gates
- Acceptance criteria
- Testing
- Spare parts
- Warranty
- Installation
- Type of use and users
- Documentation (in English or French)
- Design and intellectual property, exploitation rights
- **Financial value of the contribution.**
- **CE certification**

- 1. Scientists and admin agree on a wish list**
- 2. Wish list is negotiated**
- 3. The negotiated content is assembled in modules**
- 4. Sign the contract**

