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## HR Level 2

# ITER Project Associates - Scheme

This document defines the Governing Conditions of the ITER Project Associate scheme, agreed between the ITER Organization and Domestic Agencies.

<i>Approval Process</i>			
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*Change Log*

**ITER Project Associates - Scheme (PN7SU5)**

<i>Version</i>	<i>Latest Status</i>	<i>Issue Date</i>	<i>Description of Change</i>
v1.0	Approved	06 Jul 2015	
v1.1	Approved	06 Jan 2016	Version 1.1 takes following changes into account: <ul style="list-style-type: none"><li>- reference to ITER Agreement;</li><li>- possibility for IO to compensate IPA salary;</li><li>- French work permit not needed;</li><li>- clarification of IPA responsibilities;</li><li>- possibility of part-time IPA assignment;</li><li>- insertion of IDM references for templates.</li></ul>
v2.0	Approved	04 Nov 2016	Complete review of the IPA scheme, approved by the Director-General and endorsed by the Executive Project Board on 28 October 2016
v2.1	Approved	17 Nov 2017	Revised scheme endorsed by the Executive Project Board on 17 November 2017  In addition to editorial changes, the modifications are: <ul style="list-style-type: none"><li>- Section 4: clarification of FDP role</li><li>- Section 6: simplification of the process</li><li>- Section 11: clarification that IPAs are entitled to a special residence card and that no work permit is required</li></ul>
v2.2	Approved	13 Jan 2020	New version endorsed by the EPB by written procedure on 10 January 2020. The changes are: <ul style="list-style-type: none"><li>- Alignment of responsibilities with the reorganization effective on 1 January 2020;</li><li>- Clarification of roles, processes and documentation actually in place for IPA assignment;</li><li>- Clarification of the taxable regime.</li></ul>
v2.3	Signed	07 Sep 2023	New version endorsed by the EPB on 30 August 2023. The main changes are: <ul style="list-style-type: none"><li>- possible extension of assignment for up to 2 additional years</li><li>- increased allowance ceiling</li><li>- clarifications on eligibility to become IPA/Home Institute</li><li>- possible affiliation to French social security</li><li>- clarification on occupational health and safety requirements for Home Institutes</li></ul> This version enters into force on 1 October 2023 with immediate effect. However, the updated costs possibilities will be opened only to proposals received from Home Institutes for new IPA assignments that are submitted as of this date.
v2.4	Approved	08 Sep 2023	Clarification regarding initial IPA duration in Section 5

# **ITER PROJECT ASSOCIATE SCHEME**

The ITER Project Associate Scheme allows the employees of ITER Members' Institutes, Universities, Industrial Enterprises, and other relevant bodies (hereafter referred to as Home Institutes) to participate in the ITER Project. Through this scheme, Home Institute employees can contribute with their expertise to strengthen international cooperation and integration between the ITER Organization (IO) and the Domestic Agencies (DA)/ ITER Members.

## Table of Contents

<b>1</b>	<b>PURPOSE</b> .....	<b>3</b>
<b>2</b>	<b>RATIONALE OF THE SCHEME</b> .....	<b>3</b>
<b>3</b>	<b>DEFINITIONS AND ABBREVIATIONS</b> .....	<b>4</b>
<b>4</b>	<b>ROLES</b> .....	<b>4</b>
<b>5</b>	<b>ELIGIBILITY AND IPA ASSIGNMENT DURATION</b> .....	<b>5</b>
<b>6</b>	<b>THE IMPLEMENTATION PROCESS</b> .....	<b>5</b>
6.1	EXPRESSION OF INTEREST (EOI).....	5
6.2	MEMORANDUM OF AGREEMENT (MOA), MEMORANDUM OF UNDERSTANDING (MOU) AND COOPERATION AGREEMENT (CA) .....	6
6.3	IMPLEMENTING AGREEMENT (IA).....	6
6.4	IPA NOMINATION FORM AND IPA REGISTRATION FORM .....	6
<b>7</b>	<b>RESPONSIBILITIES</b> .....	<b>6</b>
7.1	THE ITER ORGANIZATION (IO) .....	6
	<i>Missions</i> .....	7
7.2	THE HOME INSTITUTE (HI) .....	7
7.3	THE ITER PROJECT ASSOCIATE (IPA).....	8
	7.3.1. <i>General Responsibilities</i> .....	8
	7.3.2. <i>French Tax</i> .....	8
<b>8</b>	<b>SKILLS DEVELOPMENT</b> .....	<b>9</b>
<b>9</b>	<b>ITER ORGANIZATION SUPPORT TO IPAS</b> .....	<b>9</b>
<b>10</b>	<b>HEALTH AND SAFETY</b> .....	<b>9</b>
<b>11</b>	<b>RECORDING OF CONTRIBUTIONS AND IPA FUNDING</b> .....	<b>10</b>
<b>12</b>	<b>ADMINISTRATIVE FORMALITIES</b> .....	<b>10</b>
<b>13</b>	<b>DISPUTE RESOLUTION</b> .....	<b>11</b>
<b>14</b>	<b>INTELLECTUAL PROPERTY AND CONFIDENTIALITY</b> .....	<b>11</b>
<b>15</b>	<b>PEACEFUL PURPOSES</b> .....	<b>11</b>
<b>16</b>	<b>FINAL PROVISIONS</b> .....	<b>11</b>

## 1 PURPOSE

This document defines the governing conditions of the ITER Project Associate (IPA) scheme (hereinafter referred to as the “IPA Scheme”), agreed between the ITER Organization (IO) and Domestic Agencies (DA).

The aim of this scheme is to allow nationals of the ITER Members originating from the scientific, technological and industrial communities to participate in the design, manufacturing, construction and operation of the ITER Facilities or any other functions in support of the ITER Project via the collaboration between the ITER Organization and their Home Institute.

The participation to this scheme of Home Institutes and/or nationals of non-ITER Members is subject to prior ITER Council approval.

## 2 RATIONALE OF THE SCHEME

2.1. ITER Project Associates (IPA) are employees of a Home Institute (HI) which can be a DA or another legal entity established within territory of one of the ITER Members.

2.2. Through this scheme, HI employees are offered the opportunity to contribute to the ITER Project, with hands-on experience and further skills development in different technical and non-technical fields of expertise.

The technical knowledge gained would be ultimately used for the future development of fusion within the territories of the ITER Members.

2.3. The IPA will perform activities for the IO for a period of time in the framework of an Implementing Agreement (IA) and a Nomination Form signed between the HI and the IO. These activities will be performed for the IO, on or off the ITER Site. IPAs are assigned by the HI to carry out these activities on a full time or part-time basis.

2.4. While the HI may nominate potentially suitable IPA candidates, the IO shall make the final decision on the suitability of their skills and experience during the assessment of proposals.

2.5. The existing employment conditions existing between the HI and the IPA shall remain in force for the duration of their assignment with the IO. Any salary and related benefits remain under the responsibility of the HI.

2.6. IPAs are not ITER Staff Members and, as such, are not entitled to ITER Staff Member benefits, nor any of the related privileges and immunities.

### **3 DEFINITIONS AND ABBREVIATIONS**

CA: Cooperation Agreement  
DA: Domestic Agency  
DG: Director-General of the ITER Organization  
EoI: Expression of Interest  
HI: Home Institute  
HR: IO Human Resources  
IA: Implementing Agreement  
IO: ITER Organization  
IPA: ITER Project Associate  
LGA: IO Legal Affairs  
MoA: Memorandum of Agreement  
MoU: Memorandum of Understanding  
PD: IO Procurement Division  
RO: IO Responsible Officer with delegated authority  
TRO: IO Technical Responsible Officer

### **4 ROLES**

The DG or his delegate is responsible for the overall management of the IPA Scheme and for deciding on exceptional derogations.

The RO is responsible for initiating the request and defining the content of an Expression of Interest (EoI), liaising with HR on the draft terms and assignment conditions.

DA(s) may provide assistance in the promotion of the IPA scheme and in encouraging and/or centralising applications from other HIs through their designated contact points.

The RO, with the support of the relevant DA if required, selects the appropriate HI in coordination with HR.

LGA is responsible for preparing and following up on the signature of MoAs / MoUs / CAs.

HR, LGA and PD shall be responsible for ensuring that there is no conflict of interest on HI activities with the IO and that there is no overlap, duplication or conflict with existing or expected contracts placed or to be placed by the IO.

HR is the main contact point for the implementation of the IPA Scheme (including negotiation with the DA/HI, drafting of the IA, Nomination Form and support to the IPA, together with the concerned unit and the selected HI).

The IA shall be signed by the DG or his delegate and the HI. When required, the IA shall be endorsed by the relevant ITER Member competent authority.

The TRO is responsible for the assignment and monitoring of work objectives within the IO to the IPA.

## **5 ELIGIBILITY AND IPA ASSIGNMENT DURATION**

The IPA Scheme is open to any HI (public or private legal entities) which has signed a MoA/MoU/CA with the IO, defining areas of common interest. Private legal entities are eligible to become a HI only to the extent that they are already engaged in the ITER Project, directly or through the DA, as long as they are not in a situation of conflict of interest between this engagement and the IPA's activities.

Individual IPA assignments shall, in principle, not exceed four years. However, upon DG or DG delegate approval, the assignment of IPAs may be extended for up to two additional years. If the IPA is employed by a HI that is a private legal entity, such extension shall be conditioned to the conflict of interest principle, in particular to the impossibility to participate to tender or be awarded contract(s) with the IO on scopes that are directly or indirectly linked with the IPA's activities for the duration of the extension.

In all cases, the IPA assignment shall not continue beyond the term of the MoA/MoU/CA or of an IA.

## **6 THE IMPLEMENTATION PROCESS**

### **6.1 Expression of Interest (EoI)**

The process is initiated at unit level. The initiating unit will nominate a TRO and RO and shall request the publication of a call for an EoI on the IO website. The EoI shall be made available to all ITER Members.

The TRO and RO, in consultation with HR, will define and draft the content for the EoI including details on the assignment and the activities to be performed.

Interested HIs shall submit a proposal based on the IO template. This proposal shall include, with justification:

- (i) Details of resources to be nominated as IPA with proposed skill sets in answer to the EoI;
- (ii) Any administrative costs requested from the IO by the HI to cover the execution of the proposed assignment;
- (iii) Any other relevant information required for the implementation of the proposed assignment.

The proposed IPA shall have at least 12 months seniority in the HI at the time of submission of the proposal except if:

- The HI is a DA or a public legal entity, or
- The purpose of the proposal is to replace a departing IPA at the request of the IO before the agreed end of the assignment.

Additionally, the proposed IPA shall not have spent time at the ITER Site working on the ITER Project under a different legal status except if:

- The HI is a DA; or
- A waiting period, the duration of which shall correspond at least to one third of any previous on-site assignment(s) as determined by HR in coordination with LGA, is

observed between the successive assignments. The waiting period is calculated based on the number of days the IO is open.

The TRO and RO will carry out a joint evaluation of the HI proposal(s) and may request clarifications from the HI, or to elaborate further on the details of the proposal. An assessment of the proposal will also be performed by the IO on potential conflicting situations or risks to the IO.

If MoA/MoU/CA and IA are already in place between the IO and the HI, once the selection is confirmed the process will continue under section 6.4. Otherwise, sections 6.2 and 6.3 shall apply.

## **6.2 Memorandum of Agreement (MoA), Memorandum of Understanding (MoU) and Cooperation Agreement (CA)**

HIs collaborate with the IO through the signature of a MoU or a CA with public HIs and a MoA with private HIs. However, in case the HI is a DA or an ITER Member, the ITER Agreement shall be the basis of collaboration and no MoU/CA is required.

LGA is contacted by HR and drafts the content of a MoA/MoU/CA, following negotiations with the HI.

The agreed MoA/MoU/CA is signed by the IO and the HI.

## **6.3 Implementing Agreement (IA)**

HR shall then prepare an IA, including general conditions of assignment applying to all IPAs from the HI. The IA shall be signed by both the IO and HI.

After consultation and agreement of the HI, the IO may decide to include a provision for the reimbursement of the salary and related benefits, cost of the IPA to the HI. The IO may also consider the reimbursement to the HI of some administrative costs related to the IPA. The total amount of all these costs including any allowance paid to the IPA shall not exceed a maximum budget envelope determined by the IO.

## **6.4 IPA Nomination Form and IPA Registration Form**

Upon mutual agreement with the HI on the details of the IPA assignment (scope of activity, timeframe, nominated IPA(s), financial conditions, other implementation aspects), for each IPA, the IO HR prepares an individual Nomination Form (making reference to the IA). The Nomination Form is signed by the HI and the IO.

Each IPA shall be requested to provide details on the personal and administrative information to the IO HR. The IPA and HI shall in particular declare that they shall respect the general conditions of assignment and that appropriate mandatory health and social insurance cover for work in France has been contracted.

# **7 RESPONSIBILITIES**

## **7.1 The ITER Organization (IO)**

The RO and TRO shall be responsible for:



- monitoring the general execution of the IPA assignment;
- assigning specific activities in the frame of the Nomination Form;
- co-ordinating the IPA activities on the ITER Site, integrating the work with other activities, and enabling them to carry out their duties as defined in the Nomination Form;
- co-ordinating the IPA Site access, provision of facilities, tools and hardware/ software needed to carry out work outlined in the Nomination Form;
- monitoring compliance to the activities specified in the Nomination Form and ensuring appropriate quality monitoring,
- if foreseen in the Nomination Form, provide feedback to the HI for the purpose of assessing the IPA's performance.

HR shall administer the payment of any allowances directly to the IPA.

The IO shall provide civil liability insurance for activities carried for the IO and mission insurance for the IPA.

The IO shall ensure that the IPA has access to the ITER Commuter Bus service and canteen. The IPA will benefit from the IO subsidy applicable to the Commuter Bus and canteen. The IPA shall bear the remaining cost after deduction of the IO subsidy.

### **Missions**

IPAs may travel on mission as part of their IO assignment, upon request and approval of the RO and the RO's line management. The IO shall pay related costs under the IO Mission Budget for IPAs and in line with conditions detailed in the IA.

If indicated in the Nomination Form, full time IPAs may be entitled to one annual mission to their HI for each year completed in the assignment to IO. This is refunded and insured in the conditions referred to in the preceding paragraph.

## **7.2 The Home Institute (HI)**

The HI is responsible for:

- maintaining the employment of the IPA throughout the length of the assignment;
- ensuring that IPAs (and accompanying family members, if applicable) have the appropriate mandatory insurance cover (medical and social insurance, as well as occupational health cover) to work in France;
- managing IPA absence requests including sickness, with information and prior consultation, when required, of the IO;
- managing IPA administrative requests related to the status of the IPA as employee of the HI;
- ensuring that the IPA maintains the relevant level of certification/training throughout the duration of their assignment;
- occupational health and safety of the IPA;
- complying with applicable laws and regulations, in particular the French Order of 7 February 2012 establishing the general rules governing basic nuclear installations.

The HI shall continue to pay directly all salary and social contributions and benefits (including sick leave and other special leaves, as may be applicable) of the IPA.

The HI shall not publish or disclose, in writing or verbally, anything related to the activities of the IO without authorization from the IO.

### **7.3 The ITER Project Associate (IPA)**

#### **7.3.1. General Responsibilities**

The IPA shall:

- remain employee of the HI throughout the length of the assignment;
- carry out the scope of activities defined in the Nomination Form;
- participate in safety training, skills development workshops and missions required by the IO;
- use the facilities granted by the IO for work purposes only, and return all materials provided by the IO in good working order to the IO upon departure;
- not publish or disclose, in writing or verbally, anything related to the activities of the IO except under the terms of the Publication procedure ([344KKT](#));
- The IPA shall observe applicable laws and regulations, the IO's applicable rules, regulations and circulars, in particular the present IPA Scheme and all texts relating to safety, security and confidentiality (Internal Regulations ([27WDZW](#)));
- respect the discretion, integrity, impartiality and independence required of IPA, and refrain from seeking or accepting instructions from any Government or any other authority that is external to the IO regarding the services performed. They shall remain bound to this obligation even after the conclusion of the assignment. The signature of corresponding declarations may be required by the IO from the IPA.

#### **7.3.2. French Tax**

The IPA is responsible for the payment of tax in compliance with applicable national tax legislation (including income tax and VAT). IPA(s) residing in France are subject to declaration of income and at the end of the assignment (after having left France) to declaration of departure to the competent French Tax Authorities.

Living Adjustment allowances, Installation allowance and the salary received from the HI are taxable in France.

A taxable income is an income to be declared in the IPA tax declaration. This income is taken into account to determine the amount of tax that the IPA will have to pay.

Even if the IPA declares taxable income in France, due to a specific tax regime, they may not be taxed.

Indeed, each IPA's situation is specific and the IPA may be eligible to an exemption regime on the HI salary depending of the provision of the Double Tax Agreement signed between France and the HI's State. Living Adjustment allowances and Installation allowance be subject to a tax exemption regime in France called "impatriate regime". This is not a full exemption regime and limitations apply.

The IO will provide support, through LGA, for IPAs to make their tax declarations. A tax expert may assist the IPA during the first two years of assignment to determine if the IPA will be paying taxes in France.

## **8 SKILLS DEVELOPMENT**

The IO offers some opportunities for skills development. This shall be carried out at the IO as part of the IPA assignment.

The IPA shall undergo individual training and certification as may be required by French law and/or IO's Health and Safety requirements, according to the activities they shall perform.

## **9 ITER ORGANIZATION SUPPORT TO IPAs**

Each IPA may be provided with a Living Adjustment Allowance to consider the individual situation, up to a limit of 5,000€ /month.

Factors which will be considered in determining the allowance include:

- IPA's family situation and professional expertise;
- Difference in the cost of living between France and the territory in which the HI is located and the IPA had their place of employment prior to the IPA assignment.

An Installation Allowance may be paid by the IO to the IPA.

Living Adjustment Allowances are paid regardless of any time spent on mission as part of IO duties. They may be prorated or interrupted in case of prolonged absence of the IPA.

If an IPA is assigned part-time, the ITER Living Adjustment Allowance is paid in proportion to the overall (i.e. average) time spent. Part-time IPAs are not eligible to the installation allowance.

An IPA may receive reimbursement of their travel costs, for themselves and their relocating family dependents at the start and end the IPA assignment in accordance with conditions detailed in the IA and Nomination Form.

The IO provides the IPA with the annual leave entitlement of 2 working days for each month worked for the IO unless other conditions are agreed between the IO and the HI.

The IO shall coordinate the support from Agence ITER France for relevant administrative formalities with the Host State.

The children of IPAs are eligible to apply for the PACA International School (EIPACA) in Manosque.

All implementation aspects shall be included in the IA and/or Nomination Form.

## **10 HEALTH AND SAFETY**

The HI being the employer of the IPA, it remains responsible for all occupational health and safety aspects pertaining to employers under the applicable laws and regulations (including provisions of the French labour Code on health and safety matters).

The IO shall define prior to the start of the assignment all potential risk exposure and inform the HI about it in order to ensure:

- An occupational health check prior to the start of the assignment with regular follow-up, including designation of an occupational doctor and arrangement of medical appointments with them;
- Occupational Health and Safety related trainings and certification required for the performance of the IPA activities, including electrical accreditation.

The IO may provide informative support in order for the HI to fulfil its obligations in terms of occupational health and safety. Additionally, the IO may:

- Include the IPA in the risk assessment exercises;
- Provide personal protective equipment to the IPA for on-site activities;
- Train the IPA on health and safety aspects related to the ITER Site;
- Support the HI in collecting and providing required information in the context of a work-related accident or sickness.

Such IO support shall not be charged to the HI and cannot result in the HI being waived from its employer's responsibilities. For example, as employer the HI remains responsible for delivering accreditation forms (e.g. electrical accreditation).

Additional occupational health and safety requirements may be determined by the IO separately and communicated to the HI.

The HI is responsible as employer in case of accident/incident and shall fulfil all requirement from French authorities (e.g. labour inspector). IO RO will be responsible to respect IO site instruction relative to accident/incident ([2CTZTP](#)).

## **11 RECORDING OF CONTRIBUTIONS AND IPA FUNDING**

The IA may consider that the IPA cost is free of charge for the IO, or alternatively, it may provide details of a cost reimbursement mechanism.

The funding of the IA may be considered as in-kind contribution from the ITER Member concerned, with a subsequent reduction of a Member's in-cash contribution.

Additional voluntary contributions made by the ITER Members under the IPA scheme will be recorded by the IO as Full Time Equivalent Staff units (FTE) and reported on a yearly basis to the IC.

## **12 ADMINISTRATIVE FORMALITIES**

The French Ministry for Europe and Foreign Affairs shall issue a special residence card code EM meaning without privileges and immunities. This special residence card shall not be exchanged during the IPA assignment No work permit is required for the performance of activities for the IO but subject to applicable rules, they may be required to be affiliated to French social security.

## **13 DISPUTE RESOLUTION**

Should a problem arise during the interpretation or execution of an IA between the IO and the HI, both Parties will do their best to resolve the dispute amicably. If the dispute remains unresolved amicably, either party may escalate the issue to arbitration, taking into account the legal status of intergovernmental organization of the IO enjoying privileges and immunities.

IPA shall be informed by the HI of the particular legal status of the IO. They shall agree that any dispute will be settled through consultation, mediation or arbitration.

## **14 INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

### **Intellectual Property**

Intellectual Property generated by the IPA during the stay at the IO shall be owned by the IO and treated as such in this scheme, in compliance with the IIP Annex to the ITER Agreement.

### **Confidentiality**

No Party, during and after the IA period, will disclose to any third party, nor use for any purpose except the carrying out of the assignment, any of the other Party's Confidential Information.

Confidential Information means any Background Intellectual Property indicated "confidential" and other unpublished information that has been made known to the other Party by reason of the IA and identified as confidential before or at the time of disclosure in writing, or the confidential nature of which should have been reasonably presumed by the Party receiving such information.

Restrictions imposed by the above shall not apply if such information:

- (a) is already known to the receiving Party at the time of disclosure;
- (b) is or becomes into the public domain without breaching the IA or is otherwise made available to the general public without restriction by the originating Party;
- (c) has been lawfully received from a third party and without otherwise being in breach of any obligation of confidentiality;
- (d) has been independently developed by an employee of the receiving Party and to whom no disclosure of any such Proprietary Information has been made;
- (e) is disclosed in circumstances where either Party is legally obliged to disclose such information; or
- (f) is approved for release in writing by an authorized representative of the disclosing Party.

## **15 PEACEFUL PURPOSES**

Participating Parties shall be aware that the purpose of the IO is to provide for and to promote cooperation among the Members on the ITER Project, an international project that aims to demonstrate the scientific and technological feasibility of fusion energy for peaceful purposes and that material, equipment or technology received or generated pursuant to the IA shall be used solely for peaceful purposes in accordance with Article 20 of the ITER Agreement.

## **16 FINAL PROVISIONS**

Communication and documentation related to the implementation of the IPA scheme shall be in English.

Specific provisions on the conditions and notice for the termination of the IA and the recall/replacement of IPA by the HI shall be included in the IA.