



EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR ENERGY

Directorate E - Nuclear Safeguards

AGREEMENT FOR REIMBURSEMENT

N°ENER/2023/NUCL/SI2.893285

BETWEEN

EUROPEAN ATOMIC ENERGY COMMUNITY

AND

JADROVÁ A VYRAĎOVACIA SPOLOČNOSŤ, A.S.

According to the provisions of Article 6.4 of the Commission Regulation (Euratom) No 302/2005 of 8 February 2005¹ which foresees that « The Commission will reimburse the person or undertaking concerned the cost of those special services which are provided for in the "particular safeguard provisions", or which are provided because of a special request of the Commission or of the inspectors and on the basis of an agreed estimate. The extent and modality of the reimbursement will be fixed between the parties concerned and will be reviewed periodically as necessary ».

In compliance with the estimate dated as 17.02.2023 by Jadrová a vyrad'ovacia spoločnosť, a.s. submitted to the Directorate-General for Energy on its request;

The present agreement for reimbursement is established by the European Atomic Energy Community (hereinafter referred to as "the Community"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this Agreement for reimbursement by Mr Stephan Lechner, Director in the Directorate-General for Energy, Directorate E – Nuclear Safeguards,

of the one part,

and

Jadrová a vyrad'ovacia spoločnosť, a.s.

Jaslovské Bohunice 360, 919 30 Jaslovské Bohunice
Slovak Republic

Incorporated: _____ in the Business Register of the District Court

¹ OJEU L54/1 of 28.02.2005, p.1

Trnava, Section Sa, Entry no: 10788/T

Represented by:

Pavol Štuller, MBA
Chairman of the Board of Directors

JUDr. Vladimír Švigár
Vice Chairman of the Board of Directors

Ing. Miroslav Božik, Ph.D.
Member of the Board of Directors

Ing. Ján Horváth
Member of the Board of Directors

IČO (Company ID): 35946024
DIČ: (Taxpayer ID): 2022036599
IČ DPH (VAT payer ID): SK2022036599
Bank details: Tatra banka a.s.
Account No: 2629106127/1100
IBAN: SK6111000000002629106127
BIC: TATRSKBX

(hereinafter referred to as "the Operator"), represented for the purposes of the signature of this Agreement by Pavol Štuller, MBA, Chairman of the Board of Directors, JUDr. Vladimír Švigár, Vice Chairman of the Board of Directors, Ing. Miroslav Božik, Ph.D., Member of the Board of Directors and Ing. Ján Horváth, Member of the Board of Directors,

of the other part

HAVE AGREED

the Conditions mentioned below and the following Annexes:

Annex I – Estimate of the Operator N° 667/2023.EN and 2206/2023.EN dated as 17.02.2023

which form an integral part of this Agreement for reimbursement (hereinafter referred to as “the Agreement”).

The terms set out in the Conditions shall take precedence over those in the other parts of the Agreement.

Subject to the above, the several instruments forming part of the Agreement are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained and rectified by a written instruction issued by the Commission, subject to the provisions of Article 8 should the Operator dispute any such instruction.

ARTICLE 1 – SUBJECT

- 1.1 The subject of this Agreement for reimbursement (hereinafter referred to as "the Agreement") is the determining of amount of, and arrangements for the reimbursement provided to Operator According to the provisions of Article 6.4 of the Commission Regulation (Euratom) No 302/2005 of 8 February 2005 relating to the installation of the common IAEA/Euratom Safeguards (SG) surveillance equipment infrastructure at the WSXD/WSXL facility (Bohunice Nuclear Power Plant).
- 1.2 The agreed services are described in annex I to the present Agreement.
- 1.3 Only the services included in the Agreement will be subject to reimbursement.
- 1.4 Any additional services, which have not been included in this Agreement, will be subject to a justification and a separate estimate, prior to being accepted by the Commission.

ARTICLE 2 – DURATION

- 2.1 The present Agreement is signed for a period of 12 months and enters into force, after the last signature, on the day following the day of its publication according to a special Slovak regulation.
- 2.2 Provision of services may under no circumstances begin before the date on which the Agreement enters into force.

ARTICLE 3 - PRICE

- 3.1 The maximum total amount to be paid by the Commission under this Agreement shall be 154.850,00 € (one hundred and fifty-four thousand eight hundred and fifty euros) without VAT.

ARTICLE 4 – PAYMENT PERIODS AND FORMALITIES

- 4.1 Payment under the Agreement shall be made once on presentation of invoice detailing the services provided.
- 4.2 The request for payment shall be accompanied by:
 - A technical report giving the details of the services provided during the invoicing period.
 - In case of sub-contracting: the Operator has to provide evidence for the actually incurred expenditure.
 - The relevant invoice.

These documents have to be available to the Commission during the period provided for in Article 9.

The payment shall be made within forty-five (45) days after the Commission has approved the work, technical performance or technical reports in accordance with Article 12.2.

- 4.3 The payment period referred to in Article 4.2 may be suspended by the Commission at any time if it informs the Operator that its payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-site check in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Operator accordingly by registered letter with acknowledgement of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article 4.2 shall begin to run again once the suspension has been lifted.

- 4.4 In the event of late payment the Operator shall be entitled to interest, except if the Operator is a Member State. In case interest does not exceed EUR 200 the Operator may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("*the reference rate*") plus 3.5 percentage points ("*the margin*"). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE 5 – RECOVERY

- 5.1 The Operator agrees that the reimbursement shall be limited to the amount necessary to balance the costs incurred in accordance with Article 6 of Regulation 302/2005 of 8 February 2005 and that this reimbursement shall not include in any case a profit.
- 5.2 If total payments made exceed the amount actually due under the Agreement or if recovery is justified in accordance with the terms of the Agreement, the Operator shall reimburse the appropriate amount in Euro on receipt of the debit note, in the manner and within the time limits set by the Commission.
- 5.3 In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article 4.4. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- 5.4 The Commission may, after informing the Operator, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Operator also has a claim on the Community or the European Union that is certain, of a fixed amount and due.

ARTICLE 6 – BANK ACCOUNT

Payments shall be made to the Operator's bank account denominated in Euro, identified as follows:

Name of bank:	Tatra banka a.s.
Address of branch in full:	Hodžovo námestie 3, 811 06 Bratislava, Slovak Republic
Exact designation of account holder:	Jadrová a vyrad'ovacia spoločnosť, a.s.
Account No:	2629106127/1100
IBAN:	SK611100000002629106127
BIC:	TATRSKBX

ARTICLE 7 – LIABILITY

- 7.1 The Operator shall be liable to the Commission for any direct loss incurred by the Commission caused by any negligent act or omission or wilful conduct of the Operator, its subcontractors, agents, or representatives in the performance or purported performance of the Agreement. In particular, in the event that any of the Commission's property, which is the subject of this Agreement, is lost or damaged in such circumstances, the Operator shall repair or replace the same at its own expenses. The Operator's liability under this Article 7 shall be limited to the extent of its insurance coverage for such loss or damage which the Operator shall be required to maintain during the term of this Agreement.
- 7.2 The Operator shall not be liable to the Commission for any indirect or consequential loss of any kind, or of any nature. This limitation shall not exclude either the Operator's or the Commission's tortious or contractual liabilities, which cannot be so limited or excluded by way of operation of the law, with respect to third parties having suffered damages caused by that party's negligence or action.
- 7.3 The limitations of liability shall not apply to the Operator's liability for gross negligence or wilful misconduct.

ARTICLE 8– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 8.1 The Agreement shall be governed by the law of the Community and of the European Union completed if necessary by the national substantive law of Luxembourg.
- 8.2 Any dispute between the parties resulting from the interpretation or application of the Agreement which cannot be settled amicably shall be brought before the courts of Luxembourg.

ARTICLE 9- CHECKS AND AUDITS

- 9.1 Pursuant to Article 257 of the Financial Regulation applicable to the general budget of the Union², the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Union from signature of the Agreement up to five years after payment of the balance.

² OJEU L193 of 30.07.2018, p.1

- 9.2 The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Agreement up to five years after payment of the balance.
- 9.3 In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96³ and Parliament and Council Regulation (Euratom) No 1074/1999⁴ from signature of the Agreement up to five years after payment of the balance.

ARTICLE 10 – AMENDMENTS

Any amendment to the Agreement shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

ARTICLE 11 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Agreement shall be made in writing and shall bear the Agreement number. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission:

Administrative matters :

M. Jean-Luc Zamparutti
Tel.: +352 4301 34107,
Email: jean-luc.zamparutti@ec.europa.eu
Visiting Address:
Euroforum Building – Eufo2
1 rue Henri M. Schnadt
L-2530 Luxembourg

Postal address for normal & registered letters:

European Commission
DG ENERGY
Euroforum Building
L-2920 Luxembourg

Postal Address for express delivery companies or messengers:

European Commission
DG ENERGY
Mercier Building -
To the attention of “TRI CENTRAL” (Phone: + 352 4301 30012)
2, rue Mercier
L-2144 Luxembourg

³ OJEU L292 of 15.11.1996, p.2-5

⁴ OJEU L136 of 31.05.1999, p.8-14

Operator:

Mrs Gabriela Valancová
Nuclear Safeguards Officer
Tel.: +421 33 531 6569
Valancova.Gabriela@javys.sk
Jadrová a vyrad'ovacia spoločnosť, a.s.
Jaslovské Bohunice 360
919 30 Jaslovské Bohunice
Slovak Republic

ARTICLE 12 – SPECIFIC PROVISIONS

12.1 Occupation of premises

Not Applicable.

12.2. Acceptance of works, technical performances and/or technical reports, works, technical performances and/or technical reports defined in Annex shall be subject to the acceptance of the Commission, within a 45 days delay as from the day of their completion. In case of spread-out performances, where the continuation of the performances defined in annex I is conditioned to prior acceptance of the Commission, each stage shall be subject to acceptance in writing by the Commission. The Commission can suspend the acceptance delay; in this case it shall communicate in writings the ground of it to the Operator; the latter shall eventually submit its comments.

The payment period starts running with the acceptance of the Commission.

ARTICLE 13 – ANNEXES

Annex I: Estimate with reference n° 667/2023.EN and 2206/2023.EN dated as 17.02.2023 forms an integral part of this Agreement.

SIGNATURES

For the Operator,
Jadrová a vyrad'ovacia spoločnosť, a.s.

For the Commission
Stephan Lechner Director

signature(s) : _____
 Ing. Ján Horváth
 Member of the Board of Directors

signature(s) : _____
 Ing. Miroslav Božik, Ph.D.
 Member of the Board of Directors

signature(s) : _____

signature(s) : _____
 JUDr. Vladimír Švigár
 Vice Chairman of the Board of Directors

signature(s) : _____
 Pavol Štuller, MBA
 Chairman of the Board of Directors

Done in Jaslovské Bohunicen

Done in Luxembourg

In English.

Annexe I – Estimate with reference n° 667/2023.EN and 2206/2023.EN dated as 17.02.2023



Ref. Arés(2023)1507069 - 01/02/2023

EVČ (Reg. No.): 667/2023.2 EN
 Vydané (issued): 17.02.2023
 Kód citlivosti (sensitivity code): 3

Ponuka (offer)

**Offer for preparation of project documentation for installation, power supply and functionality of IAEA and EURATOM surveillance equipment
 Addendum to the project for Upgrading of spent fuel repositories**

Addendum to the project for Upgrading of spent fuel repositories <small>ODBERATEĽ (client)</small> Jadrová a vyraďovacia spoločnosť a s. Jaslovské Bohunice 360 919 30 Jaslovské Bohunice	<small>ODBERATEĽ (sender)</small> VUJE, a. s. Okružná 5, 918 64 Trnava, Slovakia Divízia 0500
---	---

CONFIDENTIAL INFORMATION / TRADE SECRETS

This document contains CONFIDENTIAL INFORMATION and/or TRADE SECRETS of VUJE, a. s., Okružná 5, 918 64 Trnava, Slovak Republic. The contents of this document, including but not limited to all texts, pictures, graphs, and models are protected under applicable copyrights, trademarks and other intellectual property rights. Unauthorized copying, dissemination, distribution, use or publication of this document, in whole or in part, by recipient or any other person, is strictly prohibited and may, depending on the circumstances, result in the application of contractual sanctions, legal action or criminal prosecution.

CRN: 31458474
 TIN: 2020392539
 ID VAT: SK2020392539
 Commercial reg of Distr. court Trnava, dep Sa. order No: 164/7



VYSVETLIVKY: 1) podľa PB - 63 0 (1 - verejne prístupné, 2 - interné, 3 - citlivé, 4 - mimoriadne citlivé)
 PONUKA (offer) (1/2023)

STR (page No.): 1/4
 FPO-18.05.2023



1 SUBJECT OF THE OFFER

The subject of the offer is the preparation of project documentation for the installation, power supply and functionality of IAEA and EURATOM surveillance equipment, including the installation of MUND detectors in spent fuel repository, both wet and dry.

The documentation will be prepared as Appendix No.1 to the IPR project "Upgrading of spent fuel repository".

The offer includes:

Elaboration of project documentation in the following scope:

1.1 Clarification of the technical assignment for the mechanical-technological, I&C and electro areas

2.1 Elaboration of project documentation in the scope of:

- G1. Access platforms project
- G2 . IAEA and EURATOM surveillance equipment
- G3. Power supply for IAEA and EURATOM surveillance equipment

3.1 Preparation of the final version of the project documentation in the scope of:

- G1. Access platforms project
- G2 . IAEA and EURATOM surveillance equipment
- G3. Power supply for IAEA and EURATOM surveillance equipment

4.1 Elaboration of the As-build documentation in the scope of:

- G1. Access platforms project
- G2. IAEA and EURATOM surveillance equipment
- G3. Power supply for IAEA and EURATOM surveillance equipment

2 CONTENT AND FORM OF DOCUMENTATION

2.1 Content of the documentation

The documentation will be prepared in accordance with the Client's requirements in accordance with the Technical Specification and the negotiations under clause 1.1

2.2 Form of documentation

In accordance with the Client's requirements, the Contractor will prepare an implementation project and submit a final version of the implementation project after incorporating JAVYS' comments - in the required number of copies + in digital form on CD or USB.

3 TERM

PD submission : 2 months after receipt of order

PD final version: within 14 days of receipt of comments by the Client

4 PRICE

Total price for the work: 44 900,- EUR

The price shown is excluding VAT.

The price breakdown is given in the following table:

Table 1 - Price of Individual Items

Name	Number of hours	Price per hour	Price in EUR (excluding VAT)
1.1 Clarification of the technical assignment for the mechanical engineering, I&C and electro areas	172	50,-	8 600,-
2.1 Elaboration of the project documentation - draft	345	60,-	20 700,-
3.1 Preparation of final version of project documentation	130	60,-	7 800,-
4.1 Elaboration of the As-built documentation	156	50,-	7 800,-

5 PAYMENT TERMS

The work will be carried out on the basis of a signed Purchase Order/Contract.



The invoice is due 30 days from the date of delivery to the Client. Mutually signed handover protocol will be the basis for issuing the invoice.

Payments agreed in EUR.

6 WARRANTY

The warranty period is 24 months from the acceptance of each partial performance.

7 VALIDITY OF THE OFFER

The offer is valid for 30 days.

This offer contains opinions and information of VUJE, a.s., which in no way establish a legal relationship with VUJE, a.s.

.....
Ing. Rudolf Hronkovič
Member of the Board of Directors

.....
Ing. Mátěj Křelec, MSc., PhD.
Member of the Board of Directors



Ref: Arex(2023)1507009 - 01/03/2023

EVČ (Reg. No.): 2206/2023 EN
 Vydané (issued): 17.02.2023
 Kód citlivosti (sensitivity code)¹⁾: 3

Ponuka (offer)

Indicative offer for installation, power supply and ensuring functionality of IAEA and Euratom surveillance equipment, including supplies.
 Addendum to the project for Upgrading of spent fuel repositories.

ODBERATEĽ (client)	ODOSIELATEĽ (sender)
Jadrová a vyradovacia spoločnosť a.s. Jaslovské Bohunice 360 919 30 Jaslovské Bohunice	VUJE, a.s. Okružná 5, 918 64 Trnava Divízia 0500

CONFIDENTIAL INFORMATION / TRADE SECRETS

This document contains CONFIDENTIAL INFORMATION and/or TRADE SECRETS of VUJE, a.s., Okružná 5, 918 64 Trnava, Slovak Republic. The contents of this document, including but not limited to all texts, pictures, graphs, and models are protected under applicable copyrights, trademarks and other intellectual property rights. Unauthorized copying, dissemination, distribution, use or publication of this document, in whole or in part, by recipient or any other person, is strictly prohibited and may, depending on the circumstances, result in the application of contractual sanctions, legal action or criminal prosecution.

CRN 31450474
 TIN 2026392539
 ID VAT SK2020392539
 Commercial reg of Distr. court Trnava, dep. Sa. nder No. 104/T



VYSVETLIVKY: ¹⁾ podľa FB - 63.0 (1 - verejne prístupné, 2 - interné, 3 - citlivé, 4 - mimoriadne citlivé)

STR (page No.): 1/3
 #PD 16 02426



V. U. H. a. s.
Obr. z. n. a. s. 872447000

1 SUBJECT OF THE OFFER

The subject of the offer is the pricing of assembly works, production of service platforms, supply of materials for installation of IAEA and EURATOM surveillance equipment including installation of MUND detectors in wet and dry spent fuel repositories.

The offer includes:

Name	quantity	Unit price in EUR (without VAT)	Price in EUR (without VAT)
Access platforms to cameras including mounting of camera brackets (1x4m+ladder, 4x6m, 2x7m) - production and assembly. Platforms must meet the requirement for seismic resistance SK2a (seismic interaction)	7 pcs	7000,-	49000,-
Consoles for MUND - production and assembly	2 pcs	2000,-	4000,-
Reductions for underwater camera brackets - manufacture and assembly	2 pcs	1500,-	3000,-
Scaffolding for cameras and brackets assembly	File	10000,-	10000,-
Adjustment of the HVAC system in m.no. 1.04 (new KID damper, HVAC piping, new manual control valve, new penetrations)	File	5600,-	5600,-
Adjustment of antistatic floor in room no. 1.04	File	1400,-	1400,-
Design modification of the association boxes for the IAEA seal	119 pcs	50,-	5950,-
Mounting brackets for LCCT	5 pcs	500,-	2500,-
Mounting frame under the detector stand - manufacture and assembly	2 pcs	750,-	1500,-
Assembly of the IAEA cabinet base plate and the IAEA cabinet itself (m.no. 209, m.no. 1.04)	2 pcs	750,-	1500,-
Mounting bracket and installation of fork detector - manufacture and assembly	1 piece	1000,-	1000,-
Cable laying, cable connection, electrical installation	480 hours	25,00,-	12000,-
Installation material (cable labels, cable terminations, cable terminations, core marking)	File	5000,-	5000,-
FTP cable cat.5E	1400 m	0,5	700,-
Cable CYKY-J 3x2,5	400 m	1,5	600,-
Cable YSLY-JZ 3x1,5	1000 m	1,2	1200,-
Rearmament of switchboard 9CA01 - addition of 4 outlets for IAEA equipment	4 pcs	200,-	800,-
Disarmament of switchboard m. no. 209 - 1 outlet	1 piece	200,-	200,-
Interconnect box with switch - for mounting of FTP cat.5E cables over 100m	2 pcs	1500,-	3000,-
Realisation of coupling, including delivery from/with the conductor	File	1000,-	1000,-

2 CUSTOMER'S CONSIDERATION

Delivery of IAEA and EUROATOM equipment to the JAVYS a.s. warehouse, with appropriate accompanying technical documentation



3 TERM OF IMPLEMENTATION

- Upon approval of the project documentation by the Client,
 - handover of IAEA and EUROATOM equipment to the Contractor,
 - receipt of the order
- within 2 months of the last condition being fulfilled

4 PRICE

Total price for the work: 109 950,- EUR

The price shown is VAT excluded.

5 PAYMENT TERMS

The work will be carried out on the basis of a signed Purchase Order/Contract.

The invoice is due 30 days from the date of delivery to the Customer. Mutually signed handover protocol will be the basis for issuing the invoice.

Payments agreed in EUR.

6 WARRANTY

The warranty period is 24 months from the acceptance of each partial performance.

7 VALIDITY OF THE OFFER

The offer is valid for 30 days.

This offer contains opinions and information of VUJE, a.s., which in no way establish a legal relationship with VUJE, a.s.

.....
Ing. Zoltán Harsányi, PhD.
Chairman of the Board of Directors

.....
Ing. Matej Korec, MSc., PhD.
Member of the Board of Directors