

Reference PURAM :

Reference JAVYS :



**GENERAL COOPERATION AGREEMENT  
ON RADIOACTIVE WASTE MANAGEMENT**

between

**JAVYS**

and

**PURAM**



This cooperation agreement is entered into between:

**Jadrová a vyrad'ovacia spoločnosť, a. s.**, a company with its registered office at Jaslovské Bohunice 360, 91930 Jaslovské Bohunice, Slovak Republic, identification number: 35 946 024, with Commercial Registration in the Business Register of the District Court Trnava, Section Sa, Entry No. 10788/T.

Represented by by Mr. Peter Gerhart, Chairman of the Board of Directors and Mr. Ivan Galbička, Member of the Board of Directors.

Hereinafter named as « **JAVYS** »

*On the one side,*

And:

**PUBLIC LIMITED COMPANY FOR RADIOACTIVE WASTE MANAGEMENT IN HUNGARY**, a company incorporated in 11. Puskás Tivadar Street (address), Budörs (city), 2040 (postal code), Hungary (country) having company number 13-09-116986, whose registered office is located at Hrsz.: 8803/2 (Address), Paks (city), 7030 (postal code), Hungary (country), whose postal address is: Pf. 12. (Address) Paks (city) 7031 (postal code), Hungary (country)

Represented by Bálint Nős, managing director

Hereinafter named as « **PURAM** »

*On the other side,*

Herein after collectively referred to as the « Parties » and individually as a « Party ».

**Preamble:**

JAVYS and PURAM are respectively responsible in Slovak Republic and Hungary for the management of radioactive waste.

JAVYS and PURAM wish, in a mutual interest, to exchange information, experiences and cooperate on certain specific topics of their missions.

On 3 May 2011, the Parties signed a cooperation agreement for the period 2011-2016 in the field of radioactive waste management. This previous agreement has not been renewed since.

The Parties now wish to resume their cooperation and give it a new framework through this cooperation agreement (hereinafter referred to as the 'Agreement').

**As a result, the following has been agreed and decreed:****ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to define the modalities under which the Parties will cooperate in the different areas of radioactive waste management.

**ARTICLE 2 – AREAS OF COOPERATION**

This Agreement covers all operations related to radioactive waste management. A list of cooperation topics is attached as Annex 1.

The area of cooperation may be extended to other sectors of activity by written agreement of the Parties.

**ARTICLE 3 – FORMS OF COOPERATION**

3.1 When it appears to one of the Parties that a subject within its mission could be the subject of cooperation under this Agreement, it shall inform the other Party in writing. If the receiving Party is interested in the proposed subject, each Party shall appoint a representative to discuss the details of the cooperation through preparatory discussions with the representative of the other Party. The representatives may be assisted by experts from external organizations to which the Parties have entrusted studies or work relating to the subject of the preparatory discussion.

Preparatory discussions may include meetings, demonstrations, exchange of documents.

3.2 If, as a result of the preparatory discussions, the Parties decide to cooperate, this shall be done through specific agreements concluded on a case-by-case basis.

The specific agreements may cover different forms of cooperation, including:

- the communication of written or verbal information,
- technical assistance by one Party for the benefit of the other and vice versa,
- the use by one Party of the other Party's research sites to carry out in situ measurements and experiments
- the exchange and provision of personnel, the carrying out of joint in situ experiments.

These different forms of cooperation may involve external organizations to which the Parties have entrusted studies or work relating to them.

3.3 The specific agreements must define the terms and conditions of the cooperation, including but not limited to:

- the technical field and the execution deadlines,
- the obligations of the Parties,
- the financial terms,
- specific provisions relating to confidentiality, intellectual property, rights of use,
- liability and insurance.

#### **ARTICLE 4 – DURATION**

This Agreement shall enter into force on the day of its signature by the Parties and shall remain into force for a period of five (5) years from the date of its signature. PURAM acknowledges that JAVYS is obliged under the Slovak law to publish this Agreement in the official register of public contracts available on the website: <https://www.crz.gov.sk> and that according to Slovak law the Agreement shall be effective upon JAVYS on the next day after such publication. JAVYS will notify PURAM of the effective date without undue delay.

This Agreement may be amended or extended at any time. Any modification to the terms of the present Agreement shall be made only in writing after mutual agreement between the Parties through an amendment completing or replacing the relevant text of this Agreement. This amendment will have to be signed by duly authorized representatives of each Party.

The specific agreements in progress at the date of expiry of this Agreement shall be continued until their completion, unless the Parties agree otherwise in writing.

#### **ARTICLE 5 - CONFIDENTIALITY**

5.1 Each Party shall protect information of every kind, which are expressly and visibly marked as "CONFIDENTIAL" received from the other Party or developed for the other Party ("Confidential Information") as it protects its own information of a similar importance but in no case with less than a reasonable standard of care. Confidential Information for the purposes of the Agreement is any information, which are expressly and visibly marked as "CONFIDENTIAL" in any form disclosed by any form or communication. Confidential Information may include by way of example, but is not limited to, communications, data, descriptions, requirements, reports, business plans, know-how, inventions (whether patented or not), trade secrets, calculations, designs, processes, techniques,

drawings, blueprints, flow sheets, software (and associated documentation and codes), manuals, specifications, process descriptions, operating procedures, materials, or parts lists.

5.2 The Receiving Party shall not disclose Confidential Information to a third Party without the prior written consent of the Disclosing Party and take all necessary measures to prevent such disclosure. The confidentiality obligations in this clause shall be deemed to apply also to the employees, directors, consultants and subcontractors of the Receiving Party.

5.3 Notwithstanding the foregoing, the provisions of this article shall not prevent the receiving Party from disclosing all or any part of information, if such information:

- was allowed to be disclosed by the Disclosing Party; or
- was at the time of receipt in the public domain or which subsequently became part of the public domain through no breach of this Agreement; or
- was already lawfully in the Receiving Party's possession at the time of receipt and which was not acquired directly or indirectly from the Disclosing Party; or
- was lawfully acquired by the Receiving Party from third Party who had legitimate right to disclose it to the Receiving Party; or
- it is required to disclose pursuant to law, a court order or order of a competent authority. In this case the Receiving Party shall inform immediately the Disclosing Party about the requirement and disclose done.

5.4 Herein stated obligations of each Party regarding Confidential Information shall survive termination of this Agreement and continue for as long as the Confidential Information is not in the public domain.

5.5 Specific agreements signed pursuant to this Agreement may include, where appropriate, specific provisions relating to the confidentiality, which may be acquired jointly by the Parties in the course of the performance of such specific agreements.

## **ARTICLE 6 – LIABILITY and WARRANTY**

### **6.1 Damage to personnel**

Each Party shall ensure that its personnel are covered (means covered with insurance, providing a safe working environment by complying with the health and safety regulations) in accordance with the legislation in force in its country and shall carry out the formalities for which it is responsible.

In this respect, each Party undertakes to inform the other of any incident or damage to the personnel it receives in connection with the execution of this Agreement or the specific agreements, in order to enable it to make the necessary declarations within the time limits laid down.

If certain work under the specific agreements is subcontracted, each Party shall require its subcontractor to cover its personnel in accordance with the rules set out above.

### **6.2 Damage to property**

Each Party shall be liable, except in the case of wilful misconduct of the other Party, for damages to its own property arising out of or in connection with the performance of the Agreement or specific agreements.

### 6.3 Damage to third parties

Each Party shall remain liable, under the conditions of applicable law, for any damage its personnel may cause to third parties in the performance of the Agreement or specific agreements. However, the liability of one Party shall be substituted for that of the other insofar as the personnel of the other Party is placed directly under its authority.

### 6.4 Warranty

The information exchanged between the Parties under the Agreement and the specific agreements shall be the result of studies and work carried out by or on behalf of each Party for the specific needs of its activities.

The information exchanged between the Parties shall be communicated as is. The Parties make no warranties, express or implied, with respect to the information exchanged, and in particular with respect to its suitability for industrial or commercial use.

Each Party acknowledges and agrees that the use of the information will be and will remain at its sole risk, without recourse of any kind against the other Party for any damage suffered on the occasion of or as a result of such use.

Neither Party shall be liable for the use by the other Party of the information provided under the Agreement and the specific agreements.

## **ARTICLE 7 – TERMINATION**

This Agreement may be terminated at any time at the discretion of either Party, upon six-month in advance notification in writing. Such termination shall be without prejudice to the rights which may have accrued to either Party up to the date of such termination.

Provisions of articles 5, 6.3, 6.4, 8 and 9 shall survive after the expiry or termination of this Agreement until their own term.

## **ARTICLE 8 – ANTI-BRIBERY AND CORRUPTION COMPLIANCE**

8.1 Each Party hereby undertakes that, at the date of the entering into force of the Agreement, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

8.2 The Parties agree that, at all times in connection with and throughout the course of the Agreement and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with all conventions, laws or regulations in force designed to combat corruption of national or foreign Public Officials, private corruption or influence peddling (hereinafter designated as "anti-corruption laws").

8.3 Each Party undertakes that it shall inform the other Party as soon as possible, of any event which impacts the representations and warranties defined in this clause.

## **ARTICLE 9 - SETTLEMENT OF DISPUTES AND APPLICABLE LAW**

9.1 The Parties agree that any dispute arising out of the interpretation or performance of this Agreement or the Specific Agreements shall, as far as possible, be settled amicably with, if necessary, the assistance of one or more independent experts mutually agreed by the Parties.

9.2 Any dispute that cannot be settled amicably under the conditions of paragraph 9.1, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

9.3 The arbitration will take place in Budapest (Hungary) if JAVYS is the Claimant and in Bratislava (Slovak Republic) if PURAM is the Claimant.

9.4 In all cases, the arbitration proceedings will be conducted in English.

9.5. The Austrian law is the governing law of this Agreement.

## **ARTICLE 10 - COSTS**

Without any other specific agreement, the Confidential Information exchanged shall be exchanged free of charge.

Each Party shall itself bear the costs of the preparatory discussions and exchange of information

## **ARTICLE 11 - NON-EXCLUSIVITY**

During the term of this Agreement and the Specific Agreements, each Party shall be free to participate, directly or indirectly, alone or with third parties, in any other form of collaboration similar to that of this Agreement.

## **ARTICLE 12 - CORRESPONDENTS AND STEERING COMMITTEE**

### **12.1 Correspondents**

Each Party shall designate the following correspondents responsible for coordinating internal actions and monitoring of this Agreement and any specific agreements:

- For JAVYS:

Mr. Tomáš Hrnčíř

E-mail:

Address:

Jadrová a vyradovacia spoločnosť, a.s., Jaslovské Bohunice 360,  
919 30 Jaslovské Bohunice

Phone number:

- For PURAM:

Mr. Balázs Molnár

E-mail:

Address: PURAM, 7031 Paks, Pf. 12. Hrsz.: 8803/2

Phone number:

It is understood that each of the Parties may, at any time, change its correspondent and the contact details of the latter subject to informing the other Party in writing.

## 12.2 Steering Committee

The Parties agree to the setting up of a Steering Committee which will meet annually, or whenever a Party deems it necessary, alternately at the premises of PURAM and JAVYS (or by videoconference), in order to take stock of the cooperation, to structure the cooperation programme with a view to two or three years and to validate the action plan for the coming year.

The Steering Committee shall be composed of the Correspondents and other Representatives of each Party whose designation shall be the subject of a written exchange between the Parties.

The preparation of the meeting (secretariat, follow-up, etc.) and the minutes of the meeting are prepared by the Correspondents and sent to the members of the Steering Committee by the Party hosting the Committee meeting.

The Steering Committee will be responsible:

- Promote the exchange of knowledge between the Parties through this cooperation;
- Ensure the proper execution of the action plan defined annually and its update;
- Determine the studies or services to be carried out and initiate the preparation of specific agreements;
- Validate the specific agreements before the signature of the Parties.

## **ARTICLE 13 – NOTIFICATION**

Any notification from one Party to the other Party under this Agreement and any specific agreements shall be made to the attention of the above-mentioned correspondents.





This Agreement is made in two original copies:

For PURAM

For JAVYS

Bálint Nős  
Managing Director

Peter Gerhart  
Chairman of the Board of Directors

Ivan Galbička  
Member of the Board of Directors

Signed on  
04.04.2025

Signed on  
25.03.2025

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## **ANNEX 1: Themes of cooperation between JAVYS and PURAM**

### **1. Radioactive waste management:**

- Strategies and Programs
- Waste inventories
- Waste treatment and conditioning techniques (incineration, cementation, geopolymerization, etc.)
- Study on waste packages
- Waste packages transport
- Near surface and geological disposal concepts
- Site characterization programs
- Safety analyses during operation and after closure
- Consideration of toxic properties of the waste in the safety assessment
- Design, construction, and operation of temporary storage and final disposal facilities
- Interactions between different disposal elements
- Measurement, testing and modelling of the geological environment and radionuclides transport
- Study and testing of disposal and sealing techniques
- Monitoring programme and feedback of the results to the disposal system

### **2. Spent fuel management**

- Back-end strategy
- Safety assessment of spent fuel storage
- Design basis and design requirements of the storage facility
- Operational and maintenance experience of spent fuel storage
- Ageing management concept of storage systems

### **3. Cross-cutting topics:**

- Quality, documentation, knowledge, and data management
- Communication, stakeholder involvement, information, consultation and public acceptance
- Radioactive waste management costs and funding
- Assessment of environmental, health, economic impacts