

Original: **1**

Reg. No.:ZM-66-12-2-00211-03210

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AGREEMENT ON CONSULTANCY SERVICES

CONTRACT N° : BIDSF 017 7 001

PMU CONSULTANCY SERVICES PHASE 6

between

Jadrová a vyraďovacia spoločnosť, a.s.

[Client]

and

Empresarios Agrupados Internacional S.A.,

Iberdrola Ingeniería y Construcción S.A. Unipersonal,

Indra Sistemas, S.A

[Consultant]

Dated [2012]

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This Agreement is made on the [.....]

Between:

- (1) **Jadrová a vyrad'ovacia spoločnosť, a.s.** a state owned joint stock company duly organized and existing under the Laws of the Slovak Republic with its registered office located at Tomášikova 22, 821 02 Bratislava, Slovak Republic, Identification number (IČO): 35 946 024, registered in the Companies Register held by the District Court Bratislava I, Section Sa, Insert No.: 4649/B, on one hand,

(hereinafter referred to as "**the Client**") of the one part

And

- (2) **Empresarios Agrupados Internacional S.A.** a private company existing under the Laws of Spain and registered in the Mercantile Register of Madrid, volume 4567, Book O, Section 8th, folio 34, sheet n° M-75212, first entry and with its registered office located at Magallanes, 3 28015 Madrid Spain and is (hereinafter referred to as "**EAI**"); and

Iberdrola Ingeniería y Construcción S.A. Unipersonal a private company existing under the Laws of Spain and registered in the Mercantile Register of Vizcaya on the 31st of January 1995, volume BI-870, folio 117, sheet BI-6046-A, first entry and with its registered office located at calle Ribera de Axpe n°5, 48950, Erandio (Vizcaya), Spain (hereinafter referred to as "**Iberdrola**"); and

Indra Sistemas, S.A. a private company existing under the laws of Spain and registered in the Mercantile Register of Madrid at Volume 865, folio 28, sheet M-11339 and with its registered office located at Avenida de Bruselas 35, 28108 Alcobendas (Madrid), Spain, as the successor company of SOLUZIONA ingeniería, S.A. (hereinafter referred to as "**Indra**")

(hereinafter referred to collectively as "**the Consultant**") of the other part

Whereas:

- (A) the Client is duly constituted and existing under the laws of Slovak Republic with power to enter into this Agreement and perform its obligation hereunder; and
- (B) the Consultant has warranted its legal status, capability and relevant expertise to enter into this Agreement and perform its obligations hereunder; and
- (C) the Consultant acknowledges that the Client has responsibility for licensing all BIDSF financed or co-financed Projects and that all decisions relating to the operation, closure and/or decommissioning of any part of Units 1 and 2 Bohunice VI shall be made exclusively by the relevant competent Slovak authorities and/or the Client; and

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- (D) the Client recognises that the Consultant has relied upon the proper performance and protection of the Framework Agreement in entering into this Agreement; and
- (E) the Client has requested the Consultant to provide certain consulting Services as defined in Appendix A attached to this Agreement; and
- (F) the Client has accepted a proposal by the Consultant for the performance of such Services in accordance with the EBRD Rules and with the BIDSF Rules; and
- (G) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Agreement,
- (H) the Client has received a grant from the BIDSF being administered by the EBRD towards the costs of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Agreement, while it is understood that:
 - (i) Payments by the EBRD shall be made only at the request of the Client and upon approval by the EBRD;
 - (ii) Such payments shall be subject, in all respects, to the terms and conditions of the Grant Agreement No. 017D for the "PMU Consultancy Services Phase 6", dated 14th December 2011, and entered into between the EBRD, as the administrator of the BIDSF, and the Client, as the recipient of the funds granted for the financing of costs of the Services (the "Grant Agreement"), and
 - (iii) No party other than the Client shall derive any rights from the Grant Agreement or have any claim to the grant proceeds;

Therefore, the Parties agreed to enter into this Agreement:

PREAMBLE:

The Parties acknowledge the relevance of this Agreement to achieve the objectives of Decommissioning of Bohunice V1 NPP in the most effective, economical and safe manner.

To achieve these objectives, the Parties commit to pay special attention during the performance of the Services to the following aspects:

- a) To carry out the Services in compliance to the EBRD Rules and promoting the exchange of experience and lessons learned among similar PMU projects in other countries;
- b) Ensure the transfer of technology and skills to help the Client to create a qualified, efficient, self sufficient and stable decommissioning management structure and to enable the Client to manage the complete decommissioning process according to high quality international standards and practices;

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- c) Integrate the Parties human resources in a PMU motivated and oriented to achieve common objectives;
- d) Apply and adapt International experience in decommissioning area to the Slovak situation through an active participation of the home office experts, training and exchange of information between the Parties;
- e) Establish clear communication channels at all levels among the PMU staff, the Consultant , the Client and EBRD in such a way that all participants are well informed and support the performance of the Services;
- f) Emphasize the control of the Services through a well established Schedule;
- g) Provide Services by the Consultant under the terms and conditions of this Agreement and its Appendices.

Now this Agreement witnesses as follows:

- Articles**
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Agreement of Consultancy Services hereinafter referred to.
 2. Where the documents deemed to form and be read and construed as part of this Agreement are subject to variation in accordance with the terms of this Agreement, in the form of amendments to the Agreement, such amendments shall be in writing and shall take precedence over the documents amended thereby.
 3. The following documents shall be deemed to form and be read and construed as part of this Agreement, in their order of precedence and for the avoidance of doubt the Appendices and Annexure set out in this Article shall be read and construed in their order of precedence namely:

The Conditions of this Agreement on Consultancy Services:

- The Appendices to this Agreement:

Appendix A: The Scope of Services for PMU Consultancy Services Phase 6;

Appendix B: Equipment, Facilities and Services to be Provided by the Client and Safety and Technical Conditions for PMU Consultancy Services Phase 6;

Appendix C: Remuneration and Payment for PMU Consultancy Services Phase 6;

Appendix D: Terms of Reference for PMU Consultancy Services Phase 6

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Appendix E: The Consultant's Proposal for Consultancy Services Phase 6, including:

(1) The Technical Proposal submitted by the Consultant dated July 18th, 2012

(2) The Financial Proposal submitted by the Consultant and dated July 18th, 2012

(3) The Consultant's auditors' certification

Appendix F: Consortium Agreement

- The Annexures:

Annex 1: Form of Advance Payment Guarantee

Annex 2A: Form of Variation Order

Annex 2B: Form of Request for Additional Services

4. In consideration of the payments to be made to the Consultant as set out here in the Consultant hereby agrees with the Client to perform the Services during the Term in accordance with the provisions of the Agreement. The Consultant hereby represents that he provided consultancy services to the Client under the Client / Consultant Services Agreement concluded by and between the Consultant and Client on the October 6th, 2003 as later amended by the Amendment 1 through 10 for all previous phases beginning with the October 6th, 2003 until the July 30th, 2012 ("**Previous Contract**").
5. The Consultant acknowledges that the Client hereby covenants to effect payment to the Consultant as appropriate in accordance with the Grant Agreement. The Grant Agreement provide a mechanism for the Client to apply to EBRD to effect disbursements within the terms and conditions therein. Upon acceptance of such application, EBRD shall pay the Consultant in consideration of performance of the Services such amounts as may become payable under the provisions of the Agreements at the times and in the manner prescribed by the Agreements.
6. The liabilities of the Consultant under the Agreement shall be borne by each member of the consortium on a joint and several basis.
7. The Consultant shall provide the Consultant Project Director, who shall be an individual and not a committee, with delegated responsibility by the Consultant in all matters relating to the discharge of the overall obligations of the Consultant, in accordance with this Agreement, and to the satisfaction of the Client and EBRD.
8. The Client and the Consultant hereby warrant to each other that:
 - 8.1 it is an legal entity duly incorporated and validly existing under the laws of its jurisdiction of incorporation; and

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- 8.2** it has all necessary powers and authority to enter into and be bound by this Agreement and to perform obligations under this Agreement; and
- 8.3** this Agreement has been duly signed by person(s) acting on behalf of the Parties in accordance with its jurisdiction of incorporation; and
- 8.4** all its obligations under this Agreement are valid, binding and enforceable in accordance with their respective terms and conditions, under all applicable acts; and
- 8.5** it holds any and all necessary licenses or any other approvals necessary to perform its obligations under this Agreement; and
- 8.6** the execution, delivery and performance of this Agreement do not violate or conflict with any Applicable Law to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- 8.7** with respect to it or its assets, there are no pending bankruptcy, liquidation, winding-up, restructuring or similar proceedings, there was no petition to declare bankruptcy with respect to it or its assets filed with any applicable authority nor rejected due to insufficient assets and that there were no bankruptcy proceedings suspended due to insufficient assets, and there is also not a risk, upon its best knowledge, of petition to declare bankruptcy to be filed during the duration of this Agreement; and
- 8.8** it disposes of, and has available to it, sufficient human and material resources, equipment, expertise, funds and availability to effectively perform its obligations under this Agreement duly and on time; and
- 8.9** any arbitral award shall be recognized and enforceable against it in its jurisdiction of incorporation.
- 9.** Subject to adjustment in accordance with the terms and conditions of this Agreement the Maximum Contract Value of the Services for Phase 6 shall not exceed the amount of **EUR 9,765,156**.
- 10.** The Client shall use all reasonable endeavours and the Consultant shall provide all such co-operation as the Client may reasonably require, to obtain the written confirmation of No objection that EBRD approves the terms of this Agreement and that the Parties may proceed to operate the Agreement and save for this Article 10 and Clauses 1, 2 [*Interpretations*], 21 [*Effective Date*], 22 [*Commencement and Completion*], 41 [*Notices*], 42 [*Publication and Confidentiality*] and 44 [*Arbitration*] only the Agreement is conditional upon receipt by the Client of such confirmation of No objection from the EBRD.

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In Witness whereof the Parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws in six (6) counterpart originals.

SIGNED by)

AUTHORISED)

SIGNATURE of)

Mr. Peter Čížnár, Chairman)

of Board of Directors)

SIGNED by)

AUTHORISED)

SIGNATURE of)

Mr. Miroslav Obert, Vice-)

Chairman of Board of)

Directors)

Both for and on behalf of:)

Jadrová a vyrad'ovacia)

spoločnosť, a.s.)

SIGNED by)

AUTHORISED)

SIGNATURE of)

Adolfo García Rodríguez)

Managing Director)

For and on behalf of:)

Empresarios Agrupados)

Internacional S.A.)

SIGNED by)

AUTHORISED)

SIGNATURE of)

[Authorised Representative)

AUTHORISED)

SIGNATURE of)

Mr. Joaquín Suárez)

Authorised Representative)

Both for and on behalf of:)

Iberdrola Ingeniería y)

Construcción, S.A. U.)

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SIGNED by)
)
AUTHORISED)
SIGNATURE of)
Mr. Santiago Blanco Pérez,)
 Authorised Representative)
)
AUTHORISED)
SIGNATURE of)
Mrs. Cristina Ruiz Ortega ,)
 Authorised Representative)
)
 Both for and on behalf of:)
Indra Sistemas, S.A.)
)

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CONDITIONS OF THE AGREEMENT ON CONSULTANCY SERVICES:

DEFINITIONS AND INTERPRETATION

1. Definitions

1. The following words and expressions shall have the meanings assigned to them:

"**Additional Services**" means those services other than Services or Exceptional Services which, subject to Clause 4 [*Additional Services*], the Client requires the Consultant to perform.

"**Additional Services Costs and/or Exceptional Costs**" means the agreed costs or estimated costs and expenses payable to the Consultant in respect of Additional and/or Exceptional Services.

"**Advance Payment Guarantee**" means an advance payment guarantee in a form substantially similar to that set out in Annex 1 hereto to be issued by the Consultant on a first class bank acceptable to the Client.

"**Advance Payment**" means a sum referred to in Clause 30A [*Advance Payment*].

"**Agreed Compensation**" means such additional sums as defined in Appendix C which are payable under the Agreement.

"**Agreement**" means the form of Agreement of Consultancy Services entered into by the Parties together with these Conditions of the Agreement of the Consultancy Services together with Appendices A to E and Annexes.

"**ALARA**" means principle As Low As Reasonably Achievable.

"**Applicable Law**" means the law of Slovak Republic.

"**Atomic Act**" means Act No. 541/2004 Coll. on the Peaceful Use of Nuclear Energy (Atomic Act) as amended.

"**BIDSF**" means the Bohunice International Decommissioning Support Fund established and administered by EBRD in accordance with the BIDSF Rules.

"**BIDSF Project**" means a project defined by the Client and financed or co-financed from the Bohunice International Decommissioning Support Fund administered by the EBRD.

"**BIDSF Rules**" means the Rules of the Bohunice International Decommissioning Support Fund dated 13 June 2000 and as amended from time to time.

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"**Client**" means Jadrová a vyjadrovacia spoločnosť, a.s.

"**Consultant**" means EAI, Iberdrola and Indra.

"**Consultant's Personnel**" means employees, freelancers, professionals or other support staff provided by the Consultant or by the Sub-Consultant and assigned to perform the Services or any part thereof.

"**Cost Plus Fee Services**" means the services as referred in the Table 2, Section 1.7 in the Appendix A.

"**Day**" means the period between any one midnight and the next of a business day in the Slovak Republic.

"**Deliverables**" means generally any and all documents, reports and any other written information which the Consultant prepares and/or reviews and provides to the Client under and/or subject to the terms and conditions of this Agreement, if not specified and stipulated in this Agreement or by the agreement of Parties otherwise.

"**EBRD**" means the European Bank for Reconstruction and Development as administrator of grant funds on behalf of the contributors to the BIDSF.

"**EBRD Rules**" means the Procurement Policies and Rules dated and as amended from time to time.

"**Effective Date**" means the date referred to in Clause 21 [*Effective Date*].


"**Exceptional Services**" means those services which are neither Services nor Additional Services but which are necessarily performed by the Consultant in accordance with Clause 25 [Claims], Clause 25A [Delays] and/or Clause 28 [Exceptional Services].

"**Framework Agreement**" means the Framework Agreement relating to the activities of the BIDSF between the Slovak Republic and EBRD dated 16. 11. 2001 as explained by Explanatory Notes dated 2. 2. 2012.

"**Free Access to Information Act**" means the Slovak Act No. 211/2000 Coll. On free access to information, as amended.

"**Future Lump Sum Deliverables**" means the services as referred in the Table 2, Section 1.7 of the Appendix A.

"**HOSR**" means Home Office Support Request; the form of HOSR is provided in the Client's internal procedure JAVYS/14/SM-VZ-07..

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"**Key Experts**" mean such member of Consultant's Personnel referred to in Appendix E and determined as the Key Expert.

"**Grant Agreement**" means the grant agreement No. 017D for the "PMU Consultancy Services Phase 6", dated 14th December 2011, and entered into between the EBRD, as the administrator of the BIDSF, and the Client, as the recipient of the funds granted for the financing of costs of the Services.

"**IAEA**" means International Atomic Energy Agency.

"**ICRP**" means International Commission for Radiological Protection.

"**International Expert Review Group**" means those appropriately qualified technical experts as may be appointed from time to time by EBRD to assist EBRD in the process of giving No objection.

"**Input Data**" means a series of basic information (conditions or requirements) to be provided by the Client in accordance with a procedure set forth in the Section 2 of the Appendix A.

"**Lump Sum Deliverables**" means the services as referred in the Table 2 in the Section 1.7 of the Appendix A.

"**Maximum Contract Value**" means the amount specified in the Article 9 in the form of Agreement of the Consultancy Services payable to the Consultant for the Services as may be adjusted from time to time in accordance with this Agreement.

"**Month**" means a period of one month according to the Gregorian calendar commencing with any day of the month.

"**Non-Nuclear Damage**" means damage other than Nuclear Damage and Non-Nuclear Liability shall mean a liability other than that consequent on damage caused by a Nuclear Incident at a Nuclear Installation.

"**No objection**" means such consent, concurrence, approval or the like to be provided by EBRD whether as Administrator of BIDSF or otherwise, as variously provided for in the Grant Agreement and/or the Framework Agreement and/or the BIDSF Rules and/or the EBRD Rules and/or this Agreement and which at the discretion of EBRD may include assistance to EBRD from the International Expert Review Group in the decision to consent, concur, approve or the like.

"**Nuclear Damage**" means the same as the term is defined in the Vienna Convention.

"**Nuclear Incident**" means the same as the term is defined in the

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Vienna Convention.

"**Nuclear Installation**" means the same as the term is defined in the Vienna Convention.

"**Other Key Experts**" means such member of the Consultant's Personnel referred in Appendix E that will take part in the implementation of the Services in home office, in Jaslovské Bohunice in the Client's premises and/or in Bratislava in the Client's premises in accordance with needs for implementation for Services.

"**Party**" and "**Parties**" means the Client and the Consultant and "third party" means any other person or entity as the context so requires.

"**Consultant's Personnel**" means those personnel employed by the Consultant including any of his sub-contract personnel.

"**PMU**" means the Project Management Unit formed by the Client as part of the Client's "Division of V1 Decommissioning and PMU" in order to manage and implement the BIDSF funded or co-funded Projects for Bohunice V1 Nuclear Power Plant and of which the Consultant is an integral part.

"**Scope of Services**" means the scope of Services as referred to in Section 1 of the Appendix A.

"**Services**" means the services to be performed by the Consultant during the Term in accordance with this Agreement as referred in Appendix A.

"**Slovak Regulatory Norms**" means the regulations including licensing regulations applicable to the carrying out, design or specification of works, operations or services and/or the supply, design, specification, transport or installation of goods and/or equipment at or relating to a Nuclear Installation in the Slovak Republic and including any such regulations which apply specifically to the Bohunice V1 and/or V2 Nuclear Power Plant.

"**Schedule**" means the time specification detailed in Appendix A containing deadlines according to which the Consultant is bound to perform the Services and as may be changed from time to time in accordance to Clause 2A. (ii) of this Agreement.

"**Submission Date**" means the date of completion of the particular Services as referred to in the Appendix A and as may be changed from time to time in the Schedule.

"**Term**" means the period as defined in Clause 22 [*Commencement and Completion*] hereof as such period may be altered from time to time in accordance with the terms of the Agreement.

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"**Vienna Convention**" means the Vienna Convention on Civil Liability for Nuclear Damage dated 21. May 1963 as acceded to by the Slovak Republic on 23. February 1995 and published in the Collection of Law of the Slovak Republic under number 70/1996 and entered into force in Slovak Law on 07 June 1995.

2. Interpretation

2.

- (i) The headings in the Agreement shall not be used in its interpretation.
- (ii) The singular includes the plural, the masculine includes the feminine and the neuter and vice versa where the context requires.
- (iii) Subject to Article 3 if there is conflict between the provisions of the Agreement, the last to be written chronologically shall prevail unless otherwise stated.
- (iv) Reference to "including" and "in particular" shall not be construed restrictively but shall mean "including but not limited to" and "in particular but without prejudice to the generality of the foregoing" respectively.
- (v) Reference to any law, act, regulation, rule, internal procedure of the Parties or any other documentation relevant to the Services (Documentation) shall be considered as a reference to the Documentation as currently in force, or to the Documentation that will amend and/or substitute such Documentation.

OBLIGATIONS OF THE PARTIES

2A. Obligations of the Parties

2A.

- (i) The Parties when implementing the Services shall follow the procedures set forth in Appendix A, if not agreed otherwise in an individual case.
- (ii) The Parties shall follow the Schedule. The Parties shall review the Schedule periodically. The Parties acknowledge that the purpose of the review of the Schedule is to minimize any future delays and/or negative impact on the implementation of the Services. The Parties shall revise and if necessary, update the Schedule to reflect the actual progress of the Services. If any of the Party detects any delay it shall inform the other Party and the Parties shall do its best to minimize the impact of this delay and if necessary amend the Agreement. If any date in the Schedule is subject to change, the Parties shall agree how to proceed and execute and sign a side letter in this regard. The Parties acknowledge that there is no amendment necessary in this regard, if any change do not affect the price of a

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particular Deliverable and/or price of a particular Service and/or Scope of Services and/or the Term.

- (iii) The Parties shall provide each other any reasonable assistance needed for the successful implementation of the Services. The Consultant shall request the Client's co-operation in writing, if needed.

OBLIGATIONS OF THE CONSULTANT

3. Scope of Services 3.

- (i) The Consultant shall perform the Services in accordance with the best international practice, Applicable Law and taking into consideration the terms and conditions of this Agreement.
- (ii) The Consultant shall manage the implementation of BIDSF funded or co-funded Projects on behalf of the Client in accordance with the terms and conditions of this Agreement on Consultancy Services and the procedures detailed in its Appendixes.
- (iii) The Consultant shall comply with any instruction and/or requirements from the Client given as regards to any Services and/or Additional Services. The Consultant shall:
- a) inform in writing the Client, without any undue delay, of the unsuitability of the Client's instruction, if the Consultant could ascertain its unsuitability when exerting professional care and provide reasoning on the unsuitability;
 - b) if the unsuitable instruction obstructs the proper execution of any of the Services, the Consultant shall, if not agreed otherwise, interrupt the performance of such Services to the necessary extent until the unsuitable instruction is corrected, or until receiving a written notification that the Client insist on following the given instruction. The time stipulated for the performance of the instructed Services shall be extended by the period for which it was necessary to interrupt the performance of the Services;
 - c) The Consultant, who fulfilled his obligation stipulated above, shall not be liable for the impossibility of completing the Services or insufficiencies in the delivered Services, caused by unsuitable instruction, provided that the Client insisted on its use (application) and confirmed this to the Consultant in writing;
 - d) The Consultant, who failed to fulfil his duties stipulated above, shall be liable for the insufficiencies of the Services caused by the instruction given by the Client.
- (iv) Without prejudice to the provision (iii) of this Clause the Consultant

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shall provide the Deliverables based on the Input Data provided by the Client pursuant to the procedure referred in the Appendix A.

- 4. Additional Services**
- 4.** Where the Client requires the Consultant to perform Additional Services:
- (i) the Client shall first obtain No objection to request such Additional Services;
 - (ii) within 14 Days of receipt of the Client's request, the Consultant shall prepare a response detailing the manner and/or time for performance (including any adjustment to the Term) and/or cost of such Additional Services including a financial proposal which shall be calculated where appropriate by reference to the remuneration rates and prices contained in Appendix C as appropriate unless otherwise agreed between the Parties and subject to the No objection in any event;
 - (iii) within 14 Days of receipt of the Consultant's response the Client shall evaluate such response and thereafter do all things necessary to obtain the No objection save that No objection shall not be required to be obtained if the Additional Services (1) do not require payment of Additional Costs and/or (2) require the change in the Configuration of the Key Personnel;
 - (iv) save in the circumstances of Sub-clause 4 (iii) (1) and/or (2), the Consultant shall not be obliged to carry out the Additional Services until the No objection is obtained;
 - (v) upon receipt of the No objection the Client shall instruct the Consultant to carry out the Additional Services and upon the terms agreed between the Parties and approved by EBRD and the Client shall in accordance with Clause 5 [Duty of Care and Exercise of Authority] and Clause 30 [Payments to Consultant] cause payment of the Additional Costs to be made to the Consultant and the Maximum Contract Value shall be adjusted as appropriate to take account of the relevant Additional Costs;
 - (vi) the terms and conditions stipulated in this Agreement shall apply to the providing of Additional Services.

5. Duty of Care and Exercise of Authority

- 5.**
- (i) The Consultant shall exercise reasonable skill, care and diligence according to best international practice in the performance including but not limited to the time for performance of his obligations under the Agreement and provide Services in a timely manner according to the Schedule, as updated in time to time by the Parties and in a quality that would guarantee successful and timely completion of the Services and the BIDSF Projects implemented thru the BIDSF.

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- (ii) Where the Services include the exercise of powers or performance of duties authorised or required by the terms of a contract between the Client and any third party, the Consultant shall:
 - (a) act in accordance with the terms of such contract between the Client and the third party and this Agreement provided that where any such action conflicts with the provisions of this Agreement then the provisions of this Agreement shall take precedence in determining the action to be undertaken by the Consultant;
 - (b) if authorised to certify, decide or exercise discretion do so fairly between the Client and any third party not as an arbitrator but as an independent professional acts by his skill and judgement;
 - (c) if so authorised, issue variations to the work scope of any third party, subject to obtaining the prior approval of the Client to any variation which can have an important effect on costs or quality or time (except in any emergency when the Consultant shall inform the Client as soon as possible).
- (iii) Consistent with the obligations set out in Clause 5 (i) above the Consultant shall not knowingly or negligently act or fail to act in connection with the Services in any manner which causes the Client to be in breach of its obligations under the terms of the Grant Agreement or the BIDSF Rules or of any such further agreements as the Client may enter into with third parties in connection with the Services and of which the Consultant has prior knowledge of the terms thereof.
- (iv) When performing the Services the Consultant shall follow the Client's internal procedures as referred to in Terms of Reference (Appendix D) and safety and technical conditions referred to in the Appendix B.
- (v) Consistent with the obligations set out in Clause 5 (i) the Consultant shall comply with nuclear, radiation and conventional safety and environmental norms and relevant regulations, including any regulation and/or decision of the Nuclear Regulatory Authority of the Slovak Republic, Public Health Authority of the Slovak Republic and/or National Nuclear Fond of the Slovak Republic and the Client's existing health and safety rules, Applicable Law and best international practice which in this context shall include IAEA and ICRP codes and standards with particular reference to the ALARA principle.
- (vi) The Consultant is obliged to submit each of the Deliverables, invoices, accompanying documents to invoices and respective contracts to the Client in English and Slovak languages both language

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versions shall be identical. In case of any discrepancy between both versions English language version shall prevail. Where the certified translations of the documents are required by the Slovak Law, the Client, prior to the request to the Consultant to undertake certified translation of the document, shall (i) provide the EBRD with a full justification of such request together with the relevant reference to specific Slovak Act provision and (ii) obtain No objection to this request. On receiving Client's request supported by the copy of the No objection to such request, the Consultant shall undertake and provide certified translation of the document.

- (vii) Deliverables shall be achieved when they receive No objection if necessary and are unconditionally approved by the Client by signing the Deliverable Acceptance Protocol, in accordance with the procedure set forth in Appendix A. Such approval by the Client shall not to be unreasonably withheld or delayed and to be communicated to the Consultant in writing.

6. Equipment, Vehicles and Materials

- (i) Equipment and/or facilities including those set out in Appendix B as appropriate supplied or procured by the Client for the Services shall remain at all times the property of the Client and where practical shall be so marked. When the Services are completed or upon sooner termination of the Agreement such equipment and/or facilities (including any spare parts and/or unused consumables) shall be returned by the Consultant to the Client in accordance with the Client's normative procedures save unless expressly agreed otherwise by the Parties.
- (ii) Subject to Clause 6 (iii) and (iv), equipment and goods brought into the Slovak Republic by the Consultant and/or the Personnel and used either for the Services or personal use shall remain the property of the same.
- (iii) Contaminated equipment and goods as well as the Consultant's private contaminated property shall be dealt with according to Applicable Law.
- (iv) The Consultant shall impose such terms and conditions as are necessary in any sub-contract into which it enters in connection with the Services to ensure the performance by the Consultant of the provisions of this Clause 6.

OBLIGATIONS OF THE CLIENT

7. Information and Duty of Care

- 7.1 The Client shall hand over to the Consultant free of cost the Input Data to perform the Services in accordance with the procedure as

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referred to in Appendix A.

- 7.2 The Client shall:
- (i) act at all times so as to protect the successful implementation of the Services subject to the terms and conditions of this Agreement; and
 - (ii) not knowingly or negligently act or fail to act in connection with the Services in a manner which causes the Client to be in breach of its obligations under the Grant Agreement or the BIDSF Rules; and
 - (iii) notify the Consultant about the amendment/substitution of any Client's internal procedures specified in the Appendix B and D; and
 - (iv) facilitate all necessary interfaces within the PMU and with other parts of the Client organisation so as not to prevent or hinder the performance of the Services by the Consultant.
 - (v) the Client shall issue HOSR to request the Cost Plus Fee Services to be performed by the Consultant. To avoid any doubt, there shall be one HOSR issued for each particular Cost Plus Fee Service. HOSR shall be signed by both Parties. The Consultant shall duly provide particular Cost Plus Fee Service for the time and price stipulated in the HOSR. Should the Scope of Services, including the time and/or price stipulated in HOSR be changed, the Parties shall agree on such change.

- 8. Decisions** 8. On all matters properly referred to him in writing by the Consultant the Client shall give his decision in writing and within a reasonable time.
- 9.** NOT USED.
- 10. Equipment and Facilities** 10. The Client shall make available, free of cost, to the Consultant for the purpose of the Services the equipment and facilities described in Appendix B as appropriate.
- 11.** NOT USED.
- 12. Services of Third Party** 12. If the Client at his own cost arranges for the provision of services from third party the Consultant shall co-operate with the third party of such services but shall not be responsible for them or their performance.

PERSONNEL

- 13. Supply of Personnel** 13.
- (i) Subject to Clause 15 [*Change in Personnel*], the Consultant shall provide to the PMU the Key Experts set out in the Appendix C and E.

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Save in the circumstances set out in Clause 15 (i) and (ii) no Key Expert shall be demobilised without the prior written agreement of the Client, such agreement not to be unreasonably withheld or delayed. Any change in the configuration of the Key Experts whether by way of replacement and/or as part of the provision of Additional and/or Exceptional Services and/or by way of demobilisation shall be notified to EBRD in writing and signed by the Client and Consultant.

- (ii) The Key Expert shall have been physically examined and found fit for their assignments, and their qualifications shall be acceptable to the Client.
- (iii) The Consultant shall respect and abide by all Applicable Law and shall instruct its Key Expert and their dependants as appropriate, while in the Slovak Republic and any local employees employed by the Consultant, that they must respect and abide by all Applicable Law including the requirement to have medical insurance which covers treatment in the Slovak Republic.

14. NOT USED

15. Change in Personnel

- 15.
- (i) If it is necessary for the Consultant to replace any Key Experts, the Consultant shall provide justification to the Client and immediately arrange for replacement by a person of comparable competence and such replacement shall be subject to the prior agreement of the Client, such agreement not to be unreasonably withheld or delayed save that in case of replacement of any Key Expert prior confirmation of No objection shall also be required from EBRD. Any request for replacement shall be in writing following the notice procedure referred in the Appendix A. The cost associated with the demobilisation of the Key Expert to be replaced and those associated with the mobilisation of such replacement personnel shall be borne by the Consultant save in circumstances where the Key Expert are being replaced by reason of long term ill health or physical incapacity in which event the costs associated with demobilisation of the affected Key Expert and mobilisation of the replacement personnel shall be treated as a reimbursable expense within Appendix C.
 - (ii) In the event that any of the Key Experts is found by the Client to be incompetent and/or negligent and/or guilty of any of the Prohibited Practices as defined in Sub-Clause 27.2 (iv) [*Abandonment, Suspension or Termination*]) and/or failing to comply with Applicable Law in discharging his assigned duties, the Consultant shall upon the Client's written request forthwith provide a suitable replacement person with equivalent qualifications and competence acceptable to the Client such acceptance not to be unreasonably withheld or delayed. The cost of such replacement shall be borne by the

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Consultant.

16. Liability between the parties

16. Notwithstanding any other Clause of this Agreement, neither Party shall be liable to the other by way of indemnity or by reason of any breach of the Agreement or statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any indirect or consequential damage whatsoever that may be suffered by the other except in cases of deliberate default or reckless conduct on the part of either Party or on the part of any person acting on behalf of either Party.

16.1 Liability of the Consultant

The Consultant shall only be liable for Non Nuclear Damage to the Client arising out of or in connection with the Agreement if a breach of Clause 5 [*Duty Care and Exercise of Authority*] or non-performance of Clause 3 [*Scope of Services*] is established against him.

16.2 Liability of the Client

The Client shall be liable to the Consultant if a breach of his duty to the Consultant is established against the Client.

16.3 Compensation

Where the Consultant is liable to the Client for Non Nuclear Damage under Sub-clause 16.1 [*Liability of the Consultant*] above, compensation shall be payable by the Consultant to the Client on the following terms:

- (i) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach;
- (ii) In any event, the amount of such compensation will be limited to the amounts specified in Sub-clause 18.1. [*Limit of Compensation*]

16.4 Nuclear Liability

Any liability for Nuclear Damage shall be dealt with in accordance with Atomic Act and Act No. 125/2006 Coll. on State Supervision of Work Safety as amended.

17. Duration of Liability

17. In respect of Non-Nuclear Liability neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period of three (3) years following completion of the Services on termination of the Agreement, or such earlier date as may be prescribed by the relevant Applicable Law.

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18. Limit of Compensation and Indemnity

18.

18.1 Limit of compensation

The limits of compensation are as follows:

- (i) If the Consultant is found to have a liability under Clause 16.1 either during the performance of the Services or within a period of 12 months after completion of the Services, he shall so far as possible re-perform the relevant Services in accordance with his obligations hereunder without entitlement to payment for such re-performance and without any adverse impact on the availability of the Consultant's Personnel to continue to perform the Services.
- (ii) The maximum amount of compensation payable for liability in respect of Non Nuclear Damage by either party to the other in respect of liability under Clauses 16.1, 16.2 and 16.3 (in so far as re-performance of the Services has not satisfied that liability) is limited to the amount of Maximum Contract Value provided that in the case of any uninsured liability of the Client to the Consultant other than that arising under Clause 25, such limit shall not exceed the amount which the Client is entitled to recover under the Grant Agreement. This limit is without prejudice to any Agreed Compensation specified under Clause 31 (ii) or otherwise imposed by the Agreement.

18.2 Indemnity


18.2 So far as the Applicable Law permits in respect of any Non-Nuclear Liability, the Client shall indemnify the Consultant and the Consultant shall indemnify the Client against the adverse effects of claims by third parties which arise out of or in connection with the Agreement except:

- (i) in so far as they are covered by insurances arranged under the terms of Clause 19; or
- (ii) made after the expiry of the period of liability referred to in Clause 17.

18.3 Exceptions

18.3 The limits and exceptions imposed by Clauses 18.1 and 18.2 shall not apply to claims arising:

- (i) from deliberate default or reckless misconduct, and/or
- (ii) otherwise than in connection with the performance of obligations under the Agreement.

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19. Insurance for Liability and Indemnity

- 19.1 The Consultant shall:
- (i) insure his liability under Clause 16.1 for at least the amount of EUR 10 millions in respect of each and every claim; and
 - (ii) insure against public/third party liability for at least the limit of the amount of EUR 2 millions cover; and
 - (iii) insure those motor vehicles purchased/leased by the Consultant for the purpose of the Services against theft, damage and third party liability.

If so requested, the Consultant shall make all reasonable endeavours to effect an increase in insurance with an insurer and on such terms as are approved by the Client such approval not to be unreasonably withheld or delayed the cost of such increase being an Additional Cost.

- 19.2 During the Term and subject to the terms of the relevant insurance policies the Client shall:
- (i) insure against public/third party liability for at least the sum of:
 - (a) EUR 3,000 for any one event and EUR 6,000 in the aggregate for events in the territory of the Slovak Republic; and
 - (b) EUR 1,200 for any one event and EUR 2,500 in the aggregate for events elsewhere in Europe; and
 - (ii) save to the extend insured by the Consultant in accordance with Clause 20, insure those buildings and structures, equipment and instruments owned by the Client and occupied and/or used by the PMU against loss or damage for at least the sum EUR 1,600,000.

20. Insurance of and Liability for Clients' Property

20. The Consultant shall make all reasonable efforts to insure and keep insured during the Term on terms acceptable to the Client:
- (i) against loss or damage to the property supplied and/or purchased by the Consultant for the purposes of the Services pursuant to Clause 6 (iv), and
 - (ii) against liabilities arising out of the use of such property.

The Consultant shall procure that the interest of the Client is noted on any such policy of insurance. The cost of such insurance shall be at the expense of the Consultant. The Consultant shall be under no obligation to maintain such policies of insurance after the date on

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which such property is transferred and delivered up to the Client pursuant to Clause 6 (iv).

- 20A. Insurance** 20A. The Consultant shall maintain in force the relevant insurances required pursuant to the Agreement throughout the duration of the Agreement and in respect of the insurance required under Clause 19.1(i) the duration of the Agreement. When required by the Client the Consultant shall submit evidence to the Client that the policies of insurance are being maintained in the form of a Certificate of Insurance.

COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF THE AGREEMENT

- 21. Effective Date** 21. The Effective Date is the date following the day of the publication of this Agreement according to the Free Access to Information Act. The Client shall inform when they are published.


- 22. Commencement and Completion** 22.1 This Agreement is entered by and between Parties from the Effective Date until 31st December 2014 (the "**Term**"), unless terminated with earlier effect pursuant to Clauses 27 [*Abandonment, Suspension or Termination*] of this Agreement. The Client and the Consultant may, with the approval of the EBRD, agree to prolong the Term. The Services shall be commenced and completed within the Term.

- 23. Variations** 23. The Parties shall follow the variation procedure referred in Appendix A.

- 24. Review** 24.1 The Parties represent that the prices and the time for performance of the Future Lump Sum Deliverables as referred in Appendix A and C are determined on basis of the assumptions made by the Consultant as of the Effective Date taking into consideration all possible risks and uncertainties that might have impact on the future performance of each of the Future Lump Sum Deliverables in the extend of the Scope of the Services. The said assumptions, including the breakdown of the prices of the Future Lump Sum Deliverables are stipulated in the Appendix C. The Parties represent that the prices and time for performance of the Future Lump Sum Deliverables shall be considered as maximum prices and maximum time for performance.

- 24.2 Once the following BIDSF Projects: (i) B6.5 [Decommissioning Project Basic Design], (ii) B6.5-D3.1 [Plant Modification & New installation Plan], (iii) B6.5-D3.6 [Work Packages for the Decommissioning Projects], (iv) D7.1-D3 [Detailed analysis of alternatives], and (v) D4.1 are finalised than the Parties shall evaluate the Scope of the Services, time for performance and prices of the Future Lump Sum Deliverables and the impact of the mentioned BIDSF Projects on all of the Future Lump Sum Deliverables.

- 24.3 If there is an impact the Parties shall review the Future Lump Sum

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Deliverables (hereinafter only the "Review"). If needed, the Client shall request the EBRD the No objection for the recommendation of Review.

- 24.4 If and in so far as Review includes adjustments and/or alterations to the scope, time, and/or price of the Services, this Agreement, including the relevant Appendixes shall be amended to incorporate such adjustments and/or alterations.
- 24.5 The Parties acknowledge that the prices and time for performance of the Future Lump Sum Deliverables impacted by the results of the BIDSF Projects shall be reduces, as long as there is not any other impact that could not be assumed as of the Effective Date.
- 24.6 In the circumstances of Clause 24.4, the Consultant shall
(i) prepare a proposal detailing the adjustments and/or alterations taking into account the reduction referred in the 24.5; and
(ii) submit such proposal to the Client within 10 Days of receipt of notification from the Client of the requirements of Review for the adjustments and/or alteration of the scope of Services.
- 24.7 Within 10 Days of receipt the Client shall evaluate the Consultant's proposal and upon agreement by the Parties of such proposal or any amended proposal the Client shall do all things necessary to obtain No objection.
- 24.8 The Consultant shall not be obliged to carry out the adjusted and/or altered scope of the Future Lump Sum Deliverables until the No objection is obtained by the Client.
- 24.9 The Parties shall apply this Clause accordingly also in case the Client requests any of the Future Lump Sum Deliverables to be performed by the Consultant under the terms and conditions of this Agreement, if not agreed otherwise.

25. Claims

- 25.1 If the Consultant considers himself to be entitled to any extension of the time for performance of any of the Deliverable and/or any additional payment as regards to them, under any clause of this Agreement, the Consultant shall give notice to the Client, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 7 Days after the Consultant became aware, or should have become aware, of the event or circumstance.
- 25.2 If the Consultant fails to claim within such a period, the time shall not be extended and the Consultant shall not be entitled for additional payment and the Client shall be discharged from all liability in connection with the claim.
- 25.3 As soon as practicable, but not later than 7 Days after the submission

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of the notice, the Consultant shall send a full detail claim, which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If needed the Parties may agree on additional time to clarify the basis and the particulars of the claim.

25.4 Within 7 Days after receiving the claim and the particulars supporting it, the Client shall respond with approval or disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.

25.5 Without any precedence to the previous paragraph, if the claim has an effect on the price and/or Term and the Client considers the claim to be substantiated, the Client shall request the EBRD for No objection in this regard, as soon as practicable, but no later than 3 Days from the submission of the claim and the supporting particulars to it. The Client shall inform the Consultant on the stage of the procedure. Without undue delay after the respond form the EBRD, the Client shall inform the Consultant accordingly.

25.6 If the Client disagree with the claim, the Consultant shall have the right to initiate an amicable settlement in accordance with Clause 43.

25.7 Finally if the claim is accepted by the Client or the Client obtains No objection to the claim, the parties shall reflect the results of the Claim into an amendment to the Agreement and elaborate and sign the necessary documents.

25.8 The Consultant shall not make any claims in respect of delays which have no material effect on the ability of the Consultant to perform its obligations under the Agreement.

25A. Delays

25A.1 The Parties shall at all times (including during any period of lawful suspension by the Consultant or the Client of all or part of the Services) use reasonable endeavours to avoid delay to the performance of the Services and to mitigate the effects of any such delay however caused.

25A.2 If the Services are impeded or delayed so as to increase the time necessary for the performance of all or part of the Services the Consultant shall inform the Client of the circumstances as soon as he becomes aware of them and the probable effects as soon as practicable. If any delay occurs, the Parties shall agree how to proceed to meet the Submission Date and/or to shorten the period of delay as much as possible. If the delay to the performance of all or part of the Services is caused by each Party, the Parties shall take into consideration the delay of each Party. The delays of the Parties shall be set-off to determine the Party in delay.

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25A.3 If and to the extent that delays are caused by the Consultant to the performance of all or part of the Services then the Consultant shall perform the particular Services in delay during such period of delay at his own cost and without any adverse impact on the availability of Consultant Personnel to continue to perform the Services. Should the Parties do not agree on the postponement of the Completion Date of the particular Services, the Consultant shall accelerate the work to meet the Submission Date.

25A.4 If the delay is attributable to the Client, the Consultant shall have the right to claim for additional time and price of the Deliverable using the claiming procedure, should the Parties do not agree otherwise how to proceed with performance of Services in delay.

25A.5 Should the Client is in delay with the provision of any co-operation or carrying out of any obligation, the Consultant shall notify the Client in writing about the delay. Should the Consultant fail to notify the Client on delay without undue delay in writing, it shall be deemed the Client is not in delay with provision of any co-operation or carrying out of any obligation.

25B. Penalty

Contractual

25B.1 If the Consultant does not fulfil its obligation to deliver particular Lump Sum Deliverable duly and on time (i. e. on the Submission Date at the latest), the Client shall be entitled to demand from the Consultant a contractual penalty in the following amount of percentage from the price of the particular Lump Sum Deliverable for each started calendar day in which the Consultant is in the breach of this Agreement:

(i) for the first 10 calendar days of the breach, the contractual penalty shall be in the amount of 0,05 % of the price of the particular Lump Sum Deliverable;


(ii) for the consequent 10 calendar days of the breach, the contractual penalty shall be in the amount of 0,1 % of the price of the particular Lump Sum Deliverable;

(iii) for the consequent 10 calendar days of the breach, the contractual penalty shall be in the amount of 0,2 % of the price of the particular Lump Sum Deliverable;

(iv) for the consequent 10 calendar days of the breach, the contractual penalty shall be in the amount of 0,5 % of the price of the particular Lump Sum Deliverable; and

(v) for the all consequent calendar days of the breach, the contractual penalty shall be in the amount of 1 % of the price of the particular Lump Sum Deliverable.

25B.2 Payment of any contractual penalty does not relieve the Consultant

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from the obligation to deliver the relevant Lump Sum Deliverable to the Client.

25B.3 The Parties agree that the contractual penalty for a breach of this Agreement stipulated in 25B.1 shall not exceed the amount of 10 % of the price of the relevant Lump Sum Deliverable. The Parties agree that the contractual penalty for all breaches of this Agreement stipulated in 25B.1 in aggregate shall not exceed the amount of 10 % of the Maximum Contract Value.

26. Force Majeure

26.1 Neither Party shall be liable for a failure to perform any of his obligations in so far as he proves:

- (i) that the failure was due to an impediment beyond his control;
- (ii) that he could not reasonably be expected to have taken the impediment and its effects upon his ability to perform into account at the Date of Commencement;
- (iii) that he could not reasonably have avoided or overcome it or at least its effects.

26.2 An impediment within Clause 26.1 above may result from events the same or similar to the following events including:

- (i) war whether declared or not, civil war, riots and revolutions, acts of piracy, acts of sabotage, industrial disasters, disease epidemic;
- (ii) natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
- (iii) subject to Clause 26.3 acts of authority, delays, whether lawful or unlawful, save for acts for which the Party seeking relief has assumed the risk by virtue of other provisions of the Agreement.

26.3 For the purposes of Clause 26.2 above, and unless otherwise provided in the Agreement, impediment does not include lack of authorisations, of licences, of entry or residence permits, or of approvals necessary from a public authority of any kind whatsoever for the performance of the Agreement if such delay or lack of authorisation by the public authority is due to an act or failure to act of the Party alleging the impediment and/or the delay is within the reasonable contemplation of the Party invoking the impediment.

26.4 A Party seeking relief shall as soon as practicable after the impediment and its effects upon his ability to perform became known to him give notice to the other Party of such impediment and its effects on his ability to perform. If the Consultant fails to give timely notice of the impediment, he will forfeit the claim for relief. Notice shall also be given as soon as the ground of relief ceases.

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26.5 The ground of relief takes effect from the time of the impediment. Failure to give timely notice makes the failing Party liable in damages for loss which otherwise could have been avoided.

26.6 Subject to Clause 26.5 and without prejudice to Clause 28 if circumstances under Clause 26.1 arise neither Party shall be liable to the other for failure to perform the Agreement in so far as the impediment has prevented it, save from the obligation to pay interest on money owing under the Agreement at the time the impediment occurred, performance of the Agreement shall be suspended as long as and to the extent that the ground subsists.

26.7 Further it postpones the time for performance, for such period as may be reasonable to overcome the impediment and the suspension and thereby excludes the other Party's right if any, to terminate or rescind the Agreement. In determining what is a reasonable period, regard shall be had to the failing Party's ability to resume performance, and the other Party's interest in receiving performance despite the delay.

27. Abandonment, Suspension or Termination

27.1 Suspension by Notice of the Client

27.1 The Client may suspend all or part of the Services if its right to make application under the Grant Agreements for disbursements is suspended in whole or in part by notice in writing of not less than 14 Days to the Consultant whereupon subject to the prior implementation of all relevant health and safety procedures by the Consultant the relevant Services shall be suspended and the Consultant shall immediately make all necessary arrangements to minimise his expenditure.

27.2 The Client shall have the right to suspend the Services or part of it in its sole discretion and for any reason.

27.2 Termination by Notice of the Client

27.2 Unless otherwise specified the Client may terminate the Agreement by notice of at least 42 Days in writing to the Consultant in the following circumstances:

- (i) if its right to make application for disbursements under the Grant Agreements has been terminated;
- (ii) EAI, Iberdrola and/or Indra becomes insolvent or bankrupt under any applicable laws or any petition for bankruptcy, liquidation, winding-up, restructuring or any similar proceeding with respect to the Consultant or its assets, is filed with the relevant authority under any applicable laws;

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- (iii) if the Client having considered that the Consultant is without good reason not discharging his obligations and having informed the Consultant by notice stating the grounds therefore ("the Information Notice"), and if a satisfactory reply has not been received within 21 Days, provided always that the notice to terminate is given within 35 Days of the Information Notice;
- (iv) If the Consultant has engaged in corrupt or fraudulent practices ("**Prohibited Practices**") in competing for or in executing the Services, the Client may terminate the Agreement with immediate effect. In accordance with the EBRD Rules and the BIDSF Rules and for the purposes of this sub-clause,
- "coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
- "collusive practice"** means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- "corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party
- "fraudulent practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation
- (v) in any other circumstances than those set out in Sub-Clauses (i), (ii), (iii) and (iv) above upon the expiry of not less than 42 Days notice in writing to the Consultant whereupon the Consultant shall immediately make all necessary arrangements to cease the provision of the Services and minimise his expenditure.

27.3 Termination by Notice of the Consultant

- 27.3 After giving at least 14 Days written notice to the Client the Consultant may by a further notice of at least 42 Days terminate the Agreement or at his discretion without prejudice to the right to terminate can suspend performance of the whole or part of the Services provided that a response satisfactory to the Consultant has not been received:
- (i) when 28 Days after the due date for payment of an invoice he has not for any reason received payment of that part of it which has not at that time been contested in writing; or
- (ii) when Services have been suspended under either Clause 26 or Clause 27.1 and the period of suspension has exceeded 120 Days.

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27A. Payment on Termination and/or Suspension

- 27A.1 Upon termination of the Agreement pursuant to Clause 27.3 and subject to the Consultant taking all reasonable measures to minimise cost, the Consultant shall be entitled to be paid the reasonable demobilisation costs of the Key Experts.
- 27A.2 Without prejudice to other rights arising under the Agreement in connection with its termination, upon delivery of notice of termination to Consultant or to Client for whatever reason the Consultant shall promptly, but no later than in five (5) days deliver to the Client in writing a list of particular Services already partially prepared, but not yet duly delivered, together with designation of stage of preparation (in per cent as part towards full completeness) and days necessary for their completion. The Client designates those Services from such list of prepared, but non-finalised Services which the Consultant shall (i) complete and duly deliver no later than on the effective date of the termination of this Agreement, and/or (ii) deliver in their non-finalised stage of their provision no later than on the effective date of the termination, or (iii) cancel and terminate. The application of this Clause shall not be considered as an amendment to this Agreement, in particular, it shall not be considered as an amendment of the Submission Date or payment conditions with respect to Services designated by the Client. The Parties shall agree on the payment conditions.
- 27A.3 Upon Termination of this Agreement for whatever reason the Consultant shall promptly deliver to the Client any and all materials, documents, software, products and documents including, but without limitation, the particular Services developed and/or produced by or on behalf of the Client under this Agreement (and copies thereof) and each Party shall return forthwith to the other any and all property (and copies thereof) on any media belonging to the other or which is received from any third party and in its possession or under its control and that Party shall confirm in writing to the other that it has complied in all respects with this Clause if requested to do so by the other.
- 27A.4 Any expiration or termination of this Agreement for any reason shall not affect any accrued rights or liabilities of either Party under this Agreement nor the coming into force or the continuation in force of any provision of this Agreement which is expressly or by implication intended to come into, or continue, in force on or after such expiration or termination.
- 27A.5 Neither the Client nor the Consultant may rescind or withdraw from (in Slovak: *odstúpiť*) this Agreement. The application of Sections 344 to 351 of the Commercial Code shall be hereby excluded.

28. Exceptional Services

- 28.1 Upon the occurrence of circumstances described in Clause 25, Clause 25A, Clause 26 or abandonment or suspension or resumption of Services or upon the termination of the Agreement otherwise than

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under the provisions of Clause 27.2 any necessary work or expense by the Consultant additional to the Normal Services and/or Additional Services shall be regarded as Exceptional Services.

28.2 The performance of Exceptional Services shall entitle the Consultant to extra time necessary for their performance and to payment of Exceptional Costs on such terms as shall reasonably be agreed previously between the Parties for performing them and approved by EBRD and calculated where appropriate by reference to the remuneration rates and prices contained within Appendix C. The Client shall in accordance with Article 5 and Clause 30 cause payment of the Exceptional Costs to be made to the Consultant and sums payable for the Services and/or Additional Services and/or Maximum Contract Value shall be adjusted as appropriate to take account of such Exceptional Costs.

28.3 The Parties agree that the Consultant shall not be entitled to any payment of Exceptional Cost once they are included in the price of Deliverable upon a claiming procedure and/or variation procedure.

29. Rights and Liabilities of Parties

29.1 Termination of the Agreement shall not prejudice or affect the accrued rights and/or claims and/or liabilities of the Parties.

29.2 After termination of the Agreement, the provisions of Clauses 16, 17, 18, 26, 27A, 29, 30 (ii), 31, 32, 35, 39.1, 42, 43 and 44 shall remain in force.

30. Payment to Consultant


30. The Client shall do all things within its power to procure payment from EBRD to the Consultant in accordance with the Grant Agreement for the Services and in accordance with the Appendix C and also in respect of any amounts which may then become due under Clause 27A.

30A. Advance Payment

30A. Within 30 Days of the Effective Date the Consultant shall procure the Advance Payment Guarantee and its delivery to the Client. Subject thereto, the Client shall procure payment of the Advance Payment to the Consultant within 30 Days.

Subject to delivery of the Advance Payment Guarantee acceptable to the Client and upon delivery of the Advance Payment Request, the Client shall pay to the Consultant the Advance Payment corresponding to 15 % of the Maximum Contract Value on the Effective Date. The Consultant shall deliver the Advance Payment Request within 30 Days of the Effective Date. The copy of the Advance Payment Guarantee and the invoice for the amount of the Advance Payment shall be attached to the Advance Payment Request.

The Consultant shall ensure that the Advance Payment Guarantee is valid and enforceable until the time the Advance Payment has been

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repaid, its amount may be progressively reduced by the amount repaid by the Consultant. If the terms of the Advance Payment Guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Consultant shall extend the validity of the Advance Payment Guarantee until the advance payment has been repaid.

The advance payment shall be repaid in accordance with Appendix C Section 2.0 Mode of Billing and Payment - 2.1 Advance Payment.

31. Time for Payment 31.

- (i) Amounts due to the Consultant shall be paid in accordance with the time stated in Appendix C.
- (ii) If the Consultant does not receive payment within the time stated in Appendix C he shall be paid Agreed Compensation at the rate defined in Appendix C. Such Agreed Compensation shall not affect the rights of the Consultant stated in Clause 27.3.

32. Currency of Payment 32.

The currency applicable to the Agreement is Euro.

33. Third Party Charges On The Consultant 33.

Except where specified in Appendix C as appropriate:

- (i) in order to give effect to the Framework Agreement, the Client shall use all reasonable endeavours to arrange that exemption is granted to the Consultant and those of his Personnel who are not normally resident in the Slovak Republic from any payments required by the Government of the Slovak Republic or authorised third parties in the Slovak Republic which arise from this Agreement in respect of:
 - (a) their remuneration;
 - (b) their imported goods other than food and drink;
 - (c) goods imported for the Services;
 - (d) documents.
- (ii) Subject to Clause 6 Provided that the goods when no longer required for the purpose of the Services are not the property of the Client:
 - (a) shall not be disposed of in the country of the Services without the Client's approval;
 - (b) shall not be exported without payment to the Client of any refund or rebate recoverable and received from the Government or authorised

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third parties.

- (iii) In relation to the performance of the Services the Consultant shall cooperate fully with the relevant Slovak tax authorities and shall use all reasonable endeavours to obtain all necessary tax registrations in the Slovak Republic and the reclaim of any tax paid by the Consultant where appropriate.

- 34.** 34. If any item or part of an item in an invoice submitted by the Consultant is contested by the Client, the Client shall (i) within thirty (30) Days of receipt of invoice notify the Consultant in writing about the reasons and request the Consultant to provide a credit note for the contested part of the invoice; and (ii) once the Client has received the requested credit note(s) from the Consultant, the Client shall within fifteen (15) Days of receipt of requested credit note(s) send the correct request for disbursement application forms fully compliant with the procedure established in the EBRD Disbursement Handbook for Public Sector Loans together with the invoice fully compliant with the provisions of Appendix C for payment to the EBRD and at the same time the Client shall send a scanned copy to the Consultant.
Sub-Clause (ii) of Clause 31 shall apply to all contested amounts which are finally determined to be payable to the Consultant.

- 35. Independent Audit and Records** 35. The Consultant shall maintain up to date records which clearly identify relevant time and expenses and implementation of all quality assurance and quality control procedures applicable to the Services. The Client can at notice of not less than 7 Days require an audit of any amount claimed by the Consultant including billing rates by attending during normal working hours at the office where the records are maintained. The Consultant shall, subject to agreement of a confidentiality agreement, permit EBRD or its designated representative periodically to inspect the financial accounts and records (including but not limited to management records relating to the implementation of all quality assurance and quality control procedures applicable to the Services) of the Consultant in relation to the Agreement and make copies thereof as well as have them audited by auditors appointed by EBRD.

GENERAL PROVISIONS

- 36. Languages** 36. The language of the Agreement shall be English. The ruling language of the Agreement shall be English.
- 36A. Governing Law** 36A.1 This Agreement is governed by the Slovak Law.
- 36A.2 The Parties agreed the services initiated under the Consultancy Services Phase 5 and regulated under the Previous Contract and included in the Services under this Agreement as referred in Section

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1.7, Table 2 Cost plus Fee Services cat. 2 are governed by the Slovak Law.

37. Changes in Legislation

37. If after the date of the Effective Date the cost or duration of any of the Services is altered as a result of changes in or additions to the regulations in the Slovak Republic and the norms and/or regulations and/or decisions referred to in Clause 5 (v) the Services are to be performed and the Maximum Contract Value as appropriate and the time for completion shall be adjusted accordingly.

38. Assignment and Sub-Contracts

- 38.
- (i) The Consultant shall not without the written consent of the Client assign the benefits from the Agreement other than money.
 - (ii) Save for the procurement of routine goods and services such as and including transcription, copying, interpretation or transportation, the Consultant shall not without the prior written consent of the Client initiate any sub-contract for the performance of all or part of the Services and shall provide the Client with a copy of the proposed sub-contract for comment prior to the Consultant entering into such sub-contract and if and in so far as the Client provides comments on the terms of the sub-contract then the Consultant shall take proper account of such comments in agreeing the final form of such sub-contract with the relevant sub-contractor. In any event, any such sub-contract shall not include a provision entitling the Consultant to terminate such sub-contract without proper cause or for the sub-contractor to terminate at will.
 - (iii) In circumstances where the Consultant reasonably believes that the performance of its obligations under the Agreement is being materially and adversely affected by the performance of one or more of its sub-contractors then the Consultant shall inform and consult with the Client prior to initiating any termination procedures under such sub-contract and shall explain to the Client the reasons why the Consultant requires to terminate the sub-contract. However, the Consultant shall not proceed to effect such termination before it has provided an explanation to the reasonable satisfaction of the Client as to the proposed arrangements for the proper performance of that part of the Services previously undertaken by the relevant sub-contractor.
 - (iv) The Client hereby approves the sub-contracting by the Consultant and the subcontractor(s) listed in the Appendix C.
 - (v) If the subcontractor(s) listed in the Appendix C is to be changed anytime during the Term, the new subcontractor(s) shall be subject to the prior written approval of the Client and the prior No objection of EBRD.

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39. Intellectual Property Rights

- 39.1 Subject to Sub-Clauses 39.2 (i) (a) and (b) below all reports and relevant data or other intellectual property whether in electronic form or otherwise including but not limited to maps, diagrams, plans, statistics, software (including licensing rights) and supporting records or materials first produced or prepared in the course of the Services ("the Information") shall be the absolute property of the Client who shall have copyright in the Information. Such Information when based on confidential information, or containing confidential information not subject to Sub-Clause 39.2 (i) (a) below, shall also be treated as confidential. The Consultant agrees to deliver all such items to the Client not later than completion of this Contract, together with a detailed inventory thereof. The Consultant may retain a copy of the Information.
- 39.2 (i) Information designated in writing by any Party as confidential shall be treated as and remain confidential subject to Sub-Clause 39.2 (i)(a) below.
- (a) The following categories of Information are not confidential:
- (.1) information received by either Party that is publicly available;
 - (.2) information received by either Party from a third party with no limits on its confidentiality;
 - (.3) information already known without restriction by the Party receiving it; and
 - (.4) information required by a court or arbitration tribunal or any regulatory authority; and
 - (.5) after the expiry period referred to Clause 17 information previously designated as confidential.
- (b) The Client shall grant a licence to the Consultant to use the Information for purposes unrelated to the performance of the Agreement save in respect of new technical data developed in the course of the performance of the Agreement on the basis of original data provided by the Client. Provided always that such new technical data may be used by the Consultant for its own internal non-profit making purposes.
- 39.2 (ii) The Consultant will not publicise any information whether based on Client data and materials or otherwise without the Client's prior written consent which consent shall not be unreasonably withheld or delayed.

40. Conflict of Interest

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- (i) Unless otherwise agreed in writing by the Client the Consultant and the Consultant Personnel shall have no interest in nor receive remuneration in connection with the Services except as provided for in the Agreement.
- (ii) The Consultant shall not engage in any activity which might conflict with the interests of the Client under the Agreement.
- (ii) The Consultant shall ensure that no circumstances arise during the performance of the Services in which the Consultant's activities under the Agreement conflict or might conflict with the personal interest of the Consultant or with any services which he may render to third parties.

41. Notices

- 41. The Parties shall follow the procedures regarding notice and communication referred in the Appendix A.

42. Publication and Confidentiality

- 42.1 Neither Party shall divulge to any other third party other than for the purposes of the Services, or use for any purpose other than the Services any information specifically provided on a commercially confidential basis and so identified, studies carried out by other persons and provided on a confidential basis for the Services, trade secrets, financial or trading information relating to the other Party which it acquires as a result of entering into this Agreement. Such information will only be provided to a third party subject to the same confidentiality obligation.
- 42.2 Subject to Clause 42.1, the Consultant, either alone or jointly with others, can publish material relating to the Services. Publication shall be subject to approval of the Client, not to be unreasonably withheld, if it is within two years of completion of the Services or termination of the Agreement.
- 42.3 In relation with the obligation under the Applicable Law regarding the publication of documents, with the signature of this Agreement the Consultant hereby gives its consent to publish on the website of the Client, for an indefinite time period, the whole Agreement including any eventual future amendments and appendixes and enclosures of the Agreement and any other documents related to the Agreement. Also, the Consultant hereby gives its consent to publish on the website of the Client for an indefinite time period any invoices issued by the Consultant in relation to this Agreement. The Client shall bear all costs related to the publication of the above mentioned documents. To avoid any uncertainties, the Consultant grants also its consent to publish information underlying trade secrecy according § 17 of the Commercial Code contained in the above mentioned documents by means as stated above whereby the publication of these information does not represent breach of the trade secrecy by

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the Client. Also, the Consultant hereby acknowledges that any information provided by the Consultant contained in the abovementioned documents shall not be considered as confidential according §271 of the Commercial Code. Despite of the above authorization of the Client to publish the above mentioned documents, the Consultant shall treat the details of the Agreement as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. The Consultant shall not publish, permit to be published, or disclose any particulars of the Services in any trade or technical paper or elsewhere without the previous written agreement of the Client. Without a written agreement of the Client, the Consultant shall be liable for any damages caused by provision of these information to third persons.

SETTLEMENT OF DISPUTES

43. Disputes Resolution

- 43.1 The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.
- 43.2 Any dispute between the Client and the Consultant as to matters arising under this agreement or in connection with it or related to its violation, termination or nullity, which cannot be settled amicably as a precondition to arbitration proceedings referred to in the Clause 44 within 30 days after the receipt of a request of one Party to the other Party for such amicable settlement.

44. Arbitration

44. Rules of Procedure
- (i) Arbitration Proceedings shall be conducted in accordance with The Rules of the International Chamber of Commerce current at the time the reference to arbitration is made.
 - (ii) The place of arbitration shall be London England and the language of the arbitration shall be English.
 - (iii) The arbitration tribunal decision shall be final and binding upon the Parties.
 - (iv) The costs of the arbitration shall be in the discretion of the arbitration tribunal.
 - (v) There shall be 3 arbitrators, all of whom shall be fluent in English. The Client shall appoint one arbitrator and the Consultant shall appoint one arbitrator, each within fifteen (15) Days of receipt by the respondent Party of the notice of arbitration from the claimant Party. The third arbitrator shall be appointed within five (5) Days of the appointment of the second arbitrator by the arbitrators appointed by the Client and the Consultant and shall serve as chairman of the panel. Failing the appointment of the third arbitrator by the two appointed arbitrators, either Party may apply to the ICC for appointment of a third arbitrator.
 - (vi) Judgment upon any award of the arbitration may be entered in any court having jurisdiction or application may be made to any such

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court for judicial acceptance of the award and an order of enforcement, as the case may be.

45. Miscellaneous

- 45.1 The Agreement incorporates the entire agreement and understanding between the Parties in relation to all matters contained herein, including all rights, obligations and liabilities and supersedes all previous oral and written representations.

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ANNEX 1

FORM OF ADVANCE PAYMENT GUARANTEE

[*BANK HEADED PAPER*]

Dear Sirs

Re: []

1. We understand that you intend to enter into a contract dated [] with [] for consultancy services in connection with the provision of management support for the overall management and management of work associated with Bohunice International Decommissioning Fund funded or co-funded projects relating to units 1 and 2 of Bohunice V1 Nuclear Power Plant ("the Contract") for the Maximum Contract Value of Euros [] and that the Contract provides for certain advance payments to be made to the Consultant as more particularly set out in the Contract and that you intend to make an advance payment or payments there under ("the Advance Payment").

2. In consideration of you entering into the Contract we hereby unconditionally and irrevocably guarantee that if the Consultant fails to perform his obligations under or in connection with the Contract we shall pay to you such sum as shall represent the amount of the Advance Payment less any sums which under the terms of the Contract have been set off by you against the invoices provided by the Consultant.

3. This guarantee shall not come into effect until the Advance Payment has been made in accordance with the terms of the Contract.

4. Any demand hereunder shall be accompanied by a statement signed by [] that the employment of the Consultant under the Contract has been determined in accordance with the terms of the Contract or that the Contract has been lawfully terminated and such statement shall be conclusive evidence without need for further proof or enquiry that the Consultant has failed to perform his obligations under or in connection with the Contract.

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5. Our maximum liability hereunder shall not exceed Euros[].
6. The amount of this guarantee shall automatically reduce in equal instalments by way of set off against the Maximum Contract Value commencing with [] and thereafter until [].
7. This guarantee shall expire upon the date on which the Advance Payment shall have been set off in full by you against the statements provided by the Consultant under the terms of the Contract ("Expiry"). This guarantee shall nevertheless remain valid for any demands received by us on or before Expiry.
8. Our liability shall not be discharged or affected in any way by any provision, novation, amendment, extension or variation of or under the Contract or by any act carried out in performance or purported performance of the Contract or by any other fact, circumstance, provision of statute or rule of law which might, but for this clause, have entitled us to be released in whole or in part from our obligations under this guarantee.
9. You may assign the benefit of this guarantee without our prior consent provided that notice of assignment is given to us.
10. Any demands, claims or notices under this guarantee shall be made by notice in writing by you addressed to us at the address given at the top of this guarantee or such other address notified to you in writing by us. Such demand, claim or notice is to be given by first class post and shall be deemed to be served upon us two days after posting.
11. This guarantee shall be governed by and construed in accordance with the law of the Slovak Republic.

Yours faithfully

.....
Duly Authorised Officer

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ANNEX 2A

FORM OF VARIATION ORDER

Ref. N :°	Revision:	Date :
Initial price of Deliverable referred in Appendix C of the Agreement :		Agreed price :
<p>DESCRIPTION OF SERVICES</p> <p>Scope of the services : (Description)</p> <p>Work Schedule:</p> <p>Particular conditions of its implementation: (Description)</p> <p>Workload's breakdown</p> <p>Justification:</p> <p>Associated Documents: (Description)</p>		

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Client's validation		Consultant's reception	
Project Manager :		Project Manager :	
Name and signature :	Date :	Name and Signature :	Date :
Approved by :			
Name and signature :	Date :		

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ANNEX 2B

FORM OF REQUEST FOR ADDITIONAL SERVICES

Ref. N :°	Revision:	Date :	
DESCRIPTION OF ADDITIONAL SERVICES Scope of the services : (Description) Particular conditions of its implementation: (Description) Associated Documents: (Description)			
Client's validation		Consultant's reception	
Project Manager :		Project Manager :	
Name and signature :	Date :	Name and Signature :	Date :
Approved by :			
Name and signature :	Date :		

Ref N° :	Revision:	Date:
<u>DESCRIPTION OF THE PROPOSED SERVICES</u> Scope of the services:		

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Work Schedule:			
Particular conditions of implementation:			
Workload's breakdown:			
Price :			
Consultant's Project Manager :		Client's Project Manager:	
Name and signature :	Date :	Name and signature :	Date :
Approval of the Proposal by Consultant's authorized representative:		Accepted by the Client's authorized representative to implement the Proposal:	
Name and signature :	Date :	Name and signature :	Date :

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APPENDIX A

THE SCOPE OF SERVICES FOR PMU CONSULTANCY SERVICES PHASE 6
(55 pages)

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1. SCOPE OF SERVICES

[LIST OF ACRONYMS AND DEFINITIONS]

ALARA	As low as reasonably achievable
AoC	Assembly of Contributors
Bank	European Bank for Reconstruction and Development
Baseline Schedule	An approved document containing the BIDSF Project activities, sequence of activities, Duration of activities and dependency among activities.
BIDSF	Bohunice International Decommissioning Support Fund
Client	Jadrová a vyrad'ovacia spoločnosť, a.s. also referred as Javys
CM KE	Contract Management Key Expert
Consultant	Consultant Consortium (Iberdrola Ingeniería y Construcción S.A.U., Empresarios Agrupados Internacional S.A., Indra Sistemas S.A.)
CPD	Consultant Project Director
CSA	Consultant Services Agreement
CV	Curriculum vitae
Decommissioning Project	Project of Decommissioning of V1 Nuclear Power Plant in Jaslovské Bohunice
Decommissioning Project Manager	Means a person, nominated by the Client, in charge of the implementation of a particular BIDSF Project
DMS	Documentation Management System
DS5-D8	Code of the deliverable "Decommissioning Strategy" developed in Phase 5
D&S KE	Decommissioning and Strategy Key Expert
EBRD	European Bank for Reconstruction and Development
EC	Evaluation Committee for evaluation of EoI or tenders
EIA	Environmental Impact Assessment
EU	European Union
HOSR	Home Office Support Request
HPMU	Head of the PMU
IAEA	International Atomic Energy Agency
ICRP	International Commission on Radiological Protection
IEES	First Consultant Consortium (Iberdrola Ingeniería y Construcción, S.A.U., Electricité de France, Empresarios Agrupados Internacional S.A., Soluziona)
IEI	Current Consultant Consortium (Iberdrola Ingeniería y Construcción, Empresarios Agrupados Internacional S.A., Indra Sistemas S.A.)
KIS Navigator	administrative information system of the Client
ILW	Intermediate Level Wastes
IMS	Information Management System
IPBTS	Integrated Project Baseline Time Schedule

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ISDC	International Structure for Decommissioning Costing.
ISO	International Organization for Standardization
IT	Information technologies
JAVYS	The Client (Jadrová a vyradovacia spoločnosť, a.s.)
KE	Consultant Key expert
LLW	Low Level Activity Waste
NO	No objection
NPP	Nuclear Power Plant
Phase 6	BIDSF Project A1.6 PMU Consultancy Services Phase 6
PIS	Project Identification Sheet
P KE	Procurement Key Expert
PM	Project Manager
PMU	Project Management Unit
Project	Consultant services project
project or BIDSF Project	project financed or co-financed from the BIDSF administered by the EBRD
QA	Quality Assurance
RAW	Radioactive Waste
RfI	Requirement for Investment
RfP	Request for Proposals, a Tender Documentation for consulting services for particular BIDSF Project.
RfP for Phase 6	Request for Proposal for PMU Consultancy Services Phase 6
RWM	Radioactive Waste Management
S&L	Safety and Licensing
S&L KE	Safety and Licensing Key expert
SE a.s.	Slovenské Elektrárne
Services	BIDSF Project A1.6 PMU Consultancy Services Phase 6
TD	Tender Documentation
TER	Tender Evaluation Report
ToR	Terms of Reference
ToR for Phase 6	Terms of Reference for PMU Consultancy Services Phase 6 included in Appendix D
TS	Technical Specification
TT	Technical Study
UJD	Nuclear Regulatory Authority of the Slovak Republic
V1 NPP	Bohunice NPP V1
VLLW	Very Low Level Waste
WBS	Work Breakdown Structure

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1. General approach to the assignment

1.1 BACKGROUND

With the adoption of the Resolution No. 801/99 of the Slovak Government from 14th September 1999, the Slovak Republic has undertaken the commitment to shut down Units 1&2 of Bohunice V1 NPP (V1 NPP) in 2006 and 2008 respectively.

The European Commission launched the initiative to establish the Bohunice International Decommissioning Support Fund (BIDSF) and invited the European Bank for Reconstruction and Development (EBRD) to manage the Fund. The purpose of this Fund is to accept and make use of funds provided by Contributors for the provision of technical assistance, public information, consultancy, civil works and engineering services and the acquisition, installation and placing into operation of equipment.

In 2003, Slovenské Elektrárne commenced the implementation of the pre-decommissioning support projects for early shutdown of Bohunice V1 Nuclear Power Plant funded with BIDSF and administered by the EBRD.

To undertake this work, a Project Management Unit (PMU) has been established by the Client as part of Client's V1 NPP Shutdown Project Department and a contract with Consultant Consortium (IEES) was signed the 6th of October 2003. The IEES Consultant Consortium was composed by Iberdrola Ingeniería y Construcción S.A.U., Electricité de France¹, Empresarios Agrupados Internacional S.A., and INDRA SISTEMAS S.A.²

The primary objective of the Project was to provide the necessary conceptual engineering and project management resources and deliverables to SE a.s. (currently Jadrová a vyradovacia spoločnosť, a.s.) for the timely and most cost-effective planning, execution, management, co-ordination and monitoring of all aspects of the implementation of the pre-decommissioning support projects funded and/or co-funded with the resources of the BIDSF during the phase 2003-2007 (named hereinafter as Phase 1), to appropriate and applicable internationally recognised safety standards.

The original contract covered the period from the 6th of October of 2003 to end of December 2007 (named as Phase 1). Subsequently, the following amendments were signed for the additional Phases:

- Amendment No. 4 dated 31st March 2008 to incorporate agreed scope of the services for Phase 2.
- Amendment No. 7 dated 31st May 2009 to incorporate agreed scope of the services for Phase 3.
- Amendment No. 9 dated 31st October 2010 to incorporate agreed scope of the services for Phase 4.
- Amendment No. 10 dated 30th September 2011 to incorporate agreed scope of services for Phase 5

The BIDSF pre-decommissioning and decommissioning support projects are currently divided into four groups:

- ❑ **Group A:** BIDSF Projects related to the safe maintenance of the facilities and buildings of the Units 1 and 2 of V1 NPP until their final dismantling and removal.
- ❑ **Group B:** BIDSF Projects related to the documentation for the V1 NPP decommissioning process in compliance with generally binding legal regulations of the Slovak Republic.

¹ In October 2007 EdF left the Project

² As the successor company of SOLUZIONE ingegneria, S.A.

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- ❑ **Group C:** BIDSF Projects related to the RAW management, which resolve the supply of additional technologies for RAW treatment and management and supply of new facilities for storing and disposal of historical RAW and RAW coming from V1 NPP decommissioning or facilities to increase their capacity.
- ❑ **Group D:** BIDSF Projects related to the V1 NPP decommissioning aimed at decommissioning management, decontamination, dismantling of systems and equipment and demolition of constructions and buildings.

1.2 OBJECTIVES

The objectives of the Services during the Phase 6 are:

- ✗ Review of the V1 NPP Decommissioning Strategy;
- ✗ Elaboration of Detailed Decommissioning Plan of V1 NPP based on the current V1 NPP Decommissioning Strategy (DS5-D8) and the outputs of the Engineering of B6.5 and D7.1 BIDSF Projects;
- ✗ Revision of the Detailed Decommissioning Plan of V1 NPP with respect of the outputs of the relevant BIDSF Projects;
- ✗ Review of the BIDSF Project PIS;
- ✗ Elaboration of Technical Studies for the BIDSF Projects in compliance with the V1 NPP Decommissioning Strategy and Detailed Decommissioning Plan of the V1 NPP and Client's requirements stated in the Agreement;
- ✗ Review of Technical Studies for the BIDSF Projects developed by the Client in compliance with the V1 NPP Decommissioning Strategy, Detailed Decommissioning Plan of the V1 NPP and Client's requirements stated in the Agreement;
- ✗ Elaboration of Technical Specifications/Terms of References for the BIDSF Projects' Tender Documentations/Request for Proposals in compliance with the V1 NPP Decommissioning Strategy, Detailed Decommissioning Plan of the V1 NPP and Client's requirements;
- ✗ Review of Technical Specifications /Terms of References for the BIDSF Projects developed by the Client;
- ✗ Review of Expression of Interest of the BIDSF Project;
- ✗ Review of Tender Documentation/Request for Proposals developed by the Client in compliance with the V1 NPP Decommissioning Strategy, Detailed Decommissioning Plan of the V1 NPP and Client's requirements;
- ✗ Support of the Client in preparation of the BIDSF Projects tender documents in compliance with the EBRD Procurement Policies and Rules, internationally recognized technical and safety standards and good practice and management of the tender evaluation process;
- ✗ Management of the Evaluation Committees;
- ✗ Elaboration of the Short List Report of the BIDSF Projects;
- ✗ Elaboration of the Tender Evaluation Report of the BIDSF Projects;

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- ✗ Review of Project Completion Reports of the BIDSF Projects developed by the Client for those BIDSF Projects which cost estimation exceeds the amount of 10 mil. (ten million) Euros;
- ✗ PMU Documentation Management System;
- ✗ Transfer of technical knowledge and skills to the Client's personnel in the area of the BIDSF Projects' preparation and implementation, particularly related to preparation of the technical (engineering) documents in order to improve the skills of the so that Client's personnel is to be sufficiently qualified enough after the completion of Phase 6 to prepare, manage and implement the V1 NPP decommissioning without any external assistance.

1.3 BIDSF PROJECTS FOR PHASE 6

BIDSF Projects that will be either in preparation or in implementation phase during Phase 6 are the following:

Table 1: BIDSF Projects for Phase 6

BLOCK A
A3-A- Reconstruction of Area protection system AKOBOJE
A5-A2- Modification of the JAVYS power supply scheme after V1 final shutdown
A5-A3- Optimization of electric scheme
A5-C- Modification of Cooling and Service Water Systems, and Raw Water Inlet System
A6-B8- PMU Offices Relocation & V1 Decommissioning Information Centre
BLOCK B
B6.5- The V1 NPP Decommissioning 2nd Stage Plan & Other Documentation
B6.6A- Hazardous material and radiological characterization
B6.7- Environmental Impact Assessment Report of V1 NPP Decommissioning Stage II
B7.2- Personnel training for V1 NPP Decommissioning 1. Stage
BLOCK C
C7-A2- Increasing capacity of existing fragmentation and decontamination facilities
C7-A3- Erection of the new large capacity F&D facility NPP V1
C7-A4- Re-melting facility
C7-B- Treatment of Historical Waste - Sludges and Sorbents
C7-C- Treatment and conditioning of historical waste
C8- Interim Storage of RAW at Bohunice Site
C8-B- Interim storage RAO for special wastes
C9.4- Erection of a New Double-row and Very Low Level Waste Disposal Facility at NR Mochovce
C10- Free release of Decommissioning Materials (c)
C10A- Execution of material free release (NC.4)
C12.1- Laboratory Equipment Necessary In The Process Of V1 NPP Decommissioning Stage I
C12.2- Laboratory Equipment Necessary In The Process Of V1 NPP Decommissioning Stage II
C13- Disposal of Loose Radwaste
C14- Disposal of waste from 'Mogilnik'
C15-A- Integrated computer system for V1 NPP decommissioning logistic system

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C15-B- Means of Transport and Packaging for V1 NPP Decommissioning Stage 1

C16.1- Conditioning of buffer storage areas (760 and 740-VII) for non-radioactive wastes

C17.1- Building conditioning - Archive premises

BLOCK D

D1.1- Dismantling of insulation in V1 NPP turbine hall

D1.2- Dismantling of Turbine Hall V1 NPP

D2- Decontamination of primary circuits V1 NPP

D2.1- Decontamination of Spent fuel & Other Contaminated Tanks (from building 800 and 801)

D3.1- Dismantling and Demolition of V1 NPP External Buildings – Phase 1

D3.2- Dismantling of Outdoor not Contaminated Tanks

D3.3- Dismantling of Electric Power Supply System

D3.4- Diesel Group Dismantling

D7.1- Feasibility Study for the management of V1 NPP Primary circuit components

D4.1- Plant modifications and new installations

D4.2- Reactor Coolant System Large Components Dismantling

D4.3A - Dismantling of Insulation in Controlled Area

D4.4A- Auxiliary Building System Removal Stage I (CB 801/A:V1 Annex of Auxiliary Building and CB C809:V1 Cementation Facility Building)

D4.4B- System removal in control area Part I

D4.4C- System removal in control area Part II

1.4 CONSULTANT RESPONSIBILITIES DURING PHASE 6

The main responsibilities of the Consultant during Phase 6 are:

- × **Decommissioning strategy** (review of the decommissioning strategy, detailed decommissioning plan of V1 NPP);
- × **Engineering** (review of PIS, elaboration of TT, TS/ToR for the BIDSF Projects, review of TT,TS/ToR for the BIDSF Projects, review of the suppliers deliverables - technical documents such as design documentation);
- × **Procurement** (review of TD elaborated by the Client, management of the tender evaluation process);
- × **Contract Management** (evaluation/proposals for variations to the contracts, review of Project Completion Reports) and **Project Management Support** (Overall support in PMU and BIDSF Projects management with preparation or supervision of particular deliverables).

The following figure shows in schematic way the Consultant responsibilities foreseen for Phase 6 depending on the nature of the work that will be necessary to fulfil with the Services scope.

1.5 CLIENT RESPONSIBILITIES DURING PHASE 6

The following main activities in Phase 6 are assumed by the Client:

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- × Overall management of the PMU and V1 NPP decommissioning;
- × Elaboration of the PIS for BIDSF Projects;
- × Elaboration of some TT, TS/ToR for BIDSF Projects;
- × Providing Bohunice V1 NPP consistent input data for Deliverables elaboration
- × Review and approval of the Consultants Deliverables (TT, TS, ToR, etc.);
- × Elaboration of the TD for BIDSF Projects;
- × Elaboration of the contractor contract for each BIDSF Project and assurance of its signature by the Client and the contractor;
- × Elaboration and issuance of the General Procurement Notice as well as the individual Procurement Notice for each BIDSF Project;
- × Elaboration of the Licensing Plan in compliance with the Decommissioning Schedule;
- × Performance of all the necessary safety and licensing activities for the BIDSF Projects as well as for V1 NPP decommissioning itself;
- × Project management and supervision of the BIDSF Projects as Client;
- × Elaboration of the BIDSF Project Completion Reports.

1.6 TYPE OF SERVICES

Phase 6 Services are divided in three categories:

1. Lump Sum Services

Services developed on fixed price bases according to the conditions stipulated in the Agreement. They include Deliverables identified as lump-sum in

Table 2 of Section §07.

2. Cost plus Fee Services

Services invoiced on remuneration and reimbursables bases . They include:

- Consulting Activities provided by the Key Experts (Field Staff) on V1 NPP Bohunice
- Deliverables D7, D8, D9, D10, D11, D12, D13, D14 and D16 of
- Table 2 of Section §07)
- Implementation of Training Plan – Training Units
- Technical support to the Client provided under request
- Deliverables which development has started during Phase 5 (October 1, 2011 – July 31, 2012) and will be finalized in Phase 6 under this Agreement named as Category 2 in
- Table 2 of Section §0.

3. Future Lump Sum Services

Future Lump Sum Services are services with a chance of scope modification after pertinent outputs from relevant BIDSF Projects are obtained or more detailed information on scope of services are agreed. After key outputs are procured, cost of Future Lump Sum Services will be renegotiated and

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moved under category "Lump Sum" or confirmed by the Client and Consultant and moved under category "Lump Sum".

This Deliverables are identified as Future Lump Sum in

Table **2** of Section §0.

1.7 SCOPE OF WORK AND DELIVERABLES

The Services scope includes:

- Elaboration and review of Detailed Decommissioning Plan of V1 NPP,
- Engineering services,
- Support in the BIDSF Projects' procurement and contract management,
- Support during the implementation of BIDSF Projects,
- Client's personnel training

The Consultant will be responsible for the provision of deliverables described in the following paragraphs, following the schedule included in Appendix A and in accordance with the contract between the Client and the Consultant. Following table includes the deliverables that have to be submitted during Phase 6.

Table 2: Deliverables to be provided by the Consultant during Phase 6

Del. No.	Description of the Deliverable	Code of BIDSF Project	Title of BIDSF Project	Type of deliverable
D1	Detailed Decommissioning Plan of V1 NPP			Future Lump Sum
D2	Review of the Detailed Decommissioning Plan of V1 NPP			Future Lump Sum
D3	Review of the BIDSF Project PIS	C7-A4	Metalic RAW Remelting Facility	Future Lump Sum
D3	Review of the BIDSF Project PIS	C8-B	Interim Storage RAO for Special Wastes	Future Lump Sum
D3	Review of the BIDSF Project PIS	C9.4	Erection of a New Double-row at NR Mochovce, Very Low Level Waste Disposal Facility	Cost plus Fee cat.2
D3	Review of the BIDSF Project PIS	C12.2	Laboratory Equipment Necessary for the Process of V1 NPP Decommissioning Stage II.	Lump Sum
D3	Review of the BIDSF Project PIS	C14	Disposal of "Remote Handled" Waste from Mogilnik	Free
D3	Review of the BIDSF Project PIS	D4.1	Reactor Building Preparation	Lump Sum

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Del. No.	Description of the Deliverable	Code of BIDSF Project	Title of BIDSF Project	Type of deliverable
D3	Review of the BIDSF Project PIS	D4.2	Reactor Coolant System Large Components Dismantling	Lump Sum
D3	Review of the BIDSF Project PIS	D4.4B	System Removal in Control Area Part I	Cost plus Fee cat.2
D3	Review of the BIDSF Project PIS	D4.4C	System Removal in Control Area Part II	Lump Sum
D4	Technical Study for the BIDSF Project	C8-B	Interim Storage RAO for Special Wastes	Future Lump Sum
D4	Technical Study for the BIDSF Project	C9.4	Erection of a New Double-row at NR Mochovce, Very Low Level Waste Disposal Facility	Cost plus Fee cat.2
D4	Technical Study for the BIDSF Project	C14	Disposal of "Remote Handled" Waste from Mogilnik	Free
D4	Technical Study for the BIDSF Project	D4.1	Reactor Building Preparation	Lump Sum
D4	Technical Study for the BIDSF Project	D4.2	Reactor Coolant System Large Components Dismantling	Lump Sum
D4	Technical Study for the BIDSF Project	D4.4B	System Removal in Control Area Part I	Cost plus Fee cat.2
D4	Technical Study for the BIDSF Project	D4.4C	System Removal in Control Area Part II	Lump Sum
D5	Review of Technical Study for the BIDSF Project	C12.2	Laboratory Equipment Necessary for the Process of V1 NPP Decommissioning Stage II.	Lump Sum
D6	Technical Specification/Terms of Reference for the BIDSF Project	B6.6A	Decommissioning Support Surveys	Cost plus Fee
D6	Technical Specification/Terms of Reference for the BIDSF Project	C7-A4	Metalic RAW Remelting Facility	Future Lump Sum
D6	Technical Specification/Terms of Reference for the BIDSF Project	C10-A	Execution of Material Free Release (NC.4)	Cost plus Fee
D6	Technical Specification/Terms of Reference for the BIDSF Project	C9.4	Erection of a New Double-row at NR Mochovce, Very Low Level Waste Disposal Facility	Future Lump Sum
D6	Technical Specification/Terms of Reference for the BIDSF Project	C14	Disposal of "Remote Handled" Waste from Mogilnik	Lump Sum
D6	Technical Specification/Terms of Reference for the BIDSF Project	D2.1	Decontamination of Spent fuel & Other Contaminated Tanks	Cost plus Fee
D6	Technical Specification/Terms of Reference for the BIDSF Project	D4.1	Plant Modifications and New Installations	Future Lump Sum

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Del. No.	Description of the Deliverable	Code of BIDSF Project	Title of BIDSF Project	Type of deliverable
D6	Technical Specification/Terms of Reference for the BIDSF Project	D4.2	Reactor Coolant System Large Components Dismantling	Future Lump Sum
D6	Technical Specification/Terms of Reference for the BIDSF Project	D4.4B	System Removal in Control Area Part I	Lump Sum
D6	Technical Specification/Terms of Reference for the BIDSF Project	D4.4C	System Removal in Control Area Part II	Future Lump Sum
D7	Review of the Technical Specification/Terms of Reference for the BIDSF Project	A5-A3	Optimisation of electrical scheme	Cost plus Fee
D7	Review of the Technical Specification/Terms of Reference for the BIDSF Project	B7.2	Personnel Training for the Purpose of 1st Stage of V1 NPP Decommissioning	Cost plus Fee
D7	Review of the Technical Specification/Terms of Reference for the BIDSF Project	C8	Interim Storage of RAW at Bohunice Site	Cost plus Fee
D7	Review of the Technical Specification/Terms of Reference for the BIDSF Project	C8-B	Interim Storage RAO for Special Wastes	Cost plus Fee
D7	Review of the Technical Specification/Terms of Reference for the BIDSF Project	C12.2	Laboratory Equipment Necessary In The Process Of V1 NPP Decommissioning Stage II	Cost plus Fee
D7	Review of the Technical Specification/Terms of Reference for the BIDSF Project	D3.3	Dismantling of Electric Power Supply System	Cost plus Fee cat.2
D7	Review of the Technical Specification/Terms of Reference for the BIDSF Project	D4.3A	Dismantling of Insulation in Controlled Area	Cost plus Fee
D7	Review of the Technical Specification/Terms of Reference for the BIDSF Project	D4.4A	Auxiliary Building System Removal Stage I	Cost plus Fee
D8	Review of Expression of Interest Documentation for the BIDSF Project	B6.6A	Decommissioning Support Surveys	Cost plus Fee
D9	Short List Report for the BIDSF Project	B6.6A	Decommissioning Support Surveys	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	A5-A3	Optimisation of electrical scheme	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	B6.6A	Decommissioning Support Surveys	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	B7.2	Personnel Training for the Purpose of 1st Stage of V1 NPP Decommissioning	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals	C7-A4	Metalic RAW Remelting Facility	Cost plus Fee

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Del. No.	Description of the Deliverable	Code of BIDSF Project	Title of BIDSF Project	Type of deliverable
	for the BIDSF Project			
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	C8	Interim Storage of RAW at Bohunice Site	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	C8-B	Interim Storage RAO for Special Wastes	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	C10-A	Execution of Material Free Release (NC.4)	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	C9.4	Erection of a New Double-row at NR Mochovce, Very Low Level Waste Disposal Facility	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	C12.2	Laboratory Equipment Necessary In The Process Of V1 NPP Decommissioning Stage II	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	C14	Disposal of "Remote Handled" Waste from Mogilnik	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	C15-B	Transport and Packaging Forms for V1 NPP Decommissioning	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	D2.1	Decontamination of Spent fuel & Other Contaminated Tanks	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	D3.2	Dismantling of Outdoor not Contaminated Tanks	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	D3.3	Dismantling of Electric Power Supply System	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	D3.4	Diesel Group Dismantling	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	D4.1	Plant Modifications and New Installations	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	D4.2	Reactor Coolant System Large Components Dismantling	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	D4.3A	Dismantling of Insulation in Controlled Area	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	D4.4A	Auxiliary Building System Removal Stage I	Cost plus Fee

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Del. No.	Description of the Deliverable	Code of BIDSF Project	Title of BIDSF Project	Type of deliverable
	for the BIDSF Project			
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	D4.4B	System Removal in Control Area Part I	Cost plus Fee
D10	Review of the Tender Documentation/Request for Proposals for the BIDSF Project	D4.4C	System Removal in Control Area Part II	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	A5-A3	Optimisation of electrical scheme	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	B6.5	V1 NPP Decommissioning 2nd Stage Plan & Licensing Documentation	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	B6.6A	Decommissioning Support Surveys	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	B7.2	Personnel Training for the Purpose of 1st Stage of V1 NPP Decommissioning	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	C7-A4	Metalic RAW Remelting Facility	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	C8	Interim Storage of RAW at Bohunice Site	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	C8-B	Interim Storage RAO for Special Wastes	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	C10-A	Execution of Material Free Release (NC.4)	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	C9.4	Erection of a New Double-row at NR Mochovce, Very Low Level Waste Disposal Facility	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	C12.1	Laboratory Equipment Necessary In The Process Of V1 NPP Decommissioning Stage II	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	C12.2	Laboratory Equipment Necessary In The Process Of V1 NPP Decommissioning Stage II	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	C14	Disposal of "Remote Handled" Waste from Mogilnik	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	C15-A	Integrated computer system for V1 NPP decommissioning logistic system	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	C15-B	Transport and Packaging Forms for V1 NPP Decommissioning	Cost plus Fee

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Del. No.	Description of the Deliverable	Code of BIDSF Project	Title of BIDSF Project	Type of deliverable
D11	Tender Evaluation Report for the BIDSF Project	C16.1	Conditioning of Buffer Storage Areas (760 and 740-VII) for Non-radioactive Wastes	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	C17.1	Building Conditioning - Archive premises	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	D1.2	Dismantling of Turbine Hall V1 NPP	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	D2.1	Decontamination of Spent fuel & Other Contaminated Tanks	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	D3.1	Dismantling and Demolition of V1 NPP External Buildings – Phase 1	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	D3.2	Dismantling of Outdoor not Contaminated Tanks	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	D3.3	Dismantling of Electric Power Supply System	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	D3.4	Diesel Group Dismantling	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	D4.1	Plant Modifications and New Installations	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	D4.2	Reactor Coolant System Large Components Dismantling	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	D4.3A	Dismantling of Insulation in Controlled Area	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	D4.4A	Auxiliary Building System Removal Stage I	Cost plus Fee
D11	Tender Evaluation Report for the BIDSF Project	D4.4B	System Removal in Control Area Part I	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	A3-A	Reconstruction of Area Protection System AKOBOJE	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	A5-A2	Modification of the JAVYS power supply scheme after V1 final shutdown	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	A5-A3	Optimisation of electrical scheme	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	A5-C	Modification of Cooling and Service Water Systems, and Raw Water Inlet System	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	A6-B8	PMU Offices Relocation & V1 Decommissioning Information Centre	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	B6.5	The V1 NPP Decommissioning 2nd Stage	Cost plus Fee

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Del. No.	Description of the Deliverable	Code of BIDSF Project	Title of BIDSF Project	Type of deliverable
			Plan & Other Documentation	
D12	Review of Project Completion Report for the BIDSF Project	B6.7	Environmental Impact Assessment Report of V1 NPP Decommissioning Stage II	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	C7-A2	Increasing Capacity of Existing Fragmentation and Decontamination Facilities	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	C7-C	Treatment and Conditioning of Historical Waste	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	C10	Free release of Decommissioning Materials	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	C12.1	Laboratory Equipment Necessary In The Process Of V1 NPP Decommissioning Stage I	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	C13	Disposal of Loose Radwaste	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	C15-B	Transport and Packaging Forms for V1 NPP Decommissioning	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	C16.1	Conditioning of Buffer Storage Areas (760 and 740-VII) for Non-radioactive Wastes	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	C17.1	Building Conditioning - Archive premises	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	D1.1	Dismantling of insulation in V1 NPP turbine hall	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	D2	Decontamination of primary circuits V1 NPP	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	D3.2	Dismantling of Outdoor not Contaminated Tanks	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	D3.3	Dismantling of Electric Power Supply System	Cost plus Fee
D12	Review of Project Completion Report for the BIDSF Project	D7.1	Feasibility Study for the Management of V1 NPP Primary Circuit Components	Cost plus Fee
D13	Tag Out Plan Stage 1 completion	A7.1	Systems Tag-out 1st Stage	Cost plus Fee cat.2
D14	Tag Out Plan Stage 2 completion	A7.2	Systems Tag-out 2nd Stage (Engineering)	Cost plus Fee
D15a	Training Plan for Client 's personnel		Training Plan for Client 's personnel	Lump Sum
D15b	Implementation of Training Plan for Client 's personnel = Training Units (*)			Cost plus Fee

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Del. No.	Description of the Deliverable	Code of BIDSF Project	Title of BIDSF Project	Type of deliverable
D16	PMU Documentation Management			Cost plus Fee cat.2
D17	Final Contract Completion Report for PMU Consulting Services Phase 6			Lump Sum

The Consultant Deliverables will be:

- elaborated in compliance with the valid legislation, the ToR for Phase 6 and Decommissioning Strategy (DS5-D8), Detailed Decommissioning Plan of V1 NPP (if available). developed in both English and Slovak languages (except the Deliverable D3 which will be developed in English)
- delivered to the Client officially by written form of Internal Notice for review,
- modified, based on the Client and EBRD comments according to the clauses agreed in the Agreement,
- submitted for approval to the Client in English and Slovak language (final version of Deliverable) in paper and electronic form (MS Word) by written form of Internal Notice,
- based on correct Input Data being internally validated, consistent, logically structured and not contradictory,
- developed in compliance with the technical knowledge and experience of the Consultant, international standards and best-practices and generally binding legal regulations and technical standards valid in SR,
- reviewed by a person with the qualification of a designer for the respective technical area and he will document the performance of such review according to quality assurance procedures.

The following figure shows the flow chart for submission of deliverables and interchange of information between Client and Consultant until the final edition of the documents:

Consultant will provide the Deliverables based on Client Input Data but the Consultant will take into account all relevant information needed for the elaboration of pertinent Deliverable.

1.7.1 DECOMMISSIONING STRATEGY

Detailed Decommissioning Plan of V1 NPP (D1)

The Detailed Decommissioning Plan will be developed according to the following principles:

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- Detailed Decommissioning Plan of V1 NPP shall document and display detailed decommissioning activities for the whole duration of the V1 NPP decommissioning consistent with regulatory requirements. This document shall define in more detail the expected results, activities and the corresponding performance indicators and milestones. This document shall enable the monitoring of the decommissioning progress on annual bases.
- The Plan will be in compliance with V1 NPP Conceptual Decommissioning Plan (BIDSF Project B6.1), Decommissioning 1st Stage Plan (BIDSF Project B6.3), V1 NPP Decommissioning Strategy (DS5-D8) and Decommissioning 2nd Stage Plan (BIDSF Project B6.5, mainly deliverable D3.6). If there is any discrepancy among these documents, the Plan will be developed according to the most recent input. The Detailed Decommissioning Plan shall identify, examine, and address all planning elements and requirements and engineering activities.
- The Plan will be developed using key milestones of decommissioning of V1 NPP and detailed work breakdown structure (work packages).
- The Plan will provide Detailed Cost Estimate reflecting real costs of decommissioning activities that are already implemented and updating the cost of the projects according to real scope at the moment that the document is developed. A comparison of V1 Decommissioning Cost breakdown from April 2011 and detailed cost estimate of decommissioning of V1 NPP included in the Detailed Decommissioning Plan of V1 NPP); in case of differences between previous and new cost estimate a detailed justification shall be included; and the ISDC as the cost calculation structure and general guidance shall be used.

Once the detailed work plan have been updated and agreed with the Client, the Consultant will update the cost estimation of V1 NPP Decommissioning until 2025 made for in April 2011 with the real situation of the project. The cost estimation will follow the OECD/NEA International Structure for Decommissioning Costing (ISDC) published in 2012.

- The Plan will propose performance indicators (KPI) that will serve as baseline for the monitoring of the progress and the timely achievement of the expected results. Consultant proposes to follow the recommendations of IAEA reflected in IAEA-TECDOC-1141.

Appendix D of the Agreement, the ToR for Phase 6 includes an index of the document that will be further discussed and agreed with the Client before starting the document preparation. Deadline for this deliverable will be 30th November 2013.

Review of the Detailed Decommissioning Plan of V1 NPP (D2)

The Detailed Decommissioning Plan of V1 NPP will be reviewed, updated with respect to regulations and government policy, technological advances, cost estimates and financial provisions if changes have been occurred, with respect to the outputs from the relevant BIDSF Projects that have significant impact on this document and with respect to the V1 NPP Decommissioning Strategy and actual status of the V1 NPP decommissioning.

The deadline for this Deliverable will be 31th October 2014.

1.7.2 ENGINEERING SERVICES

The Consultant will be responsible for the following services:

- Conceptual design documents:
 - review of the PIS-es for the BIDSF Projects elaborated by the Client

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- preparation of the technical studies for Grant Agreement including cost estimates. The cost estimation will be done following WBS and ISDC structure (see Section §0).
- review of the technical study developed by the Client of BIDSF Project C12.2
- Preparation of the detailed technical specifications/terms of reference and associated engineering documents, scope of supply, schedules, and verification of design requirements.
- Review of the detailed technical specifications/terms of reference developed by the Client
- Completion of Tag-out Plan Stages 1³ and 2

1.7.2.1 Review of the BIDSF Project PIS developed by the Client

During Phase 6, the Consultant will review the PIS corresponding to the following BIDSF Projects C7-A4, C8-B, C9.4, C12.2, C14, D4.1, D4.2, D4.4B and, D4.4C.

This review means a documented peer review of the PIS revision 0 with the aim to verify compliance of the document with the V1 NPP Decommissioning Strategy, Detailed Decommissioning Plan of V1 NPP (if available), Slovak and international technical standards, and the Consultant's experience in the respective technical area.

The output of the Consultant review work is the updated version of the Deliverable in track changes. Finalization of the Deliverable is the responsibility of the Client. The Consultant will sign the finalised document which will take into account Consultant's comments to PIS revision 0 and BIDSF Project cost estimation as an input from the relevant Technical Study developed by the Consultant.

The work will be done through the following main steps (see also **Chyba! Nenašiel sa žiaden zdroj odkazov.**). Figures 6 and 7 include the schedule for the process:

[1] PIS rev. 0 submitted by Client to the Consultant for review

[2] Submission of the PIS rev. 0 reviewed by Consultant (Deliverable D3)

Elaboration of BIDSF Project cost estimate by the Consultant and submission of Technical Study to the Client (see Section §0)

[3] Submission in English language of the PIS rev. 1 by the Client – incorporation of the Consultant's comments and cost estimate from the submitted Technical Study rev. 0

[4] Consultant's review of the PIS rev. 1 (English version) and if agreement Consultant's signature of PIS rev. 1 (English version)

1.7.2.2 Preparation of the Technical Studies for Grant Agreement

During Phase 6, the Consultant will be in charge of developing Technical Study of the following BIDSF Projects for Grant Agreement: C8-B, C9.4⁴, C14, D4.1, D4.2, D4.4B³ and, D4.4C.

³ Started during Phase 5

⁴ Started during Phase 5

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The Consultant will develop the Technical Study in compliance with the requirements stated in ToR for Phase 6.

The work will be done through the main steps showed in **Chyba! Nenašiel sa žiaden zdroj odkazov..** Figures 6 and 7 includes the schedule for the process.

1.7.2.3 Revision of the Technical Studies for Grant Agreement developed by the Client

The Client will develop the Technical Study of the BIDSF Project C12.2, the Consultant will review the document with the with the aim to verify compliance of the document with the V1 NPP Decommissioning Strategy, Detailed Decommissioning Plan of V1 NPP (if available), Slovak and international technical standards, and the Consultant´s experience in the respective technical area.

The output of the Consultant review work is the updated version of the Deliverable in track changes. The finalization of the document is the responsibility of the Client. The Consultant will sign the finalized document after checking if the review solves the Consultant comments.

The work will be done through the following main steps (see also **Chyba! Nenašiel sa žiaden zdroj odkazov..**). Figure 6 and 7 include the schedule for process:

- [1] Technical Study Rev.0 submitted by Client to the Consultant for review
- [2] Submission of Technical Study Rev.0 reviewed by Consultant (Deliverable D5)
- [3] Technical Study Rev.1 submitted by Client to the Consultant for review incorporating the Consultant´s comments
- [4] Consultant´s review of the Technical Study Rev.1 and Consultant´s signature of Technical Study Rev.1 if agreement with Rev.1

1.7.2.4 Preparation of the Technical Specification / Terms of Reference

Phase 6 scope includes the preparation of the Technical Specification corresponding to the following BIDSF Projects: B6.6A, C7-A4, C9.3/C11, C10.A, C14, D2.1, D4.1, D4.2, D4.4B and, D4.4C.

Technical Specification is a document defining the scope of deliverables and technical requirements, conditions of implementation, schedules, quality assurance, tests and takeover, maintenance and service, warrants and other information necessary for the procurement of product, which forms part of the Tender Documentation.

The scope of each BIDSF Project is defined in the technical study and PIS that will be the base for the technical specification development.

The work will be done through the main steps showed in **Chyba! Nenašiel sa žiaden zdroj odkazov..** Figure 6 includes the schedule for the process.

1.7.2.5 Review of the Technical Specification/Terms of Reference developed by the Client

During Phase 6, the Client will provide the Technical Specifications for the following BIDSF projects A5-A3, C8, C8-B, C12.2, D3.3, D4.3A and D4.4A and the terms of reference corresponding to the B7.2 BIDSF Project.

The Consultant will review these documents with the with the aim to verify compliance of the document with the V1 NPP Decommissioning Strategy, Detailed Decommissioning Plan of V1 NPP (if available), Slovak and international technical standards, and the Consultant´s experience in the respective technical area.

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The output of the Consultant review work is the updated version of the Deliverable in track changes. The finalization of the document is the responsibility of the Client. The Consultant will sign the finalized document after checking if the Client review solves the Consultant comments.

The work will be done through the following main steps (see also **Chyba! Nenašiel sa žiaden zdroj odkazov.**). Figure 6 includes the schedule for process:

- [1] Technical Specification Rev.0 submitted by Client to the Consultant for review
- [2] Submission of the Technical Specification Rev.0 reviewed by Consultant (Deliverable D7)
- [3] Technical Specification Rev.1 submitted by Client to the Consultant for review incorporating the Consultant's comments
- [4] Consultant's review of the Technical Specification Rev.1 and Consultant's signature of Technical Specification Rev.1, if agreement

1.7.2.6 Completion of Tag-out plans Stages 1 and 2

The Consultant will complete supply of the Tag Out Plan stage 1 documentation for specific BIDSF D Projects already started in Phase 5. Tag out documentation for D3.1, D1.2, D3.2, D3.3, D3.4 and the rest of BIDSF Projects to be realised in Stage 1 of the V1 NPP decommissioning will be developed within Stage 1 Tag Out Plan.

The Consultant will supply the Tag Out Plan stage 2 documentation for specific D BIDSF Projects scheduled for implementation in stage 2 of the V1 NPP decommissioning.

Deliverables D13 and D14 will be submitted under the scope of this activity.

1.7.3 PROCUREMENT

The Consultant will provide support to the Client for planning and implementing all EBRD financed or co-financed procurement activities in strict compliance with EBRD Procurement Policies and Rules, including but not limited to:

- Review the preparation of Expressions of Interest, Tender Documentation or Request for Proposal in compliance with the EBRD Standard Tender Documents according to EBRD Procurement Policies and Rules and international technical and safety standards and good practice.
- Management of the tender evaluation process
- Provide one technical expert for evaluation committees
- Pre-qualification of tenderers where appropriate
- Issuance of Short List Report where appropriate
- Issuance of Tender Evaluation Report

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The evaluation of Expressions of Interest and Proposals will be performed by the Evaluation Committee (EC) which will consist of a Chairman and five (5) members/evaluators, and in exceptional cases this Committee could be increased with additional members. The Consultant will nominate the Chairman and an additional member who will be an expert in the area of expertise of the BIDSF project.

The Chairman will be a person with adequate experience in evaluation of EoI and proposals, in managing the ECs, with necessary experience and knowledge of procurement methods according to the EBRD's Procurement Policies and Rules and writing of Evaluation Report. Preferably, the Chairman of the EC will be the Procurement Coordinator and if a non feasible situation came to arise will be a Home Office expert with relevant skills and experience in procurement.

The Chairman of the EC will be responsible for the preparation of the Short List Report and Tender Evaluation Report which will reflect the logical sequence of the evaluation process and it will contain the results of the evaluation and its recommendation of the winner of tender to which should be awarded the contract in compliance with the EBRD Procurement Policies and Rules for award of the contract.

The Chairman of the EC will submit the SLR/TER to the Head of the PMU and if requested will present the results to the Management of the Client. The Client will send the Tender Evaluation Report to the EBRD for No objection (NO).

The following are the deliverables to be provided by the Consultant as an output of the procurement process according to the Project Schedule (section §2.2).

Table 3: Consultant Procurement Deliverables for Phase 6

No.	Deliverables	Submission date
Deliberable D8	Review of EoI Documentation for the BIDSF Project B6.6A	Figure 7
Deliberable D9	Short List Report for the BIDSF project B6.6A	Figure 7
Deliberable D10	Review of Tender Documentation/ Request for Proposals for the BIDSF project A5-A3 A6/B8 - shopping B6.6A B7.2 C7-A4 C8 C8-B C9.4 C10A C12.2 C14 C15-B D2.1 D3.2 D3.3 D3.4	Figure 7

No.	Deliverables	Submission date
	D4.1 D4.2 D4.3A D4.4A D4.4B D4.4C	
Deliberable D11	Tender Evaluation Report for the BIDSF project A5-A3 A6/B8 – shopping ⁵ B6.5 B6.6A B7.2 C7-A4 C8 C8-B C9.4 C10A C12.1 C12.2 C14 C15-A C15-B C16.1 C17.1 D1.2 D2.1 D3.2 D3.3 D3.4 D4.1 D4.2 D4.3A D4.4A D4.4B	Figure 7

⁵ This evaluation will be done with field staff resources

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1.7.4 CONTRACT IMPLEMENTATION

During implementation of the contracts, the Consultant will provide support to the Client on managing of all contractual aspects, among others:

- Monitor all technical and financial aspects related to contracts, including but not limited to engineering, manufacturing, construction and commissioning.
- Support the Client during preparation of input data for BIDSF project contractor.
- Review of Contractors deliverables including design documentation when agreed with the Client.
- Monitor any deviation, deficiencies, defects and propose corrective measures in cooperation with the Client Decommissioning Project Managers of respective BIDSF project.
- Support to the Client Decommissioning Project Managers in analysing claims, variation orders, scope changes, and disputes.
- Assistance in supervision of installation, testing, commissioning and acceptance of the works.
- Support Client Decommissioning Project Manager in the monitoring of Contractor's project activities progress regarding their compliance with the contracts.
- Review of the project completion reports for the projects based on Final Contract Completion Reports from the Contractors in cooperation with the Client Decommissioning Project Managers.

There is no a specific deliverable to be submitted by the Consultant to reflect the result of this support until the submission of the final completion report by the Client.

Deliverable D12 will be developed by the Key Expert only for those BIDSF Projects which cost estimation exceeds the amount of 10 mil. (ten million) Euros from the following BIDSF Projects: A3-A, A5-A2, A5-A3, A5-C, A6-B8, B6.5, B6.7, C7-A2, C7-C, C10, C12.1, C13, C15-B, C16.1, C17.1, D1.1, D2, D3.2, D3.3, D7.1 according to the following stepping process (see also **Chyba! Nenašiel sa žiaden zdroj odkazov.**):

- [1] Final Completion Report Rev.0 submitted by Client to the Consultant for review
- [2] Submission of the Final Completion Report Rev.0 reviewed by Consultant (Deliverable D12)
- [3] Final Completion Report Rev.1 submitted by Client to the Consultant for review incorporating the Consultant's comments
- [4] Consultant's review of the Final Completion Report Rev.1 and Consultant's signature of Final Completion Report Rev.1, if agreement

1.7.5 SAFETY AND LICENSING AND ENVIRONMENTAL AND SOCIAL DUE DILIGENCE

The Client has full legal responsibility as the licensee and will have overall management responsibility for licensing of all BIDSF Projects. In particular, the Consultant will be responsible for reviewing of compliance of all BIDSF-related deliverables under the scope of the Consultant to nuclear, radiation and conventional safety and environmental protection standards and regulations in accordance with both Slovak law and international guidance, such as IAEA and ICRP codes and standards, with particular respect to the ALARA principle.

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In order to fulfil with the requirements included in different chapters along the ToR, the safety and licensing tasks of the Consultant will include:

- Identification, compilation and analysis of a complete set of standards and regulations to be applied in the deliverables under the scope of the Consultant to the BIDSF financed and/or co-financed decommissioning projects and incorporation of the relevant regulatory requirements in all Project documents.
- Technical and engineering support of the licensing process and development of the licensing schedules to be incorporated in each technical deliverable under the scope of the Consultant
- Verification of regulatory compliance of the documentation licensing submittals, goods and works received from the contractors of decommissioning support projects, if specifically required by the Client.

1.7.6 TRAINING

The Consultant will prepare and execute the Training Plan for Client's personnel participating in the V1 NPP decommissioning. The Training Plan will take into account the needs for trainings for the 1st and 2nd Stage of V1 NPP decommissioning, particularly in the area of experience of the advanced NPP operators, such as Great Britain, France, Spain, Germany, Russia etc. with technologies and projects of decommissioning and RAW management applicable to the V1 NPP decommissioning.

The Training Plan for Client's personnel will be implemented into several Training Units. Each Training Unit will be one training session in the field required by the Client and in accordance with the Training Plan.

Before preparing the Training Plan, the Consultant Project Director will meet with the Client to agree the scope, number and profile of the experts, potential schedule compatible with the PMU day-to-day work, etc. The result of this meeting shall be explained to the BOL of EBRD to optimise the approval period.

The training shall include the following areas:

- technical training in NPP decommissioning (2 foreign seminars, each for 15 Client's Training Unit Participants)
- technical training of radioactive waste management (2 foreign seminars, each for 15 Client's Training Unit Participants)
- training in the field of risk management at V1 NPP Bohunice site (for 20 Client's Training Unit Participants)
- training in the field of the project management for the beginners as well as for the advanced (for 30 Client's Training Unit Participants)
- training in the field of procurement, 3 seminars at V1 NPP Bohunice site (each for 15 Client's Training Unit Participants)
- training in the field of procurement, FIDIC methodology, (1 foreign seminar for 8 Client's Training Unit Participants)
- training in the field of planning and management of costs (2 seminars at V1 NPP Bohunice site, each for 10 Client's Training Unit Participants).

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The Training Plan will include an estimation of the training budget. The final cost will be defined in each Training Unit.

- [1] Meeting of the CPD with Client responsible of the training to define the scope, number and profile of the experts, potential schedule and submission of a summary report for approval in the Client 's General Director meeting and EBRD
- [2] Meeting between the CPD and the home-office in charge of supporting CPD in developing the Training Plan
- [3] Training Plan Rev.0 submitted by Consultant for review (**Deliverable D15a**) including an estimation of the training budget
- [4] Client review of the Training Plan Rev.0 and Official Acceptance of the deliverable
- [5] Development of each Training Unit (**Deliverables D15b**)
- [6] Final Completion Report (**Deliverables D17**) will include the summary of the training implemented during Phase 6.

1.7.7 SCHEDULING

During Phase 6, the IPBTS will be updated by the Client on a quarterly basis and the Consultant will provide assistance of review.

For the sake of understanding, a baseline schedule is an approved document containing the project activities, sequence of activities, duration of activities and dependency among activities. In this Project it is referred to as IPBTS and it should be accepted by Consultant Project Director and approved by the Head of the PMU and it is intended to be used as a target reference for all the PMU.

**IPBTS is a
fixed reference**

During the decommissioning, activities could be influenced by other factors which lead to execute the activities in other dates differing from the IPBTS. Project time activities need to be measured against the fixed IPBTS.

**Project activities are to be
measured against IPBTS**

The following figure shows the three levels in which the Decommissioning Baseline Schedule that are recommended to be developed during Phase 6 of the Project. There will be a unique baseline schedule with 3 levels of detail. Level 3 corresponds to the current IPBTS.

Level 1 and 2 should be reviewed yearly and the level 3 (IPBTS) will be reviewed quarterly maintaining the milestones and restrictions of the other levels.

The IPBTS will include links and restrictions in project activities and will allow the PMU members to have a clear view when the delays in some activities are critical for the Project development and early corrective measures have to be taken.

The Consultant will be responsible for:

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- Quarterly review the updated IPBTS (level 3) developed by the Client based on projects progress and strategic inputs provided by the Client.
- Proposing the Client any necessary update in the schedule of the decommissioning activities.
- Notifying the Client on possible negative consequences of any changes and forced and/or planned changes on the implementation of the Services and V1 NPP decommissioning, and
- Suggestion of measures for elimination or mitigation of their consequences

1.7.8 REPORTING

The Consultant will be responsible for submitting the following reports during Phase 6:

- Monthly progress reports (developed by Consultant field-staff)
- Final Contract Completion Report for PMU Consultancy Services Phase 6 (Deliverable D17)
- Exceptional reports (developed by Consultant field-staff)

1.7.8.1 Monthly Progress Reports

The Consultant will submit to the Client until the fifth (5th) calendar day of a several calendar month the preliminary Monthly Progress Report describing the works performed by the Consultant during the previous period of time in comparison with the work plan and problems or obstacles influencing the course of the BIDSF Project.

Monthly Progress Report will include mainly:

- status of activities within individual BIDSF Projects,
- list of submitted Deliverables,
- summary of the overall status of the BIDSF Project's implementation,
- information on critical paths which might jeopardize the BIDSF Project implementation in terms of IPBTS,
- suggestions of measures to be taken in order to observe the IPBTS, or if not possible, the suggestions to the modifications of IPBTS,
- detailed information on Consultant financial resources drawing

The development of the Monthly Progress Report is the responsibility of the Consultant Project Director and the content and form will be in compliance with particular ISM quality procedure of the Client.

The Client will call Monthly Progress Meetings on a monthly basis to control and discuss the progress of Consultant when providing his Services based on the submitted proposal of Monthly Progress Report. The date of holding the Monthly Progress Meetings will be agreed upon in advance between the Client, the Consultant and the EBRD for the respective half of the year.

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Pursuant to the comments of the Client and the EBRD to the Monthly Progress Report the Consultant will send the final Monthly Progress Report to the Client within four (4) working days after holding the Monthly Progress Meeting.

1.7.8.2 Final Contract Completion Report for PMU Consultancy Services Phase 6

Two (2) months before the planned termination of the Services, the Consultant shall elaborate the Final Contract Completion Report for PMU Consultancy Services Phase 6 (Deliverable D17). This report will present the review of activities for the previous period and Services as a whole, starting with conditions at the beginning of the Services, throughout the implementation of the Services, comparison of the actual progress of the Services against to the proposed plan, particular control days, difficulties and important conclusions with the evaluation whether the objectives of the Services had been met.

This report must also contain the report on the Training Units (implementation of the Training Plan) performed during the Services.

The PMU Consultancy Services Phase 6 Final Contract Completion Report will describe the execution of the Consultant's activities in comparison to the initial contractual estimation detailing the organisation, staffing, scope covering all the activities listed in this Section §0, main events, deliverables and costs.

1.7.8.3 Exceptional reports

The Client or the Consultant will call a meeting in case of any unexpected circumstances of problem issues which might jeopardize the successful BIDSF Project implementation. At these meetings, the Consultant will submit a report on unexpected circumstances or problem issues and suggest the methods of their solution.

1.7.9 DOCUMENTATION MANAGEMENT SYSTEM

The design and implementation of an integrated computer system for the Management of the PMU documentation has been carried out mostly during the Phase 5. During Phase 6 the Client and the Consultant will reconsider the scope of DMS and agree on a solution for the DMS system. The following deliverables will be provided by the Consultant according to the schedule of Figure 6.

Deliverable 16: PMU Documentation Management System

1.7.10 PMU OPERATING COSTS AND CONSUMABLES

The Consultant shall provide the reimbursement for PMU Operating Costs and Consumables:

- Office consumables (fax, copier and printer materials, spare parts, etc.)
- Mail and courier charges
- Telephone and fax charges (international and domestic calls)
- Office sundries (special envelopes, coffee, water, etc.)
- PMU motor vehicle operating expenses and full insurance costs

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2. Overall Services Management

2.1.1 SERVICES ORGANISATION

Since the Services implementation includes more disciplinary activities and participation of experts from various departments, the Consultant shall set the task, technical qualification and structure of various work groups, their heads and respective responsibilities and functional and hierarchical relations among them.

The Consultant shall set the organizational structure of the Services taking into account the above-mentioned information. At the head of the Services, there will be the Consultant Project Director managing the implementation of the Services who will be fully qualified and experienced manager with the final responsibility for the activities performed within the Services and will be a partner in the contact with the Client.

The Consultant organizational structure shall include all the disciplines necessary for the correct development of the Services.

The Services organization shall assure the flexible management of the Services implementation, timely transfer of information on the BIDSF Projects and their interfaces to individual authors of Deliverables and exact assignment of respective Personnel to individual works on the BIDSF Projects so that the Deliverables of the Consultant do not jeopardize the preparation and implementation of the BIDSF Projects.

Besides that, the organization of the Services shall ensure:

- substitution of the Consultant Project Director in time of his absence on V1 NPP Bohunice site by the field Key Expert able to coordinate and manage the Services in the conditions of the PMU,
- administrative support of the Consultant Project Director in the scope necessary for the efficient management of the Services.

The organization of the Services shall ensure in the team of Consultant at minimum as follows:

- technical qualification in the area of decontamination and decommissioning of nuclear systems,
- technical qualification in the area of nuclear technology,
- technical qualification in the area of licensing and support of the Client in the nuclear industry and other sectors in front of regulatory bodies,
- technical qualification in the area of management, organization and calculations,
- experience with the environmental protection, clean-up, planning of conditioning and modifications of nuclear facilities,
- experience with dosimetry, radiation technologies and safety of nuclear facilities,
- technical qualification in the area of radiation technology and surveillance of radiation control program,
- technical qualification in the area of the applied radiation protection and simulation of doses,
- technical qualification in the area of programs of radiation control for the external contamination, procedures and basic technical documents for the control and release of potentially contaminated facilities and constructions,
- technical qualification in the area of work safety,
- technical qualification in the area of the emergency preparedness.

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2.1.2 FUNCTIONS AND RESPONSIBILITIES

The working team of the Consultant will consist of field staff (Key Experts) and home office experts.

- Field staff will be mainly in charge of coordinating the works with Client specialist and home office and participating in progress meetings and specific BIDSF project meetings. They will be involved in the day to day of the Project and will be the main way for on the job training with the Client besides the Home Office Experts who will provide the on job training during the 2-week periods of development/finalization of deliverables.

The Home Office Expert will be present on Client's site

- at the beginning of development of the document/Deliverable (i.e. time of agreement on Input Data and management of development of the document for the duration of 1 week) between the period "Edition of Input Data" and "Agreement on Input Data"
- during the resolution of the comments (discussion) for the duration of 1 week. ,
- Home office specialist will be responsible of:
 - technical deliverables development under the coordination of field staff
 - participation in the evaluation committees as technical specialist or chairman when Procurement KE is not available
 - support the contract management tasks in those activities where a specialist is required

Five Key Experts will be provided by the Consultant as field staff for the Phase 6 Services:

- Key expert 1 Consultant Project Director
- Key expert 2 for decommissioning and strategy
- Key expert 3 for waste management
- Key expert 4 for procurement
- Key expert 5 for contract management.

2.1.2.1 Consultant Project Director (CPD)

Key Expert will be the counterpart of the HPMU and will be responsible for all the Services provided by the Consultant.

The H PMU will manage Consultant Project Director in the matter of coordination of Consultant's activities during the Services implementation with the Client's activities during the V1 NPP decommissioning.

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The CPD will be directly in charge of the following Services Management activities:

- management of the implementation of the Services in terms of technical, financial and operational aspects,
- communication with the Client and overall coordination of interfaces of the Consultant 's Personnel with respective departments and functions of the Client,
- preparation of Monthly Progress Report and its presentation on the Monthly Progress Meeting,
- operative assignment of tasks and elaboration of Detailed Work Programme based on the updated IPBTS,
- appointing the date of Deliverables and control of the delivery process including consultations of individual Deliverables with the Client,
- approval of Deliverables, delivering them to the Client, assurance of incorporation of the relevant and reasonable comments to them, and elaboration of final Deliverable,
- drafting and managing the cost estimate of the Services,
- drafting and updating the organizational structure of the Services,
- elaboration and issuance of updated documentation of Services management in compliance with the relevant Client 's ISM procedures,
- implementation and control of all activities,
- identification of all unresolved issues and taking measures for their solution,
- provision of trouble-free coordination of all concerned organizations (Consultant, Client, potential advisors of the Consultant),
- fulfilment of other tasks necessary for providing trouble-free functioning of Personnel and implementation of the Services,
- delivery of individual Deliverables on time, according to IPBTS,
- early identification of unfavourable progress of preparation and implementation of BIDSF Projects jeopardizing the V1 NPP decommissioning in 2025 and the proposal of corrective measures,
- performance of risk management within the Services,
- responsible for the identification of the Training Plan scope and its implementation, elaboration, review and implementation of quality assurance.
- supervise the development, implementation and administration control of the Project DMS.

One of the field staff shall be nominated as substitute of the Consultant Project Director in time of his absence on V1 NPP Bohunice site to coordinate and manage the Services in the conditions of the PMU.

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2.1.2.2 Decommissioning and Strategy Key Expert

The responsibilities of the Decommissioning and Strategy Key Expert will consist of:

- co-ordination of Decommissioning Strategy activities (see Section §0),
- management of the Services implementation process,
- responsible for the quarterly review of the decommissioning baseline schedule (IPBTS) based on projects progress and strategic inputs,
- responsible for the control of the project time activities versus IPBTS to be incorporated in the Monthly Reports,
- responsible for the identification of the BIDSF Projects' critical paths to support management decisions, and minimise any possible conflicts and mitigate their impact, submitting proposals to HPMU for mitigation in case of jeopardising the milestones of BIDSF Projects,
- application of methods of recognition and analysis of problem issues within the Services, potential cause of problems and corrective measures related to the safety issues during decommissioning, and analyses of safety risks of the BIDSF Projects,
- elaboration of necessary procedures for the implementation of the Services according to quality assurance including methodologies of reviewing and assessing the technical documents and Input Data,
- review of methods of BIDSF Projects' licensing, identification of risks related to the licensing procedures and proposals of measures for their elimination or mitigation,
- informing the Consultant's Other Key Experts on technical documentation of the Client, requirements for the quality assurance in the field of technical procedures and documentation approval processes, management and coordination of the Consultant's Other Key Experts during their assignment to the specific BIDSF Project.
- In relation to Engineering and Decommissioning BIDSF Projects:
 - o planning of individual activities and their assigning to his team members,
 - o planning of human resources and financial resources,
 - o elaboration of his contribution to the Monthly Progress Report,
 - o participation together with the Consultant Project Director on Monthly Progress Meetings and presenting the progress of the Services,
 - o identification of the Services risks, reporting of risks to the Consultant Project Director and proposal of measures for their elimination or mitigation,

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- informing the Consultant's Other Key Experts on technical documentation of the Client,
- management and coordination of the Consultant's Other Key Experts during their assignment to the specific BIDSF Project.

2.1.2.3 Waste Management Key Expert

The responsibilities of the Key Expert will consist of:

- Support the D&S KE in the Decommissioning Strategy activities related to RWM.
- Management of the Services implementation process,
- Application of methods of recognition and analysis of problem issues within the Services, potential cause of problems and corrective measures related to the safety issues during decommissioning, and analyses of safety risks of the projects,
- Elaboration of necessary procedures for the implementation of the Services according to the quality assurance including methodologies of reviewing and assessing the technical documents and Input Data,
- Review of methods of BIDSF Projects' licensing, identification of risks related to the licensing procedures and proposals of measures for their elimination or mitigation,
- In relation to Waste Management BIDSF projects:
 - planning of individual activities and their assigning to his team members,
 - planning of human resources and financial resources,
 - elaboration of his contribution to the Monthly Progress Report,
 - participation together with the Consultant Project Director on Monthly Progress Meetings and presenting the progress of the Services,
 - identification of the Services risks, reporting of risks to the Consultant Project Director and proposal of measures for their elimination or mitigation,
 - informing the Consultant's Other Key Experts on technical documentation of the Client requirements for the quality assurance in the field of technical procedures and documentation approval processes,
 - application of methods of recognition and analysis of problem issues within the Services, potential cause of problems and corrective measures related to the safety issues during decommissioning, and analyses of safety risks of the projects,
 - elaboration of necessary procedures for the implementation of the Services according to the quality assurance including methodologies of reviewing and assessing the technical documents and Input Data,
 - review of methods of BIDSF Projects' licensing, identification of risks related to the licensing procedures and proposals of measures for their elimination or mitigation

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- management and coordination of the Consultant's Other Key Experts during their assignment to the specific BIDSF Project.

2.1.2.4 Procurement Key Expert

The Procurement Key Expert will be responsible for overall management of the BIDSF Projects procurement process including, definition of procurement strategy, preparation of the tender documents and surveillance of individual tenders and evaluations. The Procurement Coordinator is responsible for the following main activities:

- provision of reviewing the documentation of the BIDSF Projects procurement elaborated by Client, this review shall verify the completeness and accordance of procurement documentation with the EBRD's Procurement Policies and Rules,
- support to the Client in all management of the Procurement activities
- assure the completeness of the Tender Documentations / Request for Proposals in compliance with BIDSF procurement rules,
- management of the Tender evaluation process,
- management of the Evaluation Committee for the short listing in case of the consulting services
- management of the Evaluation Committee of the Tender/Request for Proposals process for the BIDSF Projects,
- chair of bids evaluation committees joint to at least one home office technical expert in the field of the project,
- preparation of the Short List Report (or its necessary revisions) in case of consulting services,
- preparation of the Tender Evaluation Report (or its necessary revisions) and if requested by the Client, the presentation of the results of evaluation process to the Client's management,
- preparation of the procurement plan,
- identify the risks in the procurement process and in case of findings reporting to CPD in this matter,
- Procurement Key Expert will support Contract Management Key Expert in the supervision of contractors from legal and procurement points of views,
- support of the Client Project Managers during implementation of the BIDSF Project in the field of claims management, contract change management, and takeover of the BIDSF Project's deliverables etc,
- support of the Client Project Managers during implementation of the BIDSF Project in the field of insurance requirements,
- support of the Client Project Managers during implementation of the BIDSF Project contract close-out, extension or renewal,
- support of the Client Project Managers during implementation of the BIDSF Project in the field of contract changes in order to fit Slovak legislation and EBRD Policies and Rules,

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- support in revision of the project completion reports for BIDSF Projects according to the assumption stated in Section § 1.7.4 (Deliverable D12).

2.1.2.5 Contract Management Key Expert

The Contract Management Key expert will be responsible for the monitoring of the status of supplies of particular contractors during the implementation of BIDSF projects. They are responsible for the following main activities:

- monitor the status of supplies of BIDSF Projects contractors: schedule, deliverables, invoices, etc.
- support the Client's Decommissioning Project Manager in analysing the potential risks for the contracts to be signed,
- support of the Client Project Managers during implementation of the BIDSF Project in the field of claims management, contract change management, quality control, takeover of the supply etc,
- conduct the financial and contract negotiations at the appropriate management level,
- intervenes, analyses, manages and resolves business conflicts between the Client and the contractors,
- develop and implement procedures for contract management and administration in compliance with Client's policy,
- coordinate contractual insurance requirements,
- handle on-going issue and change management,
- ensure contract close-out, extension or renewal,
- processing and actualization of signed contracts database,
- contract milestones fulfilment monitoring,
- verification of evidences about contract milestones fulfilment,
- provide support in procurement plan preparation,
- cooperation by cost planning of cost department,
- support by changes in contracts in order to fit Slovak legislation and EBRD Policies and Rules, as well review of technical correctness and justness of such change and adequacy of suggested cost estimate,
- support the Client's Decommissioning Project Manager in reviewing the contractors' inception reports (including quality, health and safety and risk management plans) by advising on the critical items to be checked and proposing Consultant's specific reviews,
- analysis of the monthly progress reports, identifying the projects' critical paths to support management decisions, minimise any possible conflicts,

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- identify the BIDSF Project risks and propose of measures for elimination or mitigation,
- support the Client Decommissioning Project Managers in monitoring and control of contractor's designers and design subcontractors,
- organisation of the support to the technical inspections of the Client as well as addressing the outcomes from these inspections,
- support the Client Decommissioning Project Managers in management of inspections related to contractors activities,
- participation to meetings and inspections with the Client and Contractors,
- preparation, when requested by the Client of analysis of any change request or claim by a Contractor from the technical, planning, financial and contractual points of view,
- cost analysis of BIDSF Projects under implementation, informing Client's Decommissioning Project Managers about possible trends of deviations from planned objectives, controlling the adequacy of funding,
- support the Client Decommissioning Project Managers in issuing taking-over certificates, interim payment certificates, a performance certificates, as-built conformance report, handover of receiving of partial and final supplies,
- support the Client Decommissioning Project Managers in the evaluation of the BIDSF Project results to facilitate hand over of deliverables, goods and premises to the owner.
- revision of the project completion reports for BIDSF Projects according to the assumption stated in Section § 1.7.4 (Deliverable D12).

2.1.2.6 Other Key Experts (Home-office)

The following paragraphs summarise the responsibilities of all the key experts proposed by the Consultant for the successful performance of the Services..

× Safety & Licensing Key Expert (S&L KE)

The S&L KE will be responsible for preparation and review licensing requirements and support of Consultant experts in all the licensing activities. The S&L KE will be responsible for the following main activities:

- assure that internationally recognised safety and licensing practices are taken into account properly,
- define safety and licensing requirements and restrictions in Technical Studies and Technical Specifications developed by the Consultant,
- review of licensing documents supplied by contractors for compliance with the applicable standards and guides of Slovak authorities, international standards (IAEA, EU, etc.),

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- identify the risks within safety and licensing activities and report to the CPD on this matter.
- Review (if required) of licensing deliverables of Block B BIDSF projects (B6.5, B6.7, B7.2)

× **Decommissioning and Dismantling key experts**

The Decommissioning and Dismantling key experts will be responsible of developing engineering documents related to Block D BIDSF projects and support D&S KE in Decommissioning Strategy activities.

They will participate in the EC as technical expert of the D projects and support the CM KE in contract management activities for Block D BIDSF projects.

× **Decontamination key experts**

The Decontamination key experts will be responsible of developing engineering documents related to Decontamination BIDSF projects (D2, D2.1 and D4.4D, D4.4C) and support D&S KE in Decommissioning Strategy activities.

They will participate in the EC as technical expert of the Decontamination BIDSF projects.

× **Radiological characterisation key experts**

The radiological characterisation key experts will be responsible of developing engineering documents related to radiological characterisation BIDSF projects (B6.6) and support D&S KE in Decommissioning Strategy activities.

They will participate in the EC as technical expert of the Decontamination BIDSF projects.

× **Radiological protection key experts**

The radiological protection key experts will be responsible of developing engineering documents related to radiological protection BIDSF projects (C12.1 and C12.2) and support D&S KE in Decommissioning Strategy activities.

They will participate in the EC as technical expert of the RP BIDSF projects.

× **Nuclear technology key expert**

The nuclear technology key experts will be responsible of supporting the other key experts in developing engineering documents related to decommissioning and dismantling BIDSF projects and support D&S KE in Decommissioning Strategy activities.

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× **Civil key experts**

The civil key experts will be responsible of supporting the other key experts in developing engineering documents related to decommissioning and dismantling BIDSF projects and support D&S KE in Decommissioning Strategy activities.

They will be also in charge of developing engineering activities for C8 and C8B projects and participate in the EC as technical expert for these projects.

× **Mechanical / system key experts**

The mechanical / system key experts will be responsible of supporting the other key experts in developing engineering documents related to decommissioning and dismantling BIDSF projects and support D&S KE in Decommissioning Strategy activities.

They will also support the CM KE in contract management activities for Block A BIDSF projects.

× **I&C key experts**

The I&C key experts will be responsible of supporting the other key experts in developing engineering documents related to decommissioning and dismantling BIDSF projects and support D&S KE in Decommissioning Strategy activities.

They will also support the CM KE in contract management activities for Block A BIDSF projects.

× **Electrical key experts**

The Electrical key experts will be responsible of supporting the other key experts in developing engineering documents related to decommissioning and dismantling BIDSF projects and support D&S KE in Decommissioning Strategy activities.

They will also support the CM KE in contract management activities for Block A BIDSF projects.

× **DMS key experts**

The DMS key experts will be responsible of developing the deliverable D16.

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× **IT key experts**

The IT key experts will provide the information technologies knowledge in order to assure the compliance with the normal and international standards within this discipline.

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× **RAW processing key experts**

The RAW processing key experts will be responsible of developing engineering documents related to RAW processing BIDSF projects (mainly C7.A4, C14, C15-B) and support D&S KE in Decommissioning Strategy activities.

They will participate in the EC as technical expert of the RAW processing BIDSF projects.

× **RAW disposal key experts**

The RAW disposal key experts will be responsible of developing engineering documents related to RAW disposal BIDSF Projects (C9.4) and support D&S KE in Decommissioning Strategy activities.

They will participate in the EC as technical expert of the RAW disposal BIDSF projects.

× **Hazardous Waste Management key experts**

The Hazardous Waste Management key experts will support the engineering working team in developing engineering documents of BIDSF projects where hazardous materials are present (D projects) and support D&S KE in Decommissioning Strategy activities.

× **Material clearance key experts**

The Material clearance key experts will be responsible of developing engineering documents related to material clearance BIDSF projects (C10A) and support D&S KE in Decommissioning Strategy activities.

They will participate in the EC as technical expert of the C10A BIDSF project.

× **Contract administration key experts**

The Contract administration key experts will support the Client Decommissioning Project managers in the administration of the BIDSF project contracts assuring the compliance with the FIDIC conditions and the analysis of the claims, variation order and disputes.

× **Risk assessment key experts**

The Risk assessment key experts will be in charge of reviewing the Risk analysis and assuring accurateness of the applied risk methodology. They will monitor that all the project uncertainties will be addressed accurately and the risk mitigation was undergone correctly. They will be in charge of the Risk sections of the decommissioning Strategy update.

× **Quality Control key experts**

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The Quality Control key experts will verify that the quality of the deliverables of the BIDSF projects Contractor is according to the requirements.

× **Supply inspection key experts**

The Supply inspection key experts will assure that physical deliverables of the BIDSF Projects Contractor are received according to the technical specification parameters containing no damages and non conformities.

× **Testing and Commissioning key experts**

The Testing and Commissioning key experts will support Client project managers during the design and execution of Factory and Site Acceptance Tests as well as during the process of commissioning and go-live.

× **Legal key experts**

The Legal key experts will assure that all the action during the administration of the BIDSF Project contracts are legally in compliance with the rules and legislation stipulated in the contracts.

× **Claims key experts**

The Claims key experts will analyse the justification of claims received from Contractors during the implementation of the BIDSF projects.

2.1.3 BACKSTOPPING

Backstopping is the support (of any content, at any level and time) that the team may need, during the Services implementation, to do their work more easily, effectively and efficiently.

The companies that conform to IEI Consortium have available the best qualified team that at any time, if required, will be able to support the PMU staff in technical and administrative issues that may arise.

The companies have a wide experience and expertise in all the activities to be developed by the PMU and at any time, the PMU staff will have the available resources for their assistance.

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2.2 PROJECT MANAGEMENT

2.2.1 PROJECT MANAGEMENT APPROACH

The decommissioning of Bohunice V1 NPP represents a multidisciplinary project in an international and multicultural environment interfacing multiple parties. From this point of view the Management of the Project becomes in an important and continuous leverage aiming to comprise people in the decommissioning process and to eliminate any barriers that could arise.

Project management as the application of knowledge, skills, tools, and techniques to Project activities to meet the Contract requirements, have a significant impact on Project success. The Project management good practices do not mean that they should always be applied uniformly to all the deliverables.

Project Management approach will be executed to meet the Contract requirements having into account that very often all the Project actors may have differing ideas as to which is the most important in the overall Project. The Project Management will be able to assess the situation and balance the demands in order to deliver a successful product by balancing the competing project constraints: Scope, Quality, Schedule, Budget, Resources, and Risks.

The Project Management approach will include unification, consolidation, articulation, and integrative actions that are crucial to meet the Contract requirements entailing making choices about resources allocation, making trade-offs among competing objectives and alternatives.

CPD will be in charge of the Project Management, will hold the position of Head of Consultant and will be partner to Head of PMU on Client's side.

2.2.2 PROJECT PROGRESS MONITORING

The Project Progress Monitoring includes the Services provided by the Consultant as well as the situation of all the other BIDSF projects all will be constituted by:

- Control the coherence of the Project as a whole, through the updates of the Decommissioning Strategy documents and at the Levels 1 and 2 of the Project Schedule, including main scope modifications,
- Control the specific development of the activities:
 - Scope and quality of the works and services
 - Schedule, using the Level 3 of the Project Schedule to compare to the baseline and implement recovery actions
 - Cost (for Consultant's activities only)
 - Risks, through the analysis of the Consultant's key experts

This monitoring will be documented in order to keep the Client regularly informed of the situation of the Consultants services development according to the scheme proposed in Section §0.

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The Monthly Progress Report will focus on the status of the Projects and summarize in a similar format as currently used the events that occurred in the Period.

2.2.3 INTERFACES AND COMMUNICATION

Interfaces and communication need to ensure timely and appropriate generation, collection, distribution, storage, retrieval and, ultimate disposition of project information. Effective communication in the PMU Project creates a bridge between diverse stakeholders involved in the decommissioning, connecting various cultural and organisational backgrounds, different level of expertise and, various perspectives and interests related to the execution of the PMU Consultant services.

Interfaces and communications activity has many potential dimensions, including:

- Formal (Reports, MEMOs) and informal (emails, ad-hoc discussions),
- Internal (within the project) and external (any other company, media),
- Vertical (up and down the organisation) and horizontal (with peers),
- Written and oral,
- Verbal and non-verbal (tone, pitch, physical mannerisms)

To decide how to communicate each issue is to determine the right technology after considering various factors that can affect the Consultant services, such as urgency of the need of the information, availability of technology, type of communication (e.g. formal or informal, written or verbal), project environment, etc. Generally the following technologies should be applied:

Table 4: Frequent communication types

Communication Types	When used
Formal written	Complex problems, project management plans, change of scope/schedule, contract changes
Formal verbal	Presentations, speeches
Informal written	E-mail, handwritten notes
Informal verbal	Meetings, conversations, discussions, phone calls

The entire official communication between the Consultant and the Client will take place between the Head of PMU and the CPD. Any contractual change between the Client and the Consultant need to be signed by the representatives of the Consortium companies entitled for such representation.

The operative communication will be carried out within the respective Client's technical department within the operative meetings or directly between the respective Client's expert and the Consultant team member responsible for the preparation of the technical document or other service in order to transfer the know-how.

The CPD will be responsible for the communication management within the Services.

Consultant Key Experts will be responsible for communication with respect to specific technical areas and group of the BIDSF projects of their responsibility.

The Consultant will provide the suitable communication to the appointed Client expert and the Client will internally disseminate the information to assure that all concerned Client's departments will be informed immediately by the CPD on each important issue.

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The official communication with the EBRD will be carried out through the Monthly Meetings and Head of the PMU.

2.2.3.1 Information system

The Consultant will use the following systems for communication with the Client:

- **“KIS Navigator”** system for the purposes of communication with the Client and approval of Deliverables by the Client (via Internal Notices). For these purposes, the Client will provide to the field staff Key Experts the access into the respective KIS Navigator modules necessary for his job performance. Other Consultant’s personnel will have the access in time of their assignment to the PMU at V1 NPP Bohunice site only to the electronic mail and electronic archive of PMU technical documentation and technical records.
- Decommissioning database ARSOZ-DDB, the Client will provide to the field staff complete access into the application.
- DMS, the Client will provide to the field staff complete access into the application.
- MS Project for project planning, the Client will provide to the field staff complete access into the application.
- Digital archive DATD, the Client shall provide to the field staff access into the application.

2.2.3.2 Meetings scheme

For the purposes of the Consultant services, the following minimum meetings will take place:

Project Status Meeting

Periodical PMU meeting focused on BIDSF projects.

Periodicity: each Monday at fixed time

Responsible:

- a) Client: Head of V1 Decommissioning Preparation and Realization Section
- b) Consultant: Consultant Project Director

Aimed at: actual status of projects, requirements for the support from Home Office, submittal of the drafts of Deliverables, operative modification of time schedules, escalation of the problem issues from the part of project managers, operative procurement planning, evaluation of the fore passed week, operative programme of Works for the on-coming period.

Output: review the schedule to detect potential problems and agree corrective measurements, information for the Head of PMU (Head of V1 Decommissioning and PMU Division), report on the status of projects to the Head of PMU.

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Operative meeting of the Head of PMU (Overall Status Meeting)

Periodicity: each Wednesday at fixed time

Responsible:

- a) Client: Head of PMU
- b) Consultant: Consultant Project Director

Aimed at: actual status of BIDSF Projects, discussion of the most important issues within the V1 NPP Decommission Project, discussion of other important issues within the Clients organization (interfaces with other divisions), discussion of important issues of the Services with the Project Director, operative program of works for the on-coming period on managerial level..

Output: overall status of the PMU, corrective measurements, managerial decisions.

Regular Monthly Progress Meeting of the BIDSF

Periodicity: first Thursday in month at fixed time

Responsible:

- a) Client: Head of PMU
- b) Consultant: Consultant Project Director
- c) EBRD: Representative of the EBRD

Aimed at: actual status of BIDSF Projects, escalation of problem issues to the EBRD, evaluation of the past month, programme of works for the on-coming period.

Output: Monthly Progress Report on the progress of projects, Minutes of Meeting with tasks defined.

Decommissioning Strategy Meeting

Periodicity: 1 x quarterly at fixed time (after the Monthly meeting)

Responsible:

- a) Client: Head of V1 Decommissioning Preparation and Implementation Section
- b) Consultant: Project Director

Consultant Strategy team

Aimed at: actual status of the projects' plan, actual status of other company plans, escalation of the problem issues to the V1 Decommissioning and PMU Division management, programme of works for the on-coming period.

Output: updated schedule of the BIDSF Projects, updated plan of the projects, other updated Client plans, Minutes of meeting.

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Steering Committee Meeting

Periodicity: quarterly-monthly according to the participants agreement

Responsible :

- a) Client: Head of PMU
- b) Consultant: Project Director
 - Consultant Companies representatives
- c) EBRD: Representative of the EBRD

Aimed at: actual status of the BIDSF projects, solution and decision making regarding the issues on the level of the Steering Committee, programme of works for the on-coming period.

Output: Action list with defined tasks.

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3. Quality Assurance

The Consultant's Personnel shall proceed according to the relevant procedures of the Integrated Management System of the Client while performing their Services and during the performing of the Services at V1 NPP Bohunice site and in buildings of the Client in Jaslovské Bohunice.

The Consultant shall comply with the Client's ISM documentation applicable for the Services, (describing process such as management of technical documentation and technical records on PMU, organization rules of Consultant, management of PMU meetings, schedules of BIDSF Projects, management of interfaces, procurement manual of BIDSF Projects, tender evaluation process of BIDSF Projects, invoicing of the Consultant, management of BIDSF Projects, management of Input Data) namely:

JAVYS/14/ZSM-VZ	Decommissioning of V1 nuclear facility
JAVYS/14/SM-VZ-01	Management of technical documentation and technical records on PMU BIDSF
JAVYS/14/SM-VZ-02	Organization rules of PMU Consultant
JAVYS/14/SM-VZ-03	Management of PMU meetings
JAVYS/14/SM-VZ-04	Schedules of BIDSF projects
JAVYS/14/SM-VZ-05	Management of interfaces on PMU
JAVYS/14/SM-VZ-06	Procurement manual of BIDSF projects
JAVYS/14/NA-VZ-06-01	Tender evaluation report of BIDSF projects
JAVYS/14/SM-VZ-07	PMU Consultant invoicing and PMU cost disbursement
JAVYS/14/SM-VZ-09	Management of BIDSF projects
JAVYS/14/SM-VZ-10	Management of input data

These procedures will be updated when applicable to incorporate the processes stated in Section 2 of this Appendix A "*Particular terms and conditions regarding the Services (procedures)*". Any change in any Client's internal procedures that might affect Services to be provided by the Consultant should be analysed by the Consultant and its impact shall be object to Variation or Claim in accordance to the procedures set in the Agreement.

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2. PARTICULAR TERMS AND CONDITIONS REGARDING THE SERVICES (PROCEDURES)

2. A Notices and Communication

2. A (i) Notices

All matters related directly to the existence, termination, amendments, modifications of this Agreement shall be effectuated by official documents between the Parties, executed in writing, signed by the authorized representatives of the Parties and delivered to the following address:

CLIENT:

Name: Mrs. Andrea Česneková
Address: Jadrová a vyradovacia spoločnosť, a.s.
Building Nr. 750-IX.5, 919 31 Jaslovské Bohunice, Slovak Republic
Telephone: +421 33 531 4304
Fax: +421 33 531 4600
E-mail: cesnekova.andrea@javys.sk

CONSULTANT:

Name: Mrs. Alicia Gonzalez Fernandez-Conde
Address: Avda. de Manoteras 20, 28050 Madrid, Spain
Telephone: + 34 91 713 2020
Fax: + 34 91 767 5587
E-mail: agfc@iberdrola.es

Any such notice given under this Agreement must be in writing (which does not include fax and email) and must be delivered in person or sent by registered post/courier to the Party to be served at the addresses appearing above or at such other address as it may notify to the other Party under this conditions.

Any such notice shall be deemed to have been given if delivered in person or by courier, at the time of delivery; in proving service of a notice it shall be sufficient to prove that the notice was delivered to the recipient or that the envelope containing the notice was properly posted for delivery by registered mail to the address of the recipient.

In case of discrepancy between the date in a notice and the date of the delivery of the notice, it shall be considered that the due date is the date of the delivery date.

2. A (ii) Internal Notices

All notices related to the Services and to the implementation of the Services in the Term (hereinafter referred to as "Internal Notices") relating to the delivery of Services, approval or rejection thereof, requests for Input Data and handing over of the Input Data, HOSR, the invoicing and payments and the like shall be exercised by the Parties by mutual exchange of information through electronic information system LOTUS NOTES following terms and conditions.

The Consultant Project Director shall be, acting solely, authorized to effect and to receive all Internal Notices in connection with the Services provided under this Agreement, with the PMU staff, and the Client,.

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Head of PMU and in his absence an official commissioned by the Head of PMU shall be authorized, acting solely, to effect and to receive all Internal Notices in connection with the Services provided under this Agreement on behalf of the Client, including the execution on behalf of the Client of individual Home Office Support Request.

This Agreement and Appendices thereto may allow other officials and staff of the Consultant or the Client to convey and receive information, reports or notices with the aim to effectively complete the Services.

The Parties hereby acknowledge that all notices between the Parties, to their officials and staff at all levels pertaining to the operation of this Agreement shall be made available upon request to the authorized officials of the EBRD.

Any Internal Notice sent pursuant to this procedure shall be deemed as duly delivered upon the registration in LOTUS NOTES system of the other Party.

2. A (iii) Communication

The day-to-day communication between Parties shall be carried out as referred in the scope of the Services in the Section 2.2.3 "Interfaces and Communication".

For the purpose of a day-to-day coordination of the respective BIDSF Projects, Key Experts shall communicate directly with the Project Manager of the respective BIDSF Project with the knowledge of the head of the Client's department to which they have been assigned.

2. B Input Data Procedure

To avoid any doubt, the Parties agree that this procedure shall apply **to the Deliverables D4 - Technical Studies, D6 - Technical Specifications and D2 - Detailed Decommissioning Plan** referred in this Appendix A.

In accordance with the Schedule included in Appendix A, the Consultant shall request the Input Data for a particular Deliverable ("**Request for Input Data**") to the Client.

The Request for Input Data shall *inter alia* indicate, in appropriate detail, all relevant and determining factors such as technical, legal, contractual requirements or specific items of such requirements, documents containing such requirements or other items that may influence the design outputs or the operation of the resulting goods, works and systems. The Consultant shall justify the requested Input Data.

The Request for Input Data shall be limited to information accessible by the Client and shall not include any publicly accessible information. If the requested Input Data is not available to the Client and the Parties agree that the missing/not available Input Data is necessary for the implementation of a particular Deliverable, the Parties shall agree, on the clarification meeting stipulated below, how to proceed, especially they shall agree whether the Input Data shall be elaborated or it can be assumed by the Parties. The Client shall be responsible only for an assumption that is V1 NPP site specific if the Parties do not agree otherwise. The Parties agree that as much as practicable, the assumption is the most preferable solution. To avoid any doubts, the publicly accessible information shall be the Applicable Law, international and Slovak standards and norms, any publicly accessible reports, decisions etc. The Client is not obliged to include any publicly accessible information into the List of Input Data, if not agreed otherwise.

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After the Request for Input Data was submitted to the Client, the Parties shall agree on a list of Input Data for the said Deliverable (“**List of Input Data**”) without any undue delay. For this purpose, the Parties shall have a meeting within 3 Days after the Request for Input Data was delivered to the Client to clarify the List of Input Data and shall agree on the List of Input Data. The Parties shall provide qualified experts as regards to the Deliverable that is subject to the Request for Input Data.

The Client shall provide the agreed Input Data to the Consultant within ten (10) Days after the Parties agreed on the List of Input Data. The Input Data shall be provided preferably in English language. If the Input Data is not available in English, the Parties shall agree during the clarification meeting for the List of Input Data, which part of the requested Input Data shall be translated and by which Party and in what time.

The Consultant shall verify the Input Data received from the Client and deliver to the Client any additional requests for Input Data without any undue delay after their receipt by the Consultant, however, no later than within ten (10) Days after the receipt by the Consultant of the relevant Input Data from the Client. To avoid any doubt, the verification means the Consultant shall review if the Input Data provided by the Client are the ones that were required from the Client and they are sufficient and consistent for the Consultant to perform the Deliverable successfully. If any inconsistency occurs, the Client shall approve the correct information.

In the absence of the Consultant’s additional requests for Input Data or if the Consultant’s additional requests for Input Data was delivered to the Client after such period of ten (10) Days, the Input Data originally provided by the Client shall be deemed to have been accepted by the Consultant.

If it is not feasible for the Consultant to elaborate the Deliverable with Input Data provided by the Client the Parties shall agree how to proceed.

If for any reason the Consultant has comments/clarifications to the Input Data received from the Client, and the Client needs more time to provide the requested clarification or information to the Consultant, if it is possible, the Consultant will start performing the Deliverable, so as not to prejudice the correct development of such Deliverable. The Parties if this is the case will evaluate the consequences of this extra time and will act consequently in accordance to the provisions of the Agreement.

Any communication between the Consultant and the Client with regard to the Input Data shall be in written form following the provisions of Section 2.A (ii) [Internal notices] of this Appendix A.

The final List of Input Data shall be provided by Consultant to Client with the delivery of the respective Deliverable.

The Consultant may repeatedly request new Input Data from the Client; however, any additional request for new Input Data does not affect the obligation of the Consultant to deliver the relevant Deliverables duly and on the relevant Submission Dates, unless otherwise agreed in writing between the Client and the Consultant.

The Client shall be responsible and the Consultant may rely upon, the accuracy and completeness of the Input Data provided by the Client pursuant to this Agreement.

2. C Acceptance and Commenting Procedure

2. C (i) Acceptance and Commenting Procedure for the Lump Sum Deliverables

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For the delivery of Lump Sum Deliverables and its commenting process for final approval and signature by the Client of the Deliverable Acceptance Protocol, the following terms and conditions shall apply.

The Lump Sum Deliverables shall be considered as duly delivered to the Client upon the signing by the Client of a corresponding Deliverable Acceptance Protocol, as provided in Client's internal procedure JAVYS/14/SM-VZ-09 as amended from time to time.

The Lump Sum Deliverables that are subject to No objection of the EBRD are accepted by the Preliminary Deliverable Acceptance Protocol and shall be considered as duly delivered to the Client upon the signature by the Client of a corresponding Deliverable Acceptance Protocol after the Client obtains the relevant No objection. For avoidance of any doubt the Lump Sum Deliverables that are subject to No objection are specified in the Section 1. A (i) [The Lump Sum Deliverables] in the Appendix A.

The Consultant shall deliver the Lump Sum Deliverable – revision 0 to the Client for its comments thirty three (33) Days before the Submission Date indicated in this Appendix A.

The Client shall deliver to the Consultant the Client's comments to the Lump Sum Deliverable – revision 0 (the "**Comments**") within eight (8) Days in a Comments and Resolution Sheet, as provided in the Client's internal procedure JAVYS/14/SM-VZ-01 as amended from time to time after the receipt by the Client of such Lump Sum Deliverable – revision 0.

Any comment or instruction provided by the Client regarding a Lump Sum Deliverable with an effect to the Input Data and/or the scope of the Lump Sum Deliverables and/or the Submission Date and/or price of the relevant Lump Sum Deliverables shall be subject of a Variation in accordance with Clause 23 of this Agreement.

Within the three (3) Days after the Comments were provided by the Client to the Consultant, the Parties, if they deemed necessary, shall have a meeting to clarify its content and resolution of comments, The Parties shall provide qualified experts as regards to the Lump Sum Deliverable which is subject to the Comments.

When going through the commenting process the Consultant shall do its best efforts to incorporate the Comments of the Client and responds to all of his considerations.

When reviewing the incorporation of the Comments, the Client shall not provide new comments to the Deliverable that were not initially included as Comments. Any additional comments or modifications that were not included in the Comments shall be subject to a Variation in accordance to the Clause 23.

If parties agree on the Comments

If the Consultant agrees with the incorporation of the Comments into the Lump Sum Deliverable – revision 0, the Consultant shall deliver to the Client the Lump Sum Deliverable - revision 1 within eighteen (18) Days after the Comments were provided by the Client to the Consultant with the changes to the Lump Sum Deliverable revision 0 using a "track changes" mode in MS Office.

The Client shall verify the incorporation of the Comments into the Lump Sum Deliverable – revision 1 within two (2) Days after the receipt by the Client of the revision of such Lump Sum Deliverable – revision 1.

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If the parties disagree on the Comments

If the Consultant disagrees with the incorporation of any of the Comments provided by the Client into the Lump Sum Deliverable – revision 0, the Consultant shall provide the reasoning concerning the rejection to the Client in writing as soon as practicable. If the Client decides to incorporate the objected Comment to the Lump Sum Deliverable – revision 0, in spite of the Consultant’s objection, the Client shall have the right to instruct the Consultant to incorporate the objected Comment into the Lump Sum Deliverable – revision 1. In such a case, the Consultant shall incorporate the objected Comment to the Lump Sum Deliverable – revision 1 and at the same time it shall have the right to include the disclaimer regarding the objected Comment, which would include at least reasoning and limitation of liability related to the relevant Lump Sum Deliverable – revision 1.

The Consultant shall deliver to the Client the Lump Sum Deliverable - revision 1 within eighteen (18) Days after the Comments were provided by the Client to the Consultant with the changes to the Lump Sum Deliverable revision 0 using a “track changes” mode in MS Word.

The Client shall verify the incorporation of the Comments into the Lump Sum Deliverable – revision 1 within two (2) Days after the receipt by the Client of the revision of such Lump Sum Deliverable – revision 1.

In any of the above mentioned cases, if all the Comments are duly resolved by the Consultant the Client shall sign as soon as practicable, at the latest within five (5) Days the Deliverable Acceptance Protocol. Once the Deliverable Acceptance Protocol is signed, the Lump Sum Deliverable – revision 1 shall be considered as approved by the Client.

If a particular Lump Sum Deliverable is subject to a No objection of EBRD and all the Comments are duly resolved by the Consultant, the Client shall sign as soon as practicable, at the latest within five (5) Days the Preliminary Deliverable Acceptance Protocol. The Client shall inform the Consultant on the date in which has sent a Lump Sum Deliverable to EBRD for No objection. After the No objection of the EBRD is obtained by the Client, the Client shall sign a Deliverable Acceptance Protocol as soon as practicable, at the latest within five (5) Days after the No objection is received by the Client. If the Client receives any comments from the EBRD, the Client shall request the Consultant to incorporate the comments to the particular Lump Sum Deliverable. The Consultant shall incorporate the comments within the Lump Sum price if the comments are of technical matter and if they do not change the scope of the Lump Sum Deliverable and/or due to lack of performance on the Consultant’s side. Any other comments, the Consultant shall have the right for a claim.

The Consultant shall incorporate the requested comments within five (5) Days after the request at the latest and will issue the Lump Sum Deliverable – revision 2. The Client shall inform the Consultant on the date in which has sent Lump Sum Deliverable to EBRD for No objection. After the No objection of the EBRD is obtained by the Client, the Client shall sign a Deliverable Acceptance Protocol as soon as practicable, at the latest within five (5) Days after the No objection is received by the Client; The Client shall use all reasonable efforts to obtain the written confirmation of No objection and the Consultant shall provide all such co-operation as the Client and the EBRD may reasonably require with this respect. The Lump Sum Deliverable price include the incorporation of all technical comments of the EBRD unless it changes the Scope of the Lump Sum Deliverable.

2. C (ii) Acceptance Procedure for Deliverables that are part of the Cost Plus Fee Services

The acceptance and commenting of the Cost plus fee deliverables will follow the procedure described in the previous chapter, but due to the nature of the this services, the Client shall not apply the variation procedure and the Consultant will have no right for claim.

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The Parties shall accept the deadline, scope and workload by the signature of the Home Office Support Request (HOSR), referenced in Client's procedure JAVYS/14/SM-VZ-07 as amended as time to time, which will be binding by both Parties. If for any reason not attributable to the Consultant, the terms and conditions agreed in the HOSR cannot be met, these terms and conditions shall be revised and approved by both Parties. The Consultant shall have the right to initiate the revision of the HOSR using the claim procedure.

If the terms and conditions agreed in the HOSR are not fulfilled by the Consultant for any reason not attributable to the Client, the Consultant shall perform the Services specified in HOSR during such period of delay at his own cost and without any adverse impact on the availability of the Consultant Personnel to continue to perform the Services. The Consultant shall be obliged to accelerate the performance of the due Services to meet the terms and conditions agreed in the HOSR at his own cost.

In case of delay, the Parties agreed that as regards to the following Deliverables: Review of Technical Study [D5] and Review of Technical Specification/Terms of Reference [D7] the Client shall have the right to retain from the next month invoice and/or invoices that are subject to disbursement from EBRD following the delayed deadline specified in the HOSR corresponding to the amount of 10 % the price of Deliverable specified in the HOSR for each week of delay, with the maximum retention in the amount corresponding to the price of the Deliverable specified in the HOSR. The retained money shall be paid to the Consultant in the next invoice after the Deliverable was duly delivered to the Client.

2. C (iii) Review of Documentation

For those Deliverables consisting of a review of a document elaborated by the Client (for example Review of the BIDSF Project PIS, Technical Study and Technical Specification, Review of the Tender Documentation, Review of the Expression of Interest and review of the Project Completion Report) the above described procedure referred in the Section 2. B [Input Data Procedure] and in the Section 2. C (i) [Acceptance and Commenting Procedure for the Lump Sum Deliverables] shall be applied accordingly together with the following conditions.

The Consultant when submitting Deliverable revision 0 will have to sign the document as revised. After the Client has accepted the Comments provided by the Consultant to Deliverable revision 0, the Consultant following the above described procedure shall revise this incorporated Comments and sign Deliverable revision 1 as approved by the Consultant.

If the Client is not willing to incorporate some or all of the Comments provided by the Consultant to Deliverable – revision 0, the Consultant shall have the right to include a disclaimer regarding the objected Comment, which would include at least reasoning and limitation of liability related to the Deliverable – revision 1. Once the Consultant has elaborated the disclaimer and included it in the Deliverables – revision 1, the Consultant shall sign the Deliverable – revision 1 as accepted.

For the purposes of this Agreement the Parties agree on the following descriptions.

Review of the BIDSF Project PIS means a documented peer review of the PIS revision 0 with the aim to verify compliance of the document with the V1 NPP Decommissioning Strategy, Detailed Decommissioning Plan of V1 NPP (if available), technical intention of the respective BIDSF Project, Slovak and international technical standards, and the Consultant's experience in the respective technical area. The output of the Consultant review work is the updated version of the Deliverable in track changes. Finalization of the Deliverable is the responsibility of the Client. The Consultant shall sign the finalized document which shall take into account Consultant's comments to PIS revision 0 and BIDSF Project cost estimation as an input from the relevant Technical Study developed by the Consultant.

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Review of Technical Study is a documented review with the aim to verify compliance of the document with the V1 NPP Decommissioning Strategy, Detailed Decommissioning Plan of V1 NPP, technical intention of the respective BIDSF Project, Slovak and international technical standards, and the Consultant's experience in the respective technical area. The output of the Consultant review work is the updated version of the Deliverable in track changes. The finalization of the document is the responsibility of the Client. The Consultant shall sign the finalized document.

Review of Technical Specification/Terms of Reference is a documented review with the aim to verify compliance of the document with the V1 NPP Decommissioning Strategy, Detailed Decommissioning Plan of V1 NPP, technical intention of the respective BIDSF Project, Slovak and international technical standards, and the Consultant's experience in the respective technical area. The output of the Consultant review work is the updated version of the Deliverable in track changes. The finalization of the document is the responsibility of the Client. The Consultant shall sign the finalized document.

Review of the Expression of Interest/Tender Documentation/Request for Proposal by the Consultant means a peer review of the Expression of Interest/Tender Documentation/Request for Proposals with the aim to verify compliance of the document with the EBRD's Procurement Policies and Rules and Slovak law, principles of respective contract model and intentions of respective BIDSF Project, and to verify internal consistency of the document mainly consistency of the technical and commercial parts. The output of the Consultant review work is the updated version of the Deliverable in track changes. Finalization of the Deliverable is the responsibility of the Client. The Consultant shall sign the finalized document.

Review of Project Completion Report is documented review of Project Completion Report after the completion of the BIDSF Project and after the delivery of the Final Contract Completion Report of the particular BIDSF Project elaborated by the contractor/consultant in order to compare Client's evaluation of the BIDSF Project implementation with the Consultant's experience from the BIDSF Project monitoring. The output of the Consultant review work is the updated version of the Deliverable in track changes. The finalization of the document is the responsibility of the Client. The Consultant shall sign the finalized document.

Review of the Detailed Decommissioning Plan of V1 NPP means a review, update with respect to regulations and government policy, technological advances, cost estimates and financial provisions if changes have been occurred, with respect to the outputs from the relevant BIDSF Projects that have significant impact on this document and with respect to the V1 NPP Decommissioning Strategy and actual status of the V1 NPP decommissioning.

The output of the Consultant review work is the updated version of the Deliverable in track changes. Finalization of the Deliverable is the responsibility of the Consultant.

Project Identification Sheet (PIS) is a document containing the basic information of the BIDSF Project being under preparation (description of the project, objectives, breakdown of work activities, interfaces, conditions of implementation, schedules, cost estimate following the ISDC structure (work activities – packages linked onto ISDC), and procurement process).

2. D Training Plan

Prior to the starting date of each Training Unit as a part of the Deliverable Training Plan, the Consultant shall calculate the total sum of Daily Subsistence Allowance (DSA) pertaining to the Client's Training Unit Participants according to the official per-diem rates of the United Nations published on the official United

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Nations website; Client’s Training Unit Participants shall be entitled for the DSA in the sum corresponding to the official per-diem rates of the United Nations valid on the Starting Date of a Training Unit. Prior to every Starting Date of every Training Unit the Consultant shall disburse to the Client the advance payment for the Training Unit Participants DSA based on the Clients invoice.

The Consultant shall account and repay all eligible expenditures to the Client including also the difference between the DSA paid to the Client before the Starting Date of a Training Unit and the DSA calculated in accordance with the Rates valid on the Starting Date of a Training Unit according to the United Nations official rates valid on the Starting Date of a Training Unit without undue delay after the completion of the respective Training Unit based on the Clients final invoice.

The total sum of the DSA paid by the Consultant to the Client shall be reimbursed to the Consultant as part of the Contract Price according to Clause 6 of this Contract.

2. E Variation Procedure

Client may at any time prior to the completion of the Term of this Agreement request changes to the scope of the Services consisting of additions, deletions or revisions to the Services, or in the method or manner of performance the Services. All such changes to the scope of the Services shall only be authorized by a variation in accordance with the procedures set forth below. The Consultant shall execute and be bound by a variation initiated by the Client, following the procedure set forth below, unless the Consultant communicates the Client (with supporting particulars) that does not agree with the terms of the variation.

The Client shall propose a draft variation order (the “Variation Order”) and the Consultant shall analyse the potential impact of such variation and will include in the Variation Order:

- a) the proposed changes, if any, in the scope of the Services,
- b) the proposed changes, if any, in the cost of performing the Services and the Maximum Contract Value and/or price of Lump Sum Deliverables,
- c) the effect, if any, on any other aspect of the Services.

Any proposed changes set forth in the Variation Order shall be effective only upon the written consent of both Client and Consultant. Within ten (10) Days following the receipt of a draft Variation Order, the receiving party shall provide the party requesting the Variation Order with a written statement specifying any suggested modifications to such draft variation order. Once Client and Consultant agree on the final content of a draft Variation Order, the party requesting a Variation shall prepare the Variation Order. The Variations that have an impact of the price of the Deliverable, the Client shall submit for the Non objection of the EBRD. Once the Client has obtained the Non Objection from the EBRD, the Parties shall execute the Variation, elaborate any documentation needed for Amendment of the Agreement (if needed) and perform their respective obligations in accordance with the changes specified therein.



BIDSF
Project

**A1.6 - PMU Consultancy Services Phase 6
BIDSF 017 7 001**

**Agreement
Appendix B**

APPENDIX B

**EQUIPMENT, FACILITIES AND SERVICES TO BE PROVIDED BY THE CLIENT AND SAFETY AND
TECHNICAL CONDITIONS FOR PMU CONSULTANCY SERVICES PHASE 6**

(34 pages)

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1. EQUIPMENT, FACILITIES AND SERVICES TO BE PROVIDED BY THE CLIENT

The Client will ensure an integrated approach to the implementation of the Slovak resources so that all Services activities, including planning, engineering, construction and licensing are optimised and at all times integrated with the overall Bohunice V1 NPP decommissioning process. The Client is responsible for ensuring that these Slovak resources will be implemented to meet the requirements in respect of scope and quality, time schedule and cost.

The Client shall provide services and/or a working infrastructure to the PMU Consultant in order to facilitate fulfilling of the Consultant obligations specified in Appendix A. These resources shall include:

- All municipal and other permits and licenses necessary for the commencement of the implementation of the Contract.
- Provisions of information and documentation on all technical and commercial data, documentation, drawings etc. that could be relevant for the Services and establishment of adequate and optimised interfaces to other departments of Bohunice V1 NPP and as requested by the Consultant where necessary for the execution of the Project. Any use of these data and documentation by the Consultant shall be subject to strict confidentiality rules in accordance with the terms of Contract.
- Suitable office accommodation for the Consultant at Bohunice V1 NPP site up to 100 sq metres, depending on the scope of the Services, and in good decorative order and suitable furnished (and any such as is reasonable required for the scope of the relevant Services) and with the following services:
 - Heat, light and power at no cost to the Consultant,
 - International telephone lines for telephone, fax, and e-mail connections. The cost of all telephone calls shall be met by the Consultant,
 - Permission for reasonable use by the Consultant of other facilities out of PMU Bohunice V1 NPP site, e.g. meeting rooms, by agreement with the Client's management.
 - Connection of PMU Consultants PC's to the Client's network, provision of maintenance and usage of the Clients's applications.
- Access to Bohunice V1 NPP controlled site, including required facilities for washing and changing of clothes, toilets etc.
- Full and unrestricted access to the Client's health and safety facilities, including dosimeters, industrial safety, first aid, ambulance and emergency services at no cost to the Consultant; performance of all health and safety supervisory activities and related consultations for all Services participants.
- Access to the Client's canteen at the Bohunice V1 NPP site.
- Consultant's reasonable requirements for truck parking, car parking and storage (the location of which shall be agreed with the Client's management) at the Bohunice V1 NPP site at no cost to the Consultant
- Site for the facilities of the Services, by agreement with the Client's management
- Utilities
The Client shall allow the Consultant to utilise those utility services (electrical power, water, etc.) indicated in the Tender Document.
- Personnel
The Client shall provide operations and maintenance personnel to attend the Consultant's training, who

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will then be able for operating and maintaining the Services facilities as directed by the Consultant during testing operations.

- Operations and maintenance
The Client shall operate the Services Facilities following operational acceptance.
- Permission and licensing
The Client will obtain the required permits and licenses for the Services from the regulatory authorities, with support from the Consultant.

Based on the Consultant's request, the Client shall provide, or co-ordinate under its responsibility the provision of the following services for the Consultant and its Key Personnel at no cost (up to the maximum amount of 30 000 Euro as part of the Slovak Resources to be made available in accordance with Section 1(d) of the Framework Agreement (<http://www.javys.sk/en/index.php?page=vyradovanie-jadrovoenergeticky-ch-zariadeni/v1-npp-decommissioning-documents>):

Slovak Resources	If requested		Unit of measure	Consultant's estimate
	YES	NO		
Office accommodation at Bohunice V1 NPP site not more than 100 sq metres (including heat, light and power)	X		Sq metres	100
Consultant's reasonable requirements for parking space at Bohunice V1 NPP site	X		Sq metres	100
Consultant's reasonable requirements for storage space at Bohunice V1 NPP site	X		Sq metres	10
Domestic and International telephone lines for telephone, fax, and e-mail connections (cost of telephone calls not included)	X		Piece	10
Provisions of information and documentation on all technical and commercial data, documentation, drawings etc. relevant for the Services.	X		Man-hour	To be later defined through Input Data process
Access to Bohunice V1 NPP (issuance of identification card)	X		Piece	15
Access to Bohunice V1 NPP controlled site, including required facilities for washing and changing of clothes, toilets, etc.	X		Man-day	To be later defined

NOTE:

The Consultant's request for Slovak resources is indicated by X in the column for YES or X in the column for NO.

All Slovak Resources requested by the Consultant are subject to the Client's approval in writing as the Consultant's estimation is only indicative and may be exceeded if approved by the Client.

The services and facilities shall be requested by the Consultant in writing using the sample forms set in Figure 1.

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2. QUALITY ASSURANCE

The Consultant shall comply with the Client´s ISM documentation applicable for the Services, (describing process such as management of technical documentation and technical records on PMU, organization rules of Consultant, management of PMU meetings, schedules of BIDSF Projects, management of interfaces, procurement manual of BIDSF Projects, tender evaluation process of BIDSF Projects, invoicing of the Consultant, management of BIDSF Projects, management of Input Data) namely:

JAVYS/14/ZSM-VZ	Decommissioning of V1 nuclear facility
JAVYS/14/SM-VZ-01	Management of technical documentation and technical records on PMU BIDSF
JAVYS/14/SM-VZ-02	Organization rules of PMU Consultant
JAVYS/14/SM-VZ-03	Management of PMU meetings
JAVYS/14/SM-VZ-04	Schedules of BIDSF projects
JAVYS/14/SM-VZ-05	Management of interfaces on PMU
JAVYS/14/SM-VZ-06	Procurement manual of BIDSF projects
JAVYS/14/NA-VZ-06-01	Tender evaluation report of BIDSF projects
JAVYS/14/SM-VZ-07	PMU Consultant invoicing and PMU cost disbursement
JAVYS/14/SM-VZ-09	Management of BIDSF projects
JAVYS/14/SM-VZ-10	Management of input data

3. SAFETY AND TECHNICAL CONDITIONS

SAFETY AND TECHNICAL CONDITIONS

OF

Jadrová a vyjadrovacia spoločnosť, a. s., Bratislava

(HEREINAFTER „SAFETY AND TECHNICAL CONDITIONS“)

1. INTRODUCTION

In order to ensure nuclear safety, radiation protection and physical protection of nuclear facilities, nuclear materials and radioactive wastes with an objective to prevent unauthorized activities with nuclear facilities, nuclear materials or radioactive wastes, in particular to prevent their abuse or malicious damage, endangering of the environment, health and life of Client´s personnel, Consultants' Personnel and population, as well as damage to the property, each Consultant shall be obliged to accept and follow these **Safety and Technical Conditions** that enforce meeting the requirements of statutory standards of the Slovak Republic and related JAVYS, SE-EMO, SE-EBO internal regulations.

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2. DEFINITIONS

- 2.1 JAVYS and SE-EBO SITE** – a fenced, guarded area owned by the Client and Slovenské elektrárne, a.s., in which nuclear power plants V1, V2 and A1 and RAW processing facilities in Jaslovské Bohunice are located; the access of persons and vehicles to the area is allowed only through control standpoints guarded by the security service personnel.
- 2.2 CONSULTANT** – a legal entity or a natural person whom a Contract for delivery of Services of a to-be-procured subject was awarded to.
- 2.3 CLIENT** – Jadrová a vyradovacia spoločnosť, a.s. (JAVYS) with its registered office at Tomášikova 22, 821 02 Bratislava, the Slovak Republic,
- 2.4 CONSULTANT'S COMPETENCE** - a collection of authorisations, certificates and other documents proving Consultant's capability to fulfil these **Safety and Technical Conditions**.
- 2.5 RELIABILITY AND INTEGRITY OF PERSONS** – a reliable and integrious person is not considered to be he/she who:
- has been lawfully convicted for a premeditated criminal offence or a negligent criminal offence if such a conviction has not been obliterated,
 - provably abuses alcoholic drinks,
 - abuses drugs, psychotropic or other chemical substances whose consumption may result in addiction,
 - was, in the past three years, sanctioned for gross violation of physical protection measures and his/her identification card authorising him/her to access the SE-EBO, SE-EMO and JAVYS sites was withdrawn.
- 2.6 SAFETY AND TECHNICAL CONDITIONS** – Consultant's capabilities and a collection of requirements and conditions to be fulfilled by the Consultant when delivering goods or services or performing works for the Client and sanctions for their violation that are to be accepted by the Consultant.
- 2.7 CONTROLLED AREA** - workplace premises with sources of ionising radiation in which special protective measures are to be observed, including controlled access.
- 2.8 GENERAL COMPETENCE OF AN EMPLOYEE** - knowledge of internal security regulations to be observed by third persons staying and performing activities in JAVYS. **CERTIFICATE OF EMPLOYEE'S PROFESSIONAL COMPETENCE** – a document issued by a trainer (a relevant Client's department or VUJE a.s.) certifying that third persons (Consultant's Personnel) have completed a training; it proves general competence in the extent required by the Guideline JAVYS/14/NA-RZ-01-03. Training on occupational safety and health protection, fire protection, physical protection, quality management system, emergency operational procedures, environmental management system and radiation protection for employees, sub-consultants and cooperating persons (Training of Consultants' Personnel).
- 2.9 EMPLOYEE'S OCCUPATIONAL HEALTH COMPETENCE** - level of the health condition of a Consultant's employee, required for the performance of certain activity/work, as verified and

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certified by an authorised body. Health working conditions are set forth by an obligatory type of a medical check.

2.10 ASSESSMENT OF AN EMPLOYEE'S OCCUPATIONAL HEALTH COMPETENCE - evidence confirming Consultant's employee health competence to perform a particular activity. The Consultant is obliged to store assessments of employees' health occupational aptitude for those employees who perform hazardous work (in category 3 or 4), for 20 years of the completion of works.

2.11 EMPLOYEE'S OCCUPATIONAL PSYCHOLOGICAL COMPETENCE – employee's competence to cope with demands of work and to fulfil tasks, which the work requires, under both normal and abnormal conditions and operating states, without any adverse effects on the employee's mental condition. The outcome of the examination of the employee's mental competence is a psychological assessment (a record of his/her psychological examination, a certificate of his/her mental working competence or a report of his/her psychological examination) obtained as a result of comparing the person's capabilities, personality characteristics and condition of his/her neuropsychological processes with requirements imposed upon the person by the profession he/she is supposed to practice.

2.12 CERTIFICATE OF EMPLOYEE'S MENTAL COMPETENCE - a document issued by the Client's psychological workplace confirming mental competence of a Consultant's employee.

2.13 IDENTIFICATION CARD - a card issued by SE-EBO or Client authorising its holder to enter the JAVYS or SE-EBO site and provided with necessary identification elements enabling the holder to be visually controlled and allowing him/her to operate the automatic check-point. The identification card is unassignable and issued for a particular person only. The identification card is the property of SE-EBO or JAVYS. Every person moving on site is obligatory to visibly wear the card.

3. LIABILITY FOR COMPETENCE VERIFICATION

It is the Client that shall be liable for verification of Consultant's competence.

On the basis of the Consultant's competence verification, the Client shall grant authorisation to enter or drive in the guarded, the protected or the inner area.

The verification of competence applies to all persons who enter the Client's site. The verification of employee's reliability and integrity shall be ensured by the Consultant according to the regulations of the company and Item 2.5 of the present **Safety and Technical Conditions**.

The Consultant shall be liable also for verification of integrity of its Consultant's (i.e. Sub-Consultant's) Personnel.

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4. LIABILITY FOR INSTRUCTION ON COMPETENCE

- a) The Consultant who sends its Personnel for work to the Client´s premises shall be liable for instructing them on documents that regulate SE-EBO, SE-EMO and JAVYS regime protection.
- b) The regime protection is addressed in the following documents:

JAVYS/14/SM-FO-01 Režimové opatrenia fyzickej ochrany (Regime measures of area protection);

JAVYS/14/SM-FO-02 Prenos a prevoz materiálu a vecí cez vrátnice (Transfer and transport of material and objects through gates)

5. CONSULTANT'S RIGHTS AND DUTIES

The work to be performed under the Contract may only be entrusted to Personnel that are fit and professionally qualified, integrious and, in case of entering the protected area, also mentally competent.

Before starting the works, the Consultant shall submit to the Client its authorisation to perform activities and relevant certificates, abstracts from the criminal record registry, and documents proving psychological examination of its Personnel. The Client reserves the right to assess if the submitted abstracts from the criminal record registry meet the requirements for the criminal integrity. Any change, even a temporary one, shall be reported to the Client.

The Consultant shall be obliged to complete training for works that are to be performed in the nuclear facility in accordance with Guideline JAVYS/14/NA-RZ-01-03 "Školenia o BOZP, OPP, FO, SMK, HPP, EMS a RO pre zamestnancov, dodávateľov a spolupracujúce osoby" (Training on occupational safety and health protection, fire protection, physical protection, quality management system, emergency operational procedures, environmental management system and radiation protection for employees, Sub-Consultants and cooperating persons). After successful completion, the Consultant shall obtain a certificate documenting its general competence for access to, and performance of activities in the JAVYS site; the Consultant shall submit the certificate to the Client before starting the works. Consultant's failure to do so may be a reason for withdrawal from the Contract.

The Consultant shall ensure participation of Consultant's Personnel in an extra training on the day specified by the Client.

The Consultant shall observe principles and perform duties established in internal documents PP A-05/A-1, TSU RAO, MSVP "Vnútorý havarijný plán A-1, TSÚ RAO, MSVP" (On-site Emergency Plan of the A-1 NPP, RAW Treatment and Conditioning Facilities and ISFS Facility) and 5-PLN-013 "Vnútorý havarijný plán JZ V-1" (On-site Emergency Plan of the nuclear facility V1). In case of any event at any nuclear facility during work performance, the Consultant shall be obliged to follow instructions of the Emergency Board.

Consultant's Personnel shall be obliged to respect safety labels and symbols used to identify warnings, instructions, prohibitions as well as security states.

At latest during the building site is Consultant obligatory to submit permission of trained managers for works. Permission is necessary for the work performance and integrating into ARSOZ database JAVYS, or SE EBO, SE EMO and by that possibility to issue the safety order.

Consultant is obligatory to follow directives and internal procedures valid in JAVYS., or in SE EBO, SE EMO. He is also obligatory to follow valid acts, regulations, governmental decrees, STN connected to the work implementation.

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6. DOCUMENTING THE COMPETENCE OF THE CONSULTANT AND CONSULTANT'S PERSONNEL

a) When arranging access permissions, the Consultant shall submit:

- an application for issue of a temporary identification card,
- a certificate of employee's competence (to be issued by the Client's Human Resources Department or VUJE Trnava a.s.) depending on the character of the works and the workplace where the works are to be performed,
- a certificate of mental competence for Consultant's employee supposed to perform works within the JAVYS inner area,
- a clean abstract from the criminal record registry (not older than 3 months),
- personal data necessary to arrange access permissions as well as for work performance in the JAVYS site.

b) In connection with performance of the activities which are subject to this Contract, the Consultant shall allow an inspection/check to be performed by regulatory authorities in all Consultant's premises and facilities.

The Consultant shall allow audits of the Consultant's Quality System to be performed by an auditor entrusted with this activity by the Client.

The Consultant shall be obliged to train its Personnel and its Sub-Consultant's Personnel involved in works for the Client on the enactments below (acts, decrees, governmental decrees, directives, etc.).

Labour Code 311/2001 Coll. and related legal regulations

Act 124/2006 Coll. on occupational safety and health

Act 355/2007 Coll. on protection, support and development of public health

Governmental Decree No. 345/2006 Coll. on minimum safety standards applicable to health protection of employees and population from ionizing radiation

Governmental Decree No. 346/2006 Coll. on standards ensuring radiation protection of external employees exposed to the risk of ionizing radiation during their activities in the controlled area

Governmental Decree 396/2006 Coll. on minimum safety and health standards applicable to a building site

Governmental Decree 395/2006 Coll. on minimum requirements for provision and use of personal protective means

Governmental Decree 391/2006 Coll. on minimum safety and health standards applicable to the workplace

Governmental Decree 392/2006 Coll. on minimum safety and health standards applicable to the use of working means

Governmental Decree 276/2006 Coll. on minimum safety and health standards applicable to work with display devices

Governmental Decree 387/2006 Coll. on requirements for provision of labelling with symbols and signals to ensure occupational safety and health

Governmental Decree 281/2006 Coll. on minimum safety and health standards applicable to manual handling with loads

Governmental Decree 253/2006 Coll. on personnel protection against risks of exposure to asbestos at work

Governmental Decree 355/2006 Coll. on personnel protection against risks of exposure to chemical factors at work

Governmental Decree 356/2006 Coll. on personnel health protection against risks of exposure to carcinogenic and mutagenic factors

Governmental Decree 338/2006 Coll. on personnel health protection against risks of exposure to biological factors at work

Regulation of Ministry of Labour, Social Affairs and Family of the Slovak Republic

no. 508/2009 Coll., which lays down particulars for assurance of health and safety at work with pressure, lifting, electrical and gaseous equipment and by which is stated technical equipment considered as selected technical equipment

Decree SÚBP no. 59/1982 Coll. – on basic requirements for occupational safety ensuring and technological facilities

SUBP and SBU⁶ Decree 374/1990 Coll. on occupational safety and safety of technical equipment at building works

Act 314/2001 Coll. on fire protection, as amended

MZ SR Decree 545/2007 Coll. that lays down details on the requirements for ensuring radiation safety in the activities leading to irradiation and activities important from the viewpoint of radiation protection.

MV SR Decree 121/2002 on fire prevention

MV SR Decree 96/2004 Coll. that lays down principles of fire safety at handling and storing flammable liquids, heavy fuel oils and vegetable and animal fats and oils

MV SR Decree 94/2004 Coll. that lays down technical requirements for fire safety at building development and use of buildings

MV SR Decree 401/2007 Coll. on technical conditions of, and requirements for fire safety at installation and operation of fuel consumers, electrical consumers and central heating devices and at erection and use of stacks and flue gas ducts and on the periods for their cleaning and conducting inspections

MV SR Decree 124/2000 Coll. that lays down principles of fire safety at activities with flammable gases and burning-supporting gases

MV SR Decree no. 628/2002 Coll., by which certain provisions of the Act no. 395/2002 Coll. on Archives and Registries as amended are executed

Act 215/2004 Coll. on protection of classified matters

Act 364/2004 Coll. on waters (Water Act)

Act 223/2001 Coll. on wastes

Act 137/2010 Coll. on air

Act 261/2002 Coll. on preventing grave industrial accidents

Act 543/2002 Coll. on environmental and land protection

Act No. 67/2010 Coll. on conditions of chemical substances and chemical mixtures marketing (Chemical Act)

PNE 38 08 00 Safety Regulations for Energy Industry

Manual JAVYS/14/PISM Príručka integrovaného systému manažérstva (Manual for Integrated management system)

Fundamental directive JAVYS/14/ZSM-BP- Bezpečnosť a ochrana zdravia pri práci (Occupational Safety and Health)

Fundamental Directive JAVYS/14/ZSM-OP – Požiarňny štatút JAVYS, a.s. (Fire Protection Statute of JAVYS, a.s.)

Directive JAVYS/14/SM-BP-01 – Poskytovanie osobných ochranných pracovných prostriedkov a hygienických potrieb (Provision of Personal Protective Working Equipment and Hygienic Supplies)

Directive JAVYS/14/SM-BP-02 – Hlásenie, evidencia, registrácia a odškodňovanie pracovných úrazov (Reporting, Evidence, Registration and Compensation of Occupational Accidents).

⁶ Slovak Mining Authority

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JAVYS/14/SM-FO-01 Režimové opatrenia fyzickej ochrany (Physical Protection Measures)

JAVYS/14/SM-FO-02 Prenos a prevoz materiálu a vecí cez vrátnice (Transfer and transport of material and objects through gates)

Directive JAVYS/14/SM-FO-03 – Protection of keys

Directive JAVYS/14/SM-OP-01 – Ochrana pred požiarimi (Fire Protection)

Directive JAVYS/14/SM-PR-04 Organizácia bezpečnej práce (Organisation of Safe Work)

Fundamental Directive JAVYS/14/ZSM – Ochrana životného prostredia (Environmental protection)

Directive JAVYS/14/SM-ŽP-04 Vodné hospodárstvo (Water Management)

Directive JAVYS/14/SM-ŽP-05 Odpadové hospodárstvo (Waste Management)

Directive JAVYS/14/SM-ŽP-06 Ochrana ovzdušia (Air Protection)

Directive JAVYS/14/ZSM-NE – Incompliances management, corrective and preventive activity

Directive JAVYS/14/SM-NE-01 – Reporting and solving of operational events

Directive JAVYS/14/SM-NE-02 – Reporting and solving of operational events without consequences

Guideline JAVYS/14/NA-ŽP-04-01 – Chemical substances and chemical mixtures

Guideline JAVYS/14/NA-SL-01-02 Dopravno-prevádzkový poriadok (Traffic Operations Order)

Guideline JAVYS/14/NA-BP-01-01- Zásady používania ochranných prilieb (Principles for Use of Safety Helmets)

Guidance JAVYS/14/NA-RZ-01-03 – Training on occupational safety and health protection, fire protection, physical protection, quality management system, emergency operational procedures, environmental management system and radiation protection for employees, Sub-Consultants and cooperating persons

Procedure A-05/A-1, TSU RAO, MSVP – Vnútroňý havarijný plán A-1, TSÚ RAO, MSVP (On-site Emergency Plan of the A-1 NPP, RAW Treatment and Conditioning Facilities and ISFS Facility)

Procedure 5-PLN-013 – Vnútroňý havarijný plán JZ V-1 (On-site Emergency Plan for V1 nuclear facility)

Procedure 8-PLN-001 – Plán zdravotníckych opatrení JAVYS (Plan of Health Measures JAVYS)

8-PLN-010 – Plán havarijných opatrení proti znečisteniu povrchových a podzemných vôd v JAVYS, a.s. (Plan of Emergency Measures to Prevent Surface Water and Groundwater Pollution in JAVYS, a.s.)

Instruction 8-INS-004 – Collective yard of non-active waste (building no. 36)

The training shall be recorded by the Consultant in a relevant log (see Item 9) stating the list of all acts, decrees, governmental decrees and JAVYS ISM documentation addressed in the training, a list of trainees and their signatures confirming that they have been trained and have understood the training.

Note: For the purpose of these Safety and technical conditions, all the enactments set out therein (acts, decrees, governmental decrees, procedures...), if amended, are always understood in their current wording – i.e. as amended.

JAVYS internal documents for training shall be provided by the Client.

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7. OCCUPATIONAL SAFETY AND HEALTH, FIRE PROTECTION

- In the field of occupational safety and health and fire protection, the Consultant shall ensure adherence to statutory provisions, generally binding legal regulations and internal regulations issued by the Client that the Consultant has been provably familiarised with.
- The Consultant shall perform the activities under this Contract solely based on work orders (PPr) and the Client's safety orders issued with them.

The Consultant is obliged to observe the safety conditions of contractual performance set forth in the following safety orders:

- R-order – for contractual performance in the environment with increased danger of obtaining doses from the ionizing environment.
- A-order – for contractual performance affecting AKOBOJE (automatic nuclear power plant protection and security checking) systems
- Z-order – an order for tagging out machinery equipment for safe contractual performance
- B-order – for contractual performance on electrical equipment and in its vicinity
- PO– authorisation for contractual performance with increased danger of fire and contractual performance with open fire (grinding, cutting, welding) issued following Decree 121/2002 Coll. on fire prevention.
- M-order – for contractual performance authorising to carry out unplanned and non-standard handling of operational equipment.

Safety orders set out in this item are issued by the Client within the system of preparation of the workplace's equipment for safe performance of contractual performance. The Consultant is not allowed to commence contractual performance without the above safety documents and without the awareness of the authorized Client's employee.

- Compliance with obligations resulting from Items 6a) and 6b) may be inspected by the Client's employees acting in the following positions:

director of a division,
 operation engineer – head of a shift (division 2000 and 5000)
 head of a department,
 engineering supervisor,
 foreman,
 technologist,
 authorised employees of the Environmental Protection and Waste Management Department,
 security service and fire protection engineer,
 authorised employees of the Radiation Protection Department,
 and employees of the security service for the specified scope of Consultant's Personnel control.

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- d) The Consultant that has provably taken over a workplace in JAVYS shall employ an authorised fire protection engineer having a valid certificate of professional qualification in accordance with Decree 121/2002 Coll. who will perform tasks of the fire protection for the Consultant in the taken-over premises in the JAVYS site in accordance with Act 314/2001 Coll. on fire protection, unless agreed otherwise.

This task may be performed by a professional company under a Contract for work provided that the company observes the principles of impartiality and the conditions mentioned in the first paragraph.

If the Consultant intends to locate its technological devices or building structures (UNIMO structures and the like) in the JAVYS site, the Consultant shall be obliged to apply to the Protection Section (6220) to provide their statement. The a Contract on location of the aforementioned devices and structures shall define the way the fire protection in these structures is to be provided (e.g. performance of, and intervals between the preventive fire protection inspections, inspections of fire extinguishers, and connection to the utility services, etc).

- e) Each Consultant mentioned under Item "d" shall send to the Client a certificate of professional qualification of its fire protection engineer who will perform fire protection tasks in the JAVYS premises. The Client shall send a copy of the certificate to Section 6220.
- f) The Consultant shall be obliged to follow the procedures and principles of occupational safety and health and fire protection; the Client shall be obliged to provably familiarise the Consultant with the relevant regulations and principles at workplace hand-over/take-over as well as with the principles of co-ordination in relation to the activity to be performed in the premises (getting familiar with prohibitions, safe premises, special regime, etc.).
- g) The Consultant shall call the Clients attention to the risks to the occupational safety and health and fire protection resulting from the activities that are to be performed by the Consultant in the Client's premises.
- h) The Consultant's Contract shall include also a written agreement specifying who (the Client or the Consultant) shall be responsible for provision of conditions in accordance with the occupational safety and health principles in shared workplaces and in what scope (§18 Section 1 of Act 124/2006 Coll.).
- i) In the provably taken-over workplace, it is the Consultant that shall be fully responsible for observance of the occupational safety and health and fire protection procedures.
- j) The Consultant shall be responsible for the qualification and health fitness of its Personnel.
- k) The Consultant shall be obliged to observe its liability to notify relevant state administration authorities of extraordinary events (injuries, accidents, fire, etc.); the Consultant shall immediately notify of such events also the Client – Protection Section (6220) to enable an impartial investigation.
- l) Consultant's Personnel shall respect the safety labels and symbols designed to identify warnings, instructions as well as security status.

IN CASE OF FIRE CALL!

Plant fire brigade	2222, 3344
Police	3333
Emergency health service	2570, 2560
V1 operation engineer - shift engineer	2010, 2013, 0910 834 450

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Operation engineer – head of a shift

(division 2000 and 5000)

6666, 6677, 0910 834 350

Specialist of Security Service and Fire Protection Section 3471

Occupational injuries shall be reported to Section 6220, tel. 2159, 6615.

- m) The Consultant shall be obliged to ensure observance by its Personnel of the restriction of consumption of alcoholic drinks and other drugs within the JAVYS site.
- n) If its Personnel are changed (the number is increased, groups are exchanged, etc.), the Consultant shall be obliged to instruct the Personnel in the extent the Consultant has been instructed by the Client at the workplace hand-over/take-over; the same Consultant's liability applies also to its Sub-Consultants' Personnel. The Consultant shall be fully responsible for observing the occupational safety and health and fire protection principles at works performed by these Personnel.
- o) A relevant Client's department shall briefly instruct the representative of the Consultant at the site in occupational safety and health protection following procedure JAVYS/14/SM-PR-04 "Organisation of safe work – Appendix H".
- p) The briefing according to Item "o" shall be performed with regard to the character of works to be performed by the Consultant in the JAVYS premises according to the recommended example (see Appendix 1 to the present **Safety and Technical Conditions**).
- q) The Consultant shall continuously ensure maintaining cleanness and neatness at workplaces.
- r) The Consultant shall ensure the use of safety helmets and prescribed protective equipment by Consultant's Personnel in the specified premises and at specified activities according to the Guideline JAVYS/14/NA-BP-01-01 – Používanie ochranných prilieb (Use of Safety Helmets).
- s) The Consultant shall ensure that Consultant's Personnel should only stay at the workplace where the works are performed and services provided by them for the Client under the Contract.

8. ENVIRONMENTAL PROTECTION AND ENVIRONMENTAL MANAGEMENT SYSTEM

The Consultant shall be obliged:

- a) to meet the Client's requirements for environmental protection arising from the environmental management system, i.e. **to perform** works and activities with impacts on the environment in accordance with the requirements of legal regulations and internal Client's documents referred to in Item 5b) of the present Safety and Technical Conditions that the Consultant has been provably familiarised with before starting the works under the Contract.
- b) to observe legal regulations valid in the area of waste economy water protection and air protection and handling with chemical substances and mixtures and generally binding legal regulations on environmental protection and **to prevent** pollution of, and damage to the environment.

If, when performing activities, the Consultant fails to meet obligations established by legal regulations for the environmental protection and causes material damage to the Client, the Consultant shall be obliged to **compensate** for the damage. If, as a result of the aforementioned Consultant's failure to meet the obligations in the field of the environmental protection, financial sanctions are imposed by a competent state administration authority, the Consultant shall be obliged to **reimburse** the sanctions.

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- c) before starting the Contract performance, **identify** major impacts on the environment that result or may result from Consultant's activities. The identified impacts shall be appended to the Contract by the Consultant. Appendix 3 "List of Environmental Impacts" shall form an integral part of the Contract.
- d) before starting the Contract performance, get familiarised with the Client's environmental policy and with principles of exercising the Client's environmental management system within the training of third persons (JAVYS/14/PISM, JAVYS/14/ZSM-ŽP).

The Client's representative shall make a record on the training and the Consultant's Personnel who have taken a part in the training shall add their signatures. An example of the record can be found in Appendix 2 to these Safety and Technical Conditions.

e) **to observe:**

- the waste management procedures in accordance with Act 223/2001 Coll. on wastes and Directive JAVYS/14/SM-ŽP-05 Odpadové hospodárstvo "Waste Management",
 - the water management procedures in accordance with Act 364/2004 Coll. on waters and internal document 8-PLN-010 Plán havarijných opatrení proti znečisteniu povrchových a podzemných vôd v JAVYS, a.s. (Plan of Emergency Measures to Prevent Surface Water and Groundwater Pollution in JAVYS, a.s.).
- f) Before Works commencement, **submit** to the Client the list of chemical substances and mixtures, which shall be used within his activities, and to used chemicals **submit** the last version of the Card of Safety Data according to Act No. 67/2010 Coll. on conditions of introduction of the chemical substances and chemical preparations to the market (chemicals are cleaning and laundry agents, pesticide, preparation for disinfection, disinfection and disinfestation, decreasing agents, coatings etc.)
- g) Each delivery of chemical substances or chemical mixtures shall be performed in accordance with Act no. 67/2010 Coll., i.e. information on packing shall be in Slovak (§3 a §4) and to each delivery of chemical substances or chemical mixtures shall be attached actual Card of Safety Data in Slovak (§6). Card of Safety Data shall be provided in hard copy and electronic form (electronically sent to the Client as min. 1 day ahead the delivery). Otherwise, the delivery is considered incomplete and will not be accepted by the Client
- h) **to handle** hazardous substances (oils and oil products, chemicals, etc.) in accordance with requirements of Act 364/2004 Coll. on waters on dedicated areas so as to prevent endangering and pollution of waters.
- i) **to prevent** extraordinary deterioration and endangering the quality of water or related land and, in case it happens, **to notify the on-site fire brigade (ext. 2222)** and then Client immediately.
- j) **to prevent** waste generation and **to reduce** its production.
- k) if, in connection with the Contract performance, waste generation is anticipated, **to classify** the waste according to Decree 284/2001 Coll. that lays down the Catalogue of Wastes and **to submit** the classification in writing or in electronic format to the Client's waste management engineer within ten (10) days after the waste generation.
- l) **to collect** wastes classified according to waste types and **to protect** them against degradation or another undesirable release, **to collect** separately dangerous wastes according to waste types and **to identify** them as required.
- m) if the Contract includes also Consultant's liability of waste reuse/recycle or disposal, **to submit** to the Client, according to Act 223/2001 Coll. on waste a copy of Consultant's authorisation for reuse/recycle or disposal of wastes or a copy of such an authorisation of another company that will perform these activities for the Consultant. In case of dangerous waste transportation from JAVYS to the place of its

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reuse/recycle or disposal, **to submit** a copy of a valid permission for dangerous waste transportation of the concerned transport operator.

n) waste that can be sold (the list thereof constitutes part of the present article) produced by the Consultant's activity on JAVYS equipment and structures being prior to their production part of technological or construction equipment may be disposed of exclusively by means of Client's waste management system:

- 12 01 19 – machine oil biologically easily decomposable
- 13 01 11 – synthetic hydraulic oils
- 13 01 12 – biologically easily decomposable oils
- 13 01 13 – other hydraulic oils
- 13 02 05 – non-chlorised mineral motor, gear and lubricating oils
- 13 02 06 – synthetic motor, gear and mineral oils
- 13 02 07 – biologically easily decomposable synthetic motor, gear and lubricating oils
- 13 02 08 – other motor, gear and lubricating oils
- 13 03 08 – synthetic isolating and cooling oils
- 13 03 09 – biologically easily decomposable isolating and cooling oils
- 13 03 10 – other isolating and cooling oils
- 13 07 01 – furnace oils and diesel fuel
- 13 07 02 – petrol
- 13 07 03 – other fuels (mixtures included)
- 15 01 01 – corrugated cardboard, assorted paper
- 15 01 02 – plastic PET packages
- 17 04 01 – copper, bronze, brass
- 17 04 02 – aluminium
- 17 04 03 – lead
- 17 04 05 – stainless steel
- 17 04 07 – ferrous scrap – class D12 heavy assorted ferrous scrap – class D16 light ferrous scrap
- 17 04 01 – copper and aluminium cables

o) **to manage** wastes generated by Consultant's own activities from materials and raw materials delivered to the JAVYS site (as a waste producer) in accordance with valid legal regulations applicable to wastes and **to accept** consequences for its failure to meet the requirements of Act 223/2001 Coll. on waste and its executive regulations:

- Decree 283/2001 Coll. on implementation of some provisions of the Waste Act,
- Decree 284/2001 Coll. that lays down the Catalogue of Wastes.

The Consultant shall notify the relevant JAVYS inspection and the waste management engineer of the production of wastes resulting from Consultant's own activities.

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- p) as a waste producer, **to dispose** of all wastes at Consultant's own expenses
- q) within the scope of workplace hand-over/take-over, **to provide** the Client's waste management engineer with documents proving that the wastes generated by Consultant's own activities have been removed from the JAVYS site or disposed of. A record on the equipment/workplace hand-over/take-over shall be made
- r) **to use** for Consultant's activities only substances that do not endanger the ozone layer. Volatile substances may only be used based on Client's approval

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s) **to operate** and **maintain** used mechanisms, equipment and machinery in such technical conditions to prevent damage to the environment. If shortcomings are disclosed in this field, the Client may suspend their operation or expel them from the site

9. EMERGENCY PREPAREDNESS

- a) As to emergency preparedness, the Consultant shall be obliged to ensure observance of laws, generally binding legal regulations and Client's internal regulations that the Consultant has probably been familiarised with.
- b) The Consultant shall ensure participation of Consultant's Personnel who will perform activities under the Contract in the SE-EBO site in the initial training and retraining on the emergency preparedness. The Consultant shall also ensure participation of Consultant's Personnel in the site emergency drills in the SE-EBO site.

10. PHYSICAL PROTECTION

- a) In accordance with Act 541/2004 Coll. on peaceful use of nuclear energy (Atomic Energy Act), natural persons that, with the Operator's permission, stay in a nuclear facility or legal persons that perform activities related to the operation of the nuclear facility shall be obliged to meet the requirements of physical protection of nuclear facilities specified by the Operator and to fulfil resultant obligations.
- b) The Consultant shall undertake to meet the requirements of physical protection, including requirements for permitting entries for persons and vehicles to JAVYS and to meet resultant obligations; in case of failure to meet the requirements or in case of breaching the obligations of physical protection, the Client may apply sanctions for the failure.
- c) The Consultant shall submit to the Client, no less than 2 working days before starting the works, an application for granting entry permissions for Consultant's Personnel and Consultant's vehicles to the JAVYS site. If relevant conditions are met, the Client shall ensure issue of entry permissions.
- d) The Consultant shall be responsible for theft or attempted theft of a thing from the Client's property in the JAVYS site by Consultant's Personnel as well as by third persons.
- e) The Consultant shall be responsible for adherence to the prohibition of alcohol or other drugs consumption by Consultant's Personnel before starting the works and during the works in the JAVYS site and at JAVYS detached workplaces.
- f) The Client or the entity performing physical protection of Client's premises may perform alcohol consumption tests of Consultant's Personnel when accessing, being at or leaving the workplace. To enable the test, the Consultant shall allow the Client to access the taken-over workplace.
- g) The Consultant shall be responsible for unauthorised dismantling of, or adjustment to, or manipulation with process equipment performed wilfully by a Consultant's employee or by a Consultant's employee by order of his/her superior or Consultant's management.
- h) The Consultant shall undertake to observe the prohibition of bringing in things and items into the guarded JAVYS premises. It is prohibited to bring in without permission:

weapons, ammunition, explosives, booby-trap explosive systems

alcohol, drugs and psychotropic substances

cameras and movie cameras

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computers or their components, electronic devices

audio or video devices, radio sets and EHV receivers, including mobile telephones with built-in cameras

- i) The driver of a motor vehicle shall be responsible for things in the motor vehicle he drives in the guarded JAVYS premises.
- j) The Consultant shall be responsible for violation of special physical protection measures in the guarded premises and in the JAVYS protected area such as:
 - no entry and prohibition of any works in the AKOBOJE exclusion area without an "A Order";
 - prohibition of unauthorised manipulations with the AKOBOJE system equipment, manipulations with materials across the AKOBOJE fence and initiation of alarms;
 - obedience to instructions of security service personnel;
 - simple (i.e. unarmed) battery of security service personnel.
- k) The Consultant shall be responsible for incorrect parking, failure to respect road signs and vehicle movement principles in accordance with rules specified in Act 8/2009 Coll. on traffic on land communications and on amendments and supplements to certain acts, as amended. These principles apply to all access roads owned or administered by the Client, places where shuttle transport buses and contracted or public transport buses turn round and guarded JAVYS premises as well as to blocking the access for emergency vehicles.
- l) The Consultant shall be responsible that Consultant's Personnel will not allow access to the guarded JAVYS premises or protected area to third persons by giving them his/her own identification card or another card with a photograph.
- m) The Consultant entering JAVYS site with chemical substances or chemical mixture shall have attached to this chemical also Card of Safety Data pursuant § 6 of Act no. 67/2010 Coll.

11. RADIATION PROTECTION

The Consultant's employees may perform works in JAVYS controlled areas after meeting professional and health competency conditions, getting familiarized with the following directives which they are obliged to comply with

JAVYS/14/ZSM-RO Radiačná ochrana (Radiation protection)

JAVYS/14/SM-RO-01 Pravidlá radiačnej ochrany (Rules of radiation protection)

JAVYS/14/SM-RO-02 Uplatňovanie princípu ALARA (Implementation of ALARA principle)

JAVYS/14/SM-RO-03 Jednorazové povolenie vstupu do KP (Single permission into CA)

JAVYS/14/SM-RO-04 Povoľovanie a výkon prác na R-príkaz (Permission and performance of works on R-order)

JAVYS/14/SM-RO-05 Monitorovanie vonkajšieho ožiarenia osôb (Monitoring of external exposure of persons)

JAVYS/14/SM-RO-06 Monitorovanie vnútorného ožiarenia osôb (Monitoring of internal exposure of persons)

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JAVYS/14/SM-RO-07 Distribúcia a evidencia rádioaktívnych žiaričov a rádioaktívnych látok (Distribution and evidence of irradiators, PKP and radioactive materials)

JAVYS/14/ZSM-RO Radiačná ochrana (Radiation protection)

Pursuant to this directive, the Consultant shall observe the rules of radiation protection in the controlled area, for the purposes of issuing permission for operations with the possibility of irradiation, he is obliged to submit data on personnel irradiation and to specify dose reserve for the required period. The Consultant shall submit the above data to the personal health physics department along with an application for issuing access authorisation into the controlled area.

JAVYS/14/SM-RO-02 Uplatňovanie princípu ALARA (Implementation of ALARA principle)

The Consultant shall follow this directive chiefly in the implementation of new technologies, new working procedures and works with increased radiation risk.

JAVYS/14/SM-RO-03 Jednorazové povolenie vstupu do KP (Single permission into CA)

This directive describes a single access to the controlled area for those employees who do not comply with professional competency.

JAVYS/14/SM-RO-04 Povoľovanie a výkon prác na R-príkaz (Permission and performance of works on R-order)

All the works in the JAVYS controlled area shall be performed on R-order by Consultants' employees.

JAVYS/14/SM-RO- 05 Monitorovanie vonkajšieho ožiarovania osôb (Monitoring of external exposure of persons)

Pursuant to this directive Consultants' employees shall follow the conditions of using the means of individual health physics protection (dosimeters) according to the requirements of monitoring external exposure.

JAVYS/14/SM-RO-06 Monitorovanie vnútorného ožiarovania osôb (Monitoring of internal exposure of persons)

Pursuant to this procedure, the Consultant shall make his employees to take part in monitoring of internal exposure (initial, regular, extraordinary, final).

JAVYS/14/SM-RO-07 Distribúcia a evidencia rádioaktívnych žiaričov a rádioaktívnych látok (Distribution and evidence of irradiators, PKP and radioactive materials)

Consultants' employees shall follow this procedure chiefly in taking materials out of the CA, in transferring radioactive substances and emitters and in their shipping into or out of JAVYS site.

On A1 NPP site, A1 NPP radiation protection department shall be invariably consulted in case of any land or demolishing works and shipping material out of the controlled area.

Works in the CA on R-order produce radioactive waste. After works on R-order are completed, Consultant's employees shall meet the following directives in managing RAW:

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JAVYS/14/SM-NO-01 Minimalizácia tvorby RaO v JAVYS, a.s. (Minimisation of the production of RAW in JAVYS, a.s.)

JAVYS/14/SM-NO-02 Nakladanie s pevnými RaO z JE V1 (Management of solid RAW from V1 NPP).

The above duties and other duties resulting from the above directives are in full extent applicable also to the employees of potential subConsultants; however, the responsibility for failure to observe the duties is borne in full extent by the Consultant.

12. RECORDS of PERFORMED WORKS AND SERVICES

Depending on the character of performed services and works, the Consultant shall be obliged to keep records in an erection, site or work log (hereinafter referred to as "the log") as follows:

to keep records in the log from the date of workplace (equipment) hand-over/take-over;

to record in the log all facts and circumstances being decisive for contract performance;

pages in the log shall be numbered, damaged pages shall be kept in the log – they must not be torn out;

daily records shall be made and signed by the Consultant's representative on the day when the relevant works or services have been performed or relevant circumstances have occurred;

the Consultant shall be obliged to submit the log to the Client to be signed or a statement to be made in the log on the day when the record has been made in the diary;

the Consultant shall be obliged to make its own statement on the Client's one in the log within three (3) days otherwise it is assumed that the Consultant agrees with the Client's statement;

the liability to keep the log shall be terminated on completion and acceptance of the Works by signing the acceptance certificate.

The liability to keep the log does not apply to design works.

13. GENERAL REQUIREMENTS ON DOCUMENTATION

Consultant is obliged to follow the quality procedures JAVYS/14/SM-RD-01 "Management of the Operational Documentation" and JAVYS/14/SM-RD-02 "Construction Documentation Management".

Consultant is obliged to follow and comply with following points:

1. In case the subject or part of the subject of the works is development of design and technical documentation the Consultant is obliged to develop the documentation in accordance with conditions stated in technical terms of reference obtained from the Client.

2. The Consultant is obliged to develop design and technical documentation in compliance with generally binding valid legal enactments and valid standards and in compliance with procedure JAVYS/14-SM-RD-02.

3. The Consultant is obliged to develop design and technical documentation related to nuclear facilities in compliance with provisions of Act No. 541/2004 Coll. on Peaceful Use of Nuclear Energy (Atomic Act) and related regulations of the NRA SR.

4. Source documentation for development of design and project documentation by the Consultant is valid archival copy of as-built documentation provided by the Client. The Consultant shall develop and

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submit the documentation in compliance with structure and manner of identification of source documentation.

5. The Consultant developing design and technical documentation shall use existing numbering of buildings, technological systems and subsystems valid in JAVYS, a.s.

6. Design and technical documentation shall be submitted by the Consultant in writing identified as "as-built documentation" along with a list of drawings reflecting distribution into individual parcels. List of documentation shall form part of the design. In this list, each document shall be defined as an individual item. Document means every textual or drawing part of the design documentation with its own corner title.

7. The Consultant shall submit to the Client developed as-built design and technical documentation after the implementation of the works approved by the signature of competent person, stamp and with the date of development.

8. The Consultant will hand over the geodetic bearing for the update of the basic map of the JAVYS site (geodetic plan and hypsometric and planimetric bearing).

9. The Consultant shall submit the documentation in electronic form in format used in JAVYS. Graphic files need to be submitted in both editable (vector) and ineditable (raster) form. For the editable form of graphic files ***.DWG** format or other CAD formats ***.DXF**, ***.DGN** are required. Digital format for the ineditable form is preferably ***.TIF** (with regard to maximum attainable quality at least 300 dpi). ***.JPG** format is also acceptable, provided that the ***.TIF** format cannot be used for substantiated reasons (with regard to the data size of the files). Text items of documents also need to be submitted in both editable and ineditable forms. Editable format MS Office ***.DOC** for text reports (current version of the SW to be used needs to be agreed in advance), ***.XLS** for table items. The ineditable form of items shall be submitted in ***.PDF** format. Table formats do not need to be submitted in ***.PDF** format, ***.XLS** is sufficient. All the documentation submitted by the Consultant in electronic form shall be stored on an undeletable medium (CD, DVD ROM). For every medium a submission protocol shall exist with confirmation of accord of paper and digital form.

10. In case that there is a digital format of design and technical documentation in JAVYS it shall be made available to the Consultant pursuant to contractual arrangements. Original principles of digitalization shall be observed in development of the subject of the works.

11. As-built documentation (DSV) will be provided in the scope and format available in the centre of technical documentation, if requested. The Consultant is obliged to verify the actual condition on site.

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13. Failure to meet obligations - CONTRACTUAL penalties

- a) If the Consultant's Personnel fail to meet obligations resulting from the present **Safety and Technical Conditions**, Client's Personnel listed in Item 6c) shall immediately notify of it the Consultant and make a record in the relevant log.
- b) The concerned Consultant's employee shall immediately apply relevant remedies. If he/she fails to do so, Client's personnel may order to suspend the works or Services. Results and damages resulting from such suspension shall be borne by the Consultant.
- c) For each failure to meet the obligations specified in the present **Safety and Technical Conditions**, the Client may apply and the Consultant shall be obliged to pay a contractual penalty amounting to **166,- EUR**. In case of a repeated failure to meet the same obligations, the penalty shall be increased to **332,- EUR**.
- d) The Consultant's employee who has repeatedly failed to meet obligations shall be considered as a person incompetent to perform works in accordance with the present **Safety and Technical Conditions** and his/her identification card shall be withdrawn.
- e) Sanctions in Items c) and d) shall be applied if not stated otherwise in Item 13.

14. CONTRACTUAL PENALTIES FOR THEFT, consumption OF ALCOHOLIC DRINKS AND abuse of OTHER DRUGS, violation OF physical protection MEASURES, RADIATION SAFETY PRINCIPLES, RADIOACTIVE WASTE MANAGEMENT PRINCIPLES, occupational safety and health and fire protection principles and environmental protection principles

a) Theft:

If a Consultant's employee steals the property of the Client, his/her access permission to the JAVYS site shall be withdrawn for good.

b) Consumption of alcoholic drinks and other drugs and violation of no smoking principle:

Blood alcohol level above 0.1 mg/l:

A first violation by the Consultant's Personnel means withdrawal of his/her identification card and prohibition of his/her access to JAVYS for a period of three (3) years and a contractual penalty of **664,- EUR** to the Consultant;

If the Consultant's employee refuses to undergo a breath test, sanctions shall be applied in accordance with the previous indent.

Detection of drug abuse:

If drug abuse is detected, it shall be proceeded according to the first indent of Item b.

If the no smoking principle is violated in the JAVYS site, it shall be preceded according to the first indent of Item 1.

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c) Incorrect parking, failure to respect road signs and vehicle movement principles:

A first violation by the Consultant's employee means a notice in writing to the Consultant and a contractual penalty amounting to **33,- EUR** to the employee.

A second violation means a contractual penalty amounting to **166,- EUR** to the Consultant.

A third violation means a reduction of identification cards for entry of Consultant's vehicles and a penalty of **332,- EUR** to the Consultant.

A repeated (third) violation by the same driver means a permanent prohibition of driving vehicles in the JAVYS site.

d) Violation of physical protection measures as to manipulation with the identification card:

If access to the JAVYS site and the JAVYS premises is enabled to a third person by giving him/her employee's own identification card, a contractual penalty of **1 660,- EUR** shall be applied to the Consultant and the employee's identification card shall be withdrawn for good. He/she who enables access to an unauthorised person with his/her identification card into the JAVYS site may be prosecuted for a crime under § 182 of the Criminal Code and sentenced for as much as 3 years.

Less serious offences related to the manipulation with the identification card (incorrect manipulation with the identification card - except misuse of the identification card by another person) may be solved by a reproof.

e) Violation of physical protection measures of a key regime:

A first violation means a contractual penalty to the Consultant amounting to **332,- EUR**.

A second and next violations mean a contractual penalty to the Consultant amounting to **664,- EUR**.

A repeated violation by the same employee means withdrawal of his/her identification card for one year in case of a second violation and for good in case of a third violation.

f) Violation of special physical protection measures:

A first violation means a notice in writing and a contractual penalty of **166,- EUR** to the Consultant.

A second violation means a contractual penalty of **332,- EUR** to the Consultant.

A third and next violations mean a contractual penalty of **664,- EUR** to the Consultant.

A repeated violation by the same employee means withdrawal of his/her identification card for one year in case of a second violation and for good in case of a third violation.

g) Violation of the prohibition of bringing unauthorised things and items to JAVYS

A proved intentional violation of the restriction means:

a contractual penalty of **1 660,- EUR** to the Consultant,
withdrawal of the identification card from the employee for good.

A negligent violation of the restriction:

a first violation means a contractual penalty of **332,- EUR** to the Consultant,

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a second and next violations mean a contractual penalty of **664,- EUR** to the Consultant,
a repeated violation by the same employee means withdrawal of his/her identification card for two years in case of a first violation and for good in case of a second violation.

h) Violation of regime measures for physical protection (Directive JAVYS/14/SM-FO-01 - Regime measures for physical protection):

A first violation means a notice in writing and a contractual penalty of **166,- EUR** to the Consultant.

A second violation means a contractual penalty of **332,- EUR**.

A third violation means a contractual penalty of **498,- EUR**.

A repeated violation by the same employee means withdrawal of his/her identification card for two years in case of a second violation and for good in case of a third violation.

i) Violation of radiation safety principles in accordance with JAVYS/14/SM-RO-01:

A first violation means a contractual penalty of **332,- EUR** to the Consultant and repeated examination on JAVYS radiation safety principles to the Personnel.

A second violation means a contractual penalty of **664,- EUR** to the Consultant and a permanent prohibition of access to the controlled area to the Personnel.

j) Violation of radwaste management principles in the controlled area:

If the Consultant's employee violates radwaste management principles in the JAVYS, a.s. controlled area in the fundamental directive JAVYS/14/ZSM-RO and related directives, a contractual penalty of **664,- EUR** shall be applied to the Consultant for each violation.

If, in the JAVYS site, the Consultant's employee violates principles of non-active waste management, specified in directives and progresses, a contractual penalty of **332,- EUR** shall be applied to the Consultant for each violation.

k) Violation of occupational safety and health and fire protection principles:

If, in the JAVYS site, the Consultant violates the principles which may result immediately to an occupational injury or a fire, a contractual penalty amounting to 0.7 % of the contract price shall be applied to the Consultant.

l) Violation of requirements for environmental protection:

If, in the JAVYS site, the Consultant fails to meet the requirements for environmental protection, a contractual penalty amounting to 0.7 % of the contract price shall be applied to the Consultant.

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15. PROTECTION OF PROPERTY AND MATERIAL OF EXTERNAL ORGANISATIONS IN THE JAVYS SITE

- a) It is the owner of the property that shall be fully responsible for protection of the property of external organisation located in the JAVYS site due to performance of Consultant's activities.
- b) The owner of the property referred to in Item a) shall secure the property in such a way as to prevent unauthorised actions and damages to its property.
- c) The property of the Consultants designed for works or activities in the JAVYS site may pass through the JAVYS gate only with an accompanying document confirming its supply for the purpose of being used, built in or stored in the JAVYS site.
- d) As an accompanying document for material designed to be used, built in or stored in the JAVYS site may serve a delivery note, a costing card or another standard accompanying document.
- e) As an accompanying document for bringing/driving in/out Consultant's tools, instruments and implements to be used or used for performance of works and provision of Services which will be afterwards brought/driven out of the JAVYS site may serve a "List of tools and instruments carried through the JAVYS gates".
- f) The list shall be made by the Consultant's representative for a period of no more than two months in one copy. The list shall be filled in legibly, in block letters according to the printed form stating clearly the first name, the surname, the number of identification card and signature of the Consultant's representative. The list shall be ended in a way preventing any additional records.

In Bratislava

date.....

.....

for the Consultant

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Appendix 1

An example of minutes

On, an instruction (initial training) of the Consultant's representative was performed: company, represented by according to Article of the Contract on Consulting Services between the Consultant and the Client

The instruction (training) addressed the issues of occupational safety and health and fire protection:

1. When performing works under the Contract, Personnel of the company..... (hereinafter referred to as "the Consultant") shall observe the principles of occupational safety and health and fire protection within the meaning of relevant laws, decrees and technical standards. The Consultant shall be responsible for instruction and for holding relevant authorisations required for performance of these works in accordance with regulations on occupational safety and health and fire protection.
2. The Consultant shall be fully responsible for occupational safety and health and fire protection at works to be performed under the Contract on the provably handed-over/taken-over workplace (the take-over to be documented by a minutes) or building site.
3. A Minutes on the workplace hand-over/take-over or a record in a relevant log shall be made stating concrete conditions, warnings of various specific characteristics of the workplace, etc.
 - *In this part the Client shall define concrete rules of occupational safety and health and fire protection applicable to the given premises (workplace) where the works under the Contract are to be performed after the workplace hand-over/take-over; the Client shall also specify principles of safe behavior in the given workplace, including prohibition of unauthorised actions and manipulations with the existing equipment as well as potential locations and sources of danger. Here, familiarisation of the Client with potential risks resulting from activities, works and Services to be performed by the Consultant shall be mentioned.*
 - *At the end, the minutes shall include the following statement: "The workplace or the building site has been taken over by the Consultant from the Client in a state that complies with the occupational safety and health and fire protection for performance of works and provision of Services under the Contract.*
4. In compliance with §§ 3, 5 and 6 of MV SR Decree 121/2002 Coll., the contracting parties have agreed that the Consultant shall be (shall not be) responsible for observation of rules of fire protection at works with increased fire risk (Agreements are meant on the establishment of an assistant fire patrol during works with increased fire risk on places with increased fire risk, provision of subsequent supervision after the works are completed, provision of fire extinguishers, etc.).

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5. Consultant's Personnel shall be obliged to report to the Client's representative deficiencies in the occupational safety and health and fire protection that might endanger occupational safety and health and fire protection at works to be performed under the Contract; the responsibility for remediation lies with the Client (these are the cases when the works are to be performed in premises, though taken over, but with normal operation running around) - for example, the building surveyor appointed by the Client or the co-ordinator, etc.
6. The Consultant's representative has been advised upon the restriction of alcoholic drinks consumption and of working under the influence of alcohol in Client's premises, upon obligation to wear personal protective equipment, in case of several Consultants, upon obligation of visible identification of Consultant's Personnel with the company name, upon obligations resulting from Act 124/2006 Coll. on occupational safety and health (in case of an occupational injury, the Consultant shall be obliged to immediately notify of the injury also the Client to ensure an impartial investigation). The liability to notify competent authorities in accordance with the above act lies with the Consultant.
7. The Consultant's representative shall be obliged to ensure instruction (training) on the occupational safety and health and fire protection for all Consultant's Personnel supposed to perform works under the Contract in the scope and in accordance with the instruction (training) he/she has received in accordance with the present minutes. In addition, he/she shall ensure this instruction (training) also for Personnel when the number of Personnel is increased or groups are exchanged, etc. He/she shall also ensure this instruction (training) for Sub-Consultants' Personnel or Personnel who perform some works in Client's workplaces under contracts with the Consultant (these are cases when the Client often does not know which works are performed by companies involved by the Consultant). It is the Consultant that shall be fully responsible for movements and occupational safety and health and fire protection of these persons.

Trainers:		Trainees:	
Date	(names and signatures of <u>Client's</u> personnel)	Date	(names and signatures of Consultant's Personnel)

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Appendix 2

An example of minutes

Contract No (Client):

Contract No (Consultant):

Minutes of Consultant's instruction in regulations related to the environmental protection and JAVYS environmental management system

On, an instruction (training) of the Consultant's representative was performed: company, represented by according to Article of the Contract on Consulting Services between the Consultant and the Client

The instruction (training) addressed the issue of the environmental protection and the environmental management system.

Personnel of company (hereinafter referred to as "the Consultant") shall be obliged:

1. To observe legal regulations applicable to the field of waste management, water protection and air protection as well as generally binding legal regulations for environmental protection and to prevent pollution of, and damage to the environment.

If, during its activities, the Consultant violates its obligations specified in legal regulations for environmental protection and causes material damages to the Client, the Consultant shall be obliged to compensate for the damages. If, as a result of violation of Consultant's obligations, financial sanctions are applied by a competent state administration authority, the sanctions shall be reimbursed by the Consultant.

2. When managing wastes, to follow procedures in accordance with Act 223/2001 Coll. on wastes, as amended; when managing waste waters, to follow procedures in accordance with Act 364/2004 Coll. on waters, as amended, as well as internal JAVYS regulations:
 - JAVYS/14/PISM – Príručka integrovaného systému manažérstva (Integrated Management System Manual)
 - JAVYS/14/ZSM-ŽP – Ochrana životného prostredia (Environmental protection)
 - JAVYS/14/SM-ŽP-06 – Ochrana ovzdušia (Air Protection)
 - JAVYS/14/SM-ŽP-04 – Vodné hospodárstvo (Water Management)

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- JAVYS/14/SM-ŽP-05 – Odpadové hospodárstvo (Waste Management)
 - 8-PLN-010 – Plán havarijných opatrení proti znečisteniu povrchových a podzemných vôd v JAVYS, a.s. (Plan of Emergency Measures to Prevent Surface Water and Groundwater Pollution in JAVYS).
3. To notify the Client of dangerous substances expected to be used when performing Consultant's activities and, according to Act No. 67/2010 Coll. on conditions of introduction of the chemical substances and chemical preparations to the market (chemical act) .
 4. To handle dangerous substances (oils and oil products, chemicals, etc.) in accordance with requirements of Act 364/2004 Coll. on waters on dedicated areas so as to prevent endangering and pollution of waters or related land and, in case it happens, to notify the On-site fire brigade (ext. 2222) and then Client immediately.
 5. To prevent waste generation and to reduce its production. If in connection with the contract performance, waste generation is anticipated, to classify the waste according to Decree 284/2001 Coll. that lays down the Catalogue of Wastes, as amended, and to submit the classification in writing or in electronic format to the Client's waste management engineer within ten (10) days after the waste generation.
 6. To collect wastes classified according to waste types and to protect them against degradation, theft or another undesirable release, to collect separately dangerous wastes according to waste types and to identify them as required.
 7. If the Contract includes also Consultant's liability of waste reuse/recycle and disposal, to submit to the Client, according to Act 223/2001 Coll., a copy of Consultant's authorisation for reuse/recycle or disposal of wastes or a copy of such an authorisation of another company that will perform these activities for the Consultant. In case of dangerous waste transportation from JAVYS to the place of its reuse/recycle or disposal, to submit a copy of the concerned transport operator's own permission for dangerous waste transportation.
 8. To manage wastes generated by Consultant's own activities from materials and raw materials delivered to the JAVYS site (as a waste producer) in accordance with valid legal regulations applicable to the field of wastes and to accept consequences for Consultant's failure to meet the requirements of Act 223/2001 Coll. on wastes and its executive regulations.

The Consultant shall notify of the production of wastes as a result of Consultant's own activities the relevant JAVYS inspection and the JAVYS waste management engineer.
 9. As a waste producer, to dispose of all wastes at Consultant's own expenses.
 10. Within the scope of workplace hand-over/take-over, to provide the JAVYS waste management engineer with documents proving that the wastes generated by Consultant's own activities have been removed from the JAVYS site or disposed of. A record shall be made on the equipment/workplace hand-over/take-over.
 11. To use for Consultant's activities only substances that do not endanger the ozone layer. Volatile substances may be used only based on Client's approval.

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12. To operate and maintain used mechanisms, equipment and machinery in such technical conditions to prevent damages to the environment. If shortcomings are disclosed in this field, the Client may suspend their operation or expel them from the site.
13. Before starting the contract performance, to identify major impacts on the environment that result or may result from Consultant's activities
14. The Consultant's representative shall be obliged to ensure instruction (training) in environmental protection and JAVYS environmental management system for all Consultant's Personnel supposed to perform works under the Contract in the scope and in accordance with instruction (training) he/she has received in accordance with the present minutes. In addition, he/she shall ensure this instruction (training) also for all Personnel when the number of pPrsonnel is increased or groups are exchanged, etc.

Trainers:		Trainees:	
Date	/names and signatures of <u>Client's</u> personnel/	Date	/names and signatures of Consultant's Personnel/

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Appendix 3

List of Environmental Impacts

In performing the works (title of the works)

the Consultant(Company name)

is going to impact the following elements of the environment:

Column 1*	Elements of the environment
Air :	
	Emissions
	Dust
	Other impacts on air**
Water :	
	Production of sewer wastewater
	Production of municipal wastewater
	Production of industrial wastewater
	Other impacts on water**
Waste :	
	Production of other waste
	Production of hazardous waste
	Production of radioactive waste
Chemical substances and chemical preparations :	
	Chemical substances and chemical preparations used
	Handling chemical substances and chemical preparations
Soil :	
	Introduction of heterogeneous elements to soil
	Introduction of substances natural to soil in such quantity that could have a negative impact on its quality
	Soil occupation
	Other impacts on soil**

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Other elements of the environment :	
	Consumption of raw materials,
	Power consumption
	Aesthetics
	Fauna
	Flora
	Human health
other**	

* mark the element of the environment in question with a cross in column 1

**set out in writing what elements of the environment are concerned