

## Slovenské elektrárne, a. s., Bratislava

### Site Safety and Technical Conditions of Performance in SE, a.s.(MO34 Project)

#### 1 General Provisions

**1.1** Site Safety and Technical Conditions of Performance in Slovenské elektrárne, a.s. (hereinafter referred to as "SSTC") form an inseparable part of the Contract in case of contractual performance executed in the premises of SE, a.s.

**1.2** Any different provision agreed in the Contract takes preference over the wording of Site Safety and Technical Conditions.

**1.3** Regardless of the term used in the Contract, Slovenské elektrárne, a. s., Bratislava is designated ("SE"), MO 34 plant. The Contractor applies their rights and obligations via an authorized person specified in the Contract – **an authorized person of SE, an authorized employee or technical supervisor, if it is specified in SSTC so.**

**1.4** The provider of work, repair, maintenance or modification of subject, the provider of works or services shall be considered for the Contractor. The Contractor specified in the heading of the Contract as well as their subcontractors and their legal successors shall be considered for the Contractor themselves. The SSTC provisions containing the designation "Contractor" shall apply for both the inland and foreign contractors. The workers of the Contractor are considered all the Slovak and foreign employees of the Contractor and employees of their subcontractors (hereinafter referred to as the "**Contractor's workers**"). SE will exercise its rights and duties through an authorised Contractor's person who has to be permanently available during delivery of the contractual performance, acting as a partner of SE's authorised persons for organising contractual performance and solving of problems related with the contract performance. This person is defined as **Contractor's authorised person** in the Contract.

**1.5** For the purposes of the SSTC herein and the Contract, contractual performance and contract execution shall mean all contractually agreed supplies, services, works, including delivery of goods, and performance of Contractor's activities as well as construction of Work (hereinafter referred to as the "**performance**").

**1.6** For the purposes of the SSTC herein, the **workplace** shall mean a place of Work constructing, performance of works, site, and place to perform repair, maintenance or modification of the subject, provision of service pursuant to job order which was taken over by Contractor from SE in the form of a protocol.

**1.7** Application of contractual penalties due to Contractor's failure to satisfy duties stated herein shall not aggrieve the right of SE to claim damages in full extent

**1.8** The provisions stated herein shall also apply in the same extent to all subcontractors and the workers of the subcontractors who are obliged to have a contract in force with the Contractor in order to

execute the performance or its part. The Contractor shall be responsible for the fulfilment of SSTC provisions by every subcontractor.

#### 2 Trainings

**2.1** All contractors' workers entering the premises of the Main Construction Site (locality 1 SE-MO34) and Operation Area (locality 11 SE-MO34) in order to perform subject matters of contracts and are obliged to pass initial training, training or training for short-term works or to keep general capability for entering and safe moving, and provision of the contractual performance in the premises of MO34. It does not substitute a periodical training of employees from the Occupational Health and Safety and Fire Prevention that are mandatory by law and for passing of which the Contractor is responsible.

**2.2** The purpose of the training is to obtain the general capability to perform activities in the premises of MO34; the training is focused at specific conditions of performing contractual works in the premises and workplaces of MO34. The training consists of the following topics: Occupational Health and Safety, Fire Prevention, Security of NPP premises, Quality assurance system, Emergency Planning and Readiness, Environmental protection and Orientation at the construction site.

**2.3** The expected duration of the basic initial training is 4 hours. The expected duration of the training to maintain the general capability for entry and safe moving, stay and execution of the contractual performance takes approx. 2 hours. Frequency of the training is: 6 months for managerial personnel and 12 months for other employees. An employee is obliged to pass periodical training before expiration of the above mentioned period. Otherwise, the employee will lose the validity of the general capability. The training for a short term performance of works is expected to take approx. 20 minutes.

**2.4** The training is completed by a written examination (test). After successful passing of the test, the training centre shall issue a document which is an inevitable prerequisite for issuing an entry card enabling a worker to enter the workplace.

**2.5** According to article 2.3 the possibility to regain general qualification through the training takes 3 years from the date of losing the general capability. After expiration of this period, an employee is obliged to pass the initial training in the full scope.

**2.6** The initial training, training for obtaining or keeping the general capability for entry, safe moving, stay and provision of contractual performance, and training for short-term works are free of charge for Contractor providing that the Contractor successfully passes the examination (outgoing tests). Repeating of the training due to failed outgoing tests is covered by the Contractor.

**2.7** Passing of the initial training delivered by the organisation with a licence from NRA SR (ŠVS VUJE - VUJE training centre) is a condition for entry into the

controlled/guarded zone and internal area after making the AKOBOJE system functional. This training shall be covered by the Contractor. In addition to the initial training delivered by an organisation with licence from NRA SR, the workers performing works in controlled zone of nuclear power plant are obliged to attend training on rules of radiation protection to allow them access to the controlled zone of NPP. The workers performing works in an open primary circuit are obliged to pass training on principles of work above open installation of the primary circuit. These trainings are delivered for the suppliers free-of-charge by SE-EMO .

**2.8** The Contractor shall consult the prescribed training for obtaining and maintaining of general capability or training on works in controlled zone in SE.

**2.9** Before the first hand-over of the workplace, SE is obliged to deliver the "Training on site". SE will provide the Contractor with all the available information regarding the actual working and safety risks specific for the particular workplace. SE shall record completed training in the Construction / Assembly logbook / Service Diary / (hereinafter as "Diary") or in the Book of training records.

**2.10** The duty to provide the Training on site passes to the Contractor in further hand-over of the workplace, or its part thereof during the progress of works. The same principles as in the first hand-over shall be applied. The next hand-over of the workplace means any other hand-over when there is a change of the managing person responsible for managing works at the relevant workplace.

***Providing that the Contractor fails to deliver the On-site training (cannot prove it with a document on attending training with the signatures of participants), the Customer is entitled to claim the penalty from the Contractor amounting to EUR 700 for each detected case.***

### **3 Terms and Conditions for Allowing Entry and Drive-in into the Plant Area, Physical Protection**

**3.1** The system of physical protection (PP) in individual SE operations consists of a combination of mechanical barrier means, technical security means, regime measures, and activity of physical protection workers, performed by SE employees or by the Private Security Service (hereinafter "SBS"). Physical protection is performed by SE's own employees or by the Private Security Service (hereinafter as "SBS") on a contractual basis.

**3.2** The workers of the Contractor entering the SE operations shall observe the implemented measures of the physical protection system, the rules specified in the following provisions of the SSTC and to observe the instructions of physical protection workers

***For the violation of duties specified in Item 3.2, SE may claim a contractual penalty from the Contractor, amounting to EUR 300.***

#### **3.3 Permission of Entry to Contractor's**

#### **Workers**

**3.3.1** The precondition for the permission of entry of the Contractor's workers to the premises of SE MO 34 is the submission of the signed consents to the personal data processing in RDPV database (Entry permit management database) of all the entering workers in writing, the original document on completing the initial training or the training for maintaining general capability for entering, safe moving, stay and provision of the contractual performance to SE's authorised person. before the beginning of the performance in accordance with the Contract.

**3.3.2** Subsequently, after fulfilling the preconditions in accordance with the previous article, before the start of the Performance, the Contractor shall submit to the Authorized Person of SE defined in the Contract, the following:

a) The documents on professional competence and qualification of workers:

- The list of documents in electronic form and their requested structure according to predefined template is available on the following web site of SE:

<http://www.seas.sk/sk/obstaravanie-a-predaj/obstaravanie/povolovanie-vstupov-elektrarne>

Copies of the documents on professional competence and qualification of workers if it is needed for the Performance of the subject matter in compliance with the legal regulations of the Slovak Republic and requirements of SE. If a foreign Contractor carries out the Performance on the basis of equivalent authorizations of the Contractor and certificates of professional competence of its workers issued by the bodies from EU member states or third countries, these documents shall meet the requirement for the equal value of documents in accordance with Act no. 293/2007 Coll. on recognition of professional qualifications or a decision on recognition of professional qualification is issued by the National Labour Inspectorate (in accordance with the Act no. 125/2006 Coll. on the labour inspection as amended and Act no. 82/2005 Coll. on illegal work and illegal employment and on amendment and supplement to some acts) for the activities from the list of regulated jobs stated in Annex no.2 of Act no. 124/2006 Coll. on occupational health and safety and on

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amendment and supplement to some laws.

3.3.3 In case that the Contractor brings to the SE premises the tools, fixtures and material, they are obliged to submit the following document to the SE's authorised person. A document separately for the tools and fixtures of the Contractor, to be taken out from the SE premises; another one separately for the material, which will be inbuilt within the contractual performance.

- a) The electronic form of the predefined template of the request for the transfer of material through the SE gatehouse of SE MO 34 in required structure is available on the following web site of SE: <http://www.seas.sk/sk/obstaravanie-a-predaj/obstaravanie/povolovanie-vstupov-elektrarne>, in lines with the requirements of **Chyba! Nenašiel sa žiaden zdroj odkazov.7.**

In the case that for the purpose of the Contract performance, the Contractor needs to enter the SE MO 3,4 premises by a motor vehicle the following shall be submitted:

- b) The application for the entry of vehicles in writing in the requested structure according to the predefined template. The Contractor shall also submit the copies of the vehicle registration certificate, copies of the vehicle third party liability insurance of all entering vehicles. The entry of motor vehicles to the plant is permitted only for a necessary period of loading and unloading or for a necessary time of Contract performance. In some justified cases an exception may be granted by SE. In case of leak of hazardous substances from a vehicle, such a vehicle shall not be granted entry permit to the SE premises.

3.3.4 The approval for entry of Contractor's workers will be approved when all the above-mentioned requirements are met. The entry shall be permitted only for the period of the contractual relation duration.

3.3.5 After the approval of the entry, each Contractor's worker shall take an entry identification card (hereinafter referred to as the "Entry IDC") in the office for entry permits, administrative zone of MO 3,4, which is situated on the ground floor room no. 3 in the K2 building. Each worker in the SE plant area is obliged to wear it continuously on a visible place.

3.3.6 The Entry IDCs are issued to the Contractor's workers only for the Contract period or for the respective time section in the cases of partial or

repeated performance on the basis of Framework or long-term Contracts. After the expiry of the period of granting the entry permit, the Entry IDC will be blocked. The same also applies in case of lapsed professional competence of a worker; the Entry IDC will be blocked.

3.3.7 After the expiration of the Contract, every Contractor's worker is obliged to return the Entry IDC at the gatehouse within 5 work days from the expiration of the Contract.

***A violation of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 30 for each Entry IDC non-returned.***

3.3.8 The Contractor shall follow the provisions of this article also at each new worker arrival for the purpose of the Contract performance.

**Rules of Entry into and Behaviour in the SE Premises**

3.4 Contractor's workers enter the SE premises exclusively through the controlled entrances using their Entry IDC.

3.5 The Contractor bears responsibility that their employees will prevent entry of any third person to SE premises by provision of own identification card or a pass with photograph, by misuse of somebody else's identification card or pass with photograph and by unjustified use of emergency exits without registration.

***Breaching of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 800 for such a violation.*** Contractor's workers will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months from the repeated violation.

3.6 The Contractor's workers are obliged to protect the identification card or pass against loss, destruction, damage or theft.

***A violation of the above mentioned duties will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 30 for each loss, damage or theft of the identification card or pass. This contractual penalty includes the costs of issuance of a new identification card or pass.***

3.7 The Contractor shall report loss or theft of identification card or pass of any Contractor's worker to SBS without any delay. Loss or theft of identification card for access into CZ shall be reported to the radiation protection worker who had issued the card. A failure to report such loss or theft will cause Contractor's responsibility for all consequences of misuse of identification card or pass and his worker may be banned from entry to the SE's premises.

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***Unless the suffered damage is compensated, the respective worker shall be banned from entry to the premises of SE.***

**3.8** Upon entry, the SBS employee or other authorized employee of SE is entitled to carry out personal inspection of bringing in prohibited materials.

**3.9** Upon entry to the premises of SE as well as during stay in SE premises, the SBS employee or any other authorized employee of SE is entitled to invite Contractor's workers for breathalyser test or use of narcotic or psychotropic substances, to carry out such test, or to supervise during the test. The breathalyser test result exceeding 0.00mg/l (0, 00 per mille) shall be considered for positive finding and will be registered.

**3.10** The rejection to undergo a breathalyser test/test of use of narcotic or psychotropic substances shall be considered for positive finding, the Entry IDC of the controlled Contractor's worker shall be collected for the term of the Contract with the Contractor, however up to a maximum of 12 months and, accompanied by the SBS employee or other authorized employee of SE, he/she shall be taken out from the premises of SE.

In the case that the positive result is confirmed:

- If the provisional test for presence of narcotic or psychotropic substances results positive, the Entry IDC of the controlled Contractor's worker shall be collected, his/her entry will be prohibited and, accompanied by the SBS member, he/she shall be taken out from the premises of SE. The police will be called and the worker of the Contractor will be handed in to Police to check his/her detected result. The bodies of Police will safeguard checking of the notification. If it is not proved that the Contractor's worker was under the influence of narcotic or psychotropic substance, he/she shall be enabled to enter to the premises of SE and he /she will be able to continue in contractual performance. If the positive result is confirmed, the procedure is like in case of the positive breathalyser test exceeding 0.29 mg/l.
- If the breathalyser test is performed by means of a verified selected gauge and the result is positive, the Contractor's worker shall be allowed to undergo a repeated breathalyser test. If during the repeated test the finding is negative and the value is 0.00 mg/l (0.00 per mille), the Contractor's worker will be permitted to enter.

Positive breathalyser test result, up to and including 0.14 mg/l (0.29 per mille), shall be considered as an obstacle in work for the Contractor's worker; this tested Contractor's worker will not be allowed to

enter the SE premises or the Contractor's worker shall leave the workplace and accompanied by the SBS member he/she shall leave the SE premises.

***Positive breathalyser test result exceeding 0.14mg/l (0.29 per mille) shall be taken as a violation of the SSTC herein.***

In such a case SE will act as follows:

- ***If the result of the test ranges from 0.15 to 0.29 mg/l (0.30 – 0.60 per mille) – the controlled Contractor's worker shall not be allowed to enter SE or he/she will be obliged to leave the workplace and SE premises accompanied by SBS worker. His/her Entry IDC will be withdrawn till the very next arrival for the purpose of work in the SE premises. If during a calendar year, the checked Contractor's worker repeatedly violates the ban on the use of alcohol (use of narcotic or psychotropic substances), he/she will be forbidden to enter the SE premises for the term of the Contract with the Contractor, however, maximum for 12 months.***

***In case of the breach of the prohibition of the use of alcohol (use of narcotic or psychotropic substances) by any other Contractor's worker, SE is entitled to claim from the Contractor a contractual penalty amounting to EUR 800 for each and every case.*** The Contractor's worker shall be banned from entry for the whole contract term, however up to a period of 12 months as the maximum.

***If a breathalyser test result is exceeding 0.29 mg/l (above 0.60 per mille) – the Entry IDC of the controlled Contractor's worker shall be collected and he/she shall be banned from entry. He/she shall be taken out from the premises of SE accompanied by SBS worker. The controlled Contractor's worker shall be banned from entry for the whole contract term, however up to a period of 12 months and SE may also claim a contractual penalty from the Contractor amounting to EUR 800 for each and every case.***

**3.11** Contractor undertakes to observe prohibition of bringing in and taking out unpermitted things and items to the premises of SE. The following is forbidden to bring in to the SE premises:

- Guns, ammunition, explosives, trap explosive systems, and their imitations;
- Alcohol, narcotic, and psychotropic substances;

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- Mobile phones to the internal area of the NPP (unit control room, CZ);
- Items not related with work activities.

The following items are prohibited to take out from the SE premises without permit:

- Any items and materials not owned by a Contractor;
- Waste which the Contractor is not entitled and obliged to dispose in accordance with the Contract and SSTC herein.

Upon SBS worker's request or upon the request of the SE's authorized worker, each asked person shall stand inspection of luggage or vehicles and their spaces. Upon SBS worker's request, also a personal inspection.

The Contractor is responsible for items brought in and taken out in Contractor's motor vehicle entering /coming out of the SE premises.

***Violation of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 1,700 for each violation case. Contractor's worker will be included in the database of undesirable persons with the entry prohibited for the whole contract term, for a period of 12 months minimally or longer, depending on gravity of the violation.*** According to the provision stated herein breaching of duties by the Contractor will be considered for a substantial breach of the Contract by the contacting parties; giving the possibility for immediate withdrawal from the Contract.

**3.12** Contractor's vehicles shall enter the premises of SE solely via determined entry gate and will be subject to inspection of bringing in permitted or prohibited things and materials in accordance with Article 6.7.

**3.13** Contractor is responsible for incorrect parking, disregarding of road signs, and violation of traffic rules pursuant to provisions of Act no. 8/2009 Coll. on traffic on roads as amended, on access roads in SE's property, in the SE premises, including the obstructing of intervention vehicles crossing.

***Violation of above mentioned duties will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 400 for each and every violation case and may result in restricted number of issued entry permits for motor vehicles.***

**3.14** The Contractor is obliged to respect the following special regime measures in the SE premises:

- Prohibition of entry and execution of any contractual performance in protective zone of technical means of physical protection without permission;

- Prohibition of unauthorized handling with the technical means of physical protection and of evocation of their alarm status;

- Prohibition of the unauthorized movement inside the area, of not respecting the instructions for entering persons and SBS guard's instructions;

- Prohibition of physical assaulting of an SBS guard or any other person in the SE premises.

***Breaching of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 800 for each and every violation. In case that several Contractor's workers repetitively violate special regime measures, SE is entitled to withdraw from the contract with the Contractor. Contractor's workers will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months from the repeated violation.***

**3.15** Taking photos, filming or other recording in the SE structures is prohibited.

A breaching of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 1,700 for each violation.

**3.16** Contractor bears responsibility for any theft or attempted theft of SE's property or property of supplier organization committed by their worker at SE's premises or equipment.

***In case of such conduct, Contractor's worker will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum from the violation. At the same time SE may claim a contractual penalty from the Contractor amounting to EUR 1,700 for each and every violation.*** Breaching the obligation pursuant to this provision by the Contractor, will be considered for a substantial breach of the Contract by the contractual parties; giving the possibility for immediate withdrawal from the Contract.

**3.17** The Contractor shall provide reasonable protection of his property and things stored at the SE premises. In case of observed disruption of the object, theft or attempted theft of SE's or Contractor's property, the Contractor shall be responsible for reporting of such event to the responsible SE's representative or to the SBS worker without any delay. If due to the violation of the duties specified herein damage to the Contractor's property on the premises of SE occurs, SE will not be responsible for such damage.

Repeated breaching of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 400 for each and every violation.

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**3.18** Contractor bears responsibility for any proven disassembly of or interference in the technological equipment or for manipulation of technological equipment made by Contractor's worker without authorization or at the order from the superior or Contractor's management.

***Violation of the above mentioned duties shall be considered as a substantial breach of the Contract with a possibility of immediate withdrawal from the Contract. Contractor's workers will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months from the violation.***

***At the same time SE may claim a contractual penalty from the Contractor amounting to EUR 1,700 for each and every violation.***

#### **4 Occupational Health and Safety and Fire Prevention**

##### **OH&S (Occupational Health and Safety)**

**4.1** Prior to accession to the SE's workplace, the Contractor shall take over from SE (SE's authorized person, in cooperation with an object administrator) the workplace, indicating the conditions of OH&S, of which the Provider shall make a record in the Diary.

**4.2** Contractor bears responsibility for safe condition of used mechanisms, machines, equipment, tools, and materials. The Contractor shall operate and maintain the equipment in such technical conditions and behave in the SE's premises in a way preventing damage to the property and environment. In case of detecting any deficiency on the Contractor's technical equipment, SE has the right to suspend their operation or to take it out from its premises. Eventual delay in the performance shall not be considered a delay caused by SE.

**4.3** The Contractor will bear full responsibility for occupational health and safety of all the employees present in the workplace taken-over by the Contractor. The Contractor will bear responsibility for professional and health capability of their employees, the Contractor shall manage execution of contractual performance in order to prevent any damage to health of SE's employees, own employees as well as the employees of any third party. The Contractor will act in order to prevent any damage to property and environment. It is prohibited to the Contractor's workers to carry out contractual performance under influence of alcohol and/or narcotic or psychotropic substances, staying in the premises of the Ordering party under influence of alcohol and/or narcotic or psychotropic substances, as well as taking alcohol and/or narcotic or psychotropic substances at the workplace. The procedure how to carry out the test of alcoholic use and presence of narcotic and/or psychotropic substances is described in articles no. 3.10 and 3.11.

**4.4** The Contractor's workers shall use determined entrances and exits, stay at the workplace related to

the execution of contractual performance, maintain the workplace and other used SE's premises clean and organized during the performance. The Contractor shall ensure continuous removal of wastes. After termination of contractual Performance, the Contractor shall hand over the workplace in clean and perfect condition. The Contractor and SE will prepare a protocol of the workplace takeover; it will also contain the documents proving the removal of wastes, generated by the Contractor's own activity, out of the SE's area, eventually of their disposal.

***In case of detected violation of duty to maintain the workplace organized, SE has the right to claim a contractual penalty amounting to EUR 200 for each detected violation.***

**4.5** Contractor shall ensure that their workers stay at defined and marked workplace only.

**4.6** Providing that there is more than one organisation working simultaneously at the workplace, the Contractor will be obliged to coordinate safety as a part of its supply. The Contractor shall appoint authorised persons - safety coordinators.

**4.7** Contractor shall ensure that workplaces taken over in writing are fitted with safety marking pursuant to Governmental decree of SR no. 387/2006 Coll. on requirements for ensuring of safe and healthy marking at work, and Governmental decree of SR no. 396/2006 Coll. and Annex 1 thereto.

**4.8** In order to perform the subject-matter of the Contract, the Contractor is obliged to apply an efficient OH&S managerial system at its workplace. In case of meeting the prerequisite stated in article 4.6. and also coordination of OH&S, it has to be demonstrated by OH&S plan. When elaborating OH&S Plan, the Contractor will use applicable requirements from the MO34/1/MNA-003.00-02 Instructions for elaboration of the Integrated Safety Plan for the Construction Site. The Contractor shall submit the OH&S Plan to SE for approval not later than 7 work days before the date of the workplace take-over.

***In case of failure to submit the Safety Plan to SE within the given deadline, SE will be entitled to claim the contractual penalty from the Contractor amounting to EUR 1,000.***

**4.9** The Contractor will elaborate the identification and assessment of safety risks (hereinafter as "**Risk register**") for the activities pertaining to performance of the contractual subject matter which are going to be made on MO 34 site. When elaborating the Risk register, the Contractor will use applicable requirements from the Project rules for MO34/1/MNA-003.00-03. The Contractor shall hand in the information to SE, as a part of the OH&S Plan for the first time before start of works on site, then with regular updating (at least on monthly basis) during performing of works.

***In case of failure to submit updated Risk register to SE within the agreed date, SE will be entitled to claim the contractual penalty from the Contractor amounting to EUR 1,000.***

**4.10** SE provides coordination among individual contractors on the construction site by OH&S coordinators authorised by SE in accordance with governmental decree no. 396/2006 Coll. on minimum safety requirements for a construction site. Documentation elaborated by SE's coordinators and their instructions when coordinating the activities will be binding for the Contractors.

**4.11** The Contractor will allow an unlimited access to SE's safety coordinators and persons authorised for this activity in SE to their workplace for the purpose of checking compliance with OH&S rules at workplace in accordance with the current legislative rules and documentation issued by SE in the field of OH&S coordination. Examination of Contractor's OH&S management system as well as inspection of the personnel, technical, material, and organisational prerequisites for performance of the contractual subject-matter from the aspect of the OH&S may also be the Coordinator's subject of inspections. In order to achieve remedy, SE's coordinator or a person appointed by SE for the inspection activity may apply the yellow/red card system pursuant to the project rule PNM34082674.

**4.12** The Contractor shall elaborate the Project of assembly management (PAM) and the Technological Procedure (TP) for individual parts of the contractual performance in which the Contractor will apply safe work and technological procedures. The Contractor is obliged to submit PAM and TP to SE for authorisation. Verification of applying safe work and technological procedures will be performed by SE's authorised person (design documentation coordinator, authorised by SE for this activity according to governmental decree no. 396/2006 Coll.). The Contractor shall inform in advance SE about any change in technological execution of performance and any change in its documentation.

**4.13** If needed the Contractor will allow access to its workplace for a rehearsal of an emergency event.

**4.14** Contractor shall equip their workers with necessary personal protective work means (PPWM) and ensures their use at least in the extent as required by SE, i.e. a helmet with a fixation strip according to EN 397, a reflective vest or reflective clothing, safety goggles in accordance with EN 166, EN 169, EN 170, safety footwear in accordance with STN EN ISO 20345: in the design at minimum S3 and ensure their usage; the work clothing (on site – clothing with reflective elements, eventually also a reflective vest), in the technological areas in antistatic version meeting the requirements of EN 1149- 5. If the requirements for other prescribed PPWM need to be complied with in order to execute performance, the Contractor shall ensure that those PPWM are allocated and used in addition to the minimum requirements of SE.

Contractor's employees shall have a visible name and logo of the Contractor and sub-supplier they work for, on their working clothes. The marking has to be distinctive and permanent. Unless the workers use work clothing to carry out the performance, the Contractor shall provide such employees with a visible identification of the Contractor's and subcontractor's name and logo on a label to be placed on a visible place.

***In case of a proved breach of the principles of using protective helmets or required personal protective tools, SE may claim a contractual penalty amounting to EUR 1,700 for each case.*** In case of repeated breach by the same worker, such worker shall be included in the database of undesirable persons and shall be banned from entry to MO 34 premises for a period of 12 months from the breach.

**4.15** The Contractor is obliged to monitor current correlation of works with the adjacent construction sites/workplaces and to ensure mutual provision of information about the impending risks between the these construction sites/workplaces through SE's safety coordinator (see article 4.11.). The information must be handed over in a provable way.

**4.16** The Contractor is obliged to manage participation of the competent employee at the regular meeting of the Construction Managing Bodies (Coordination Group for Safety at Workplace, Joint Coordination Group). The Contractor is obliged to fulfil tasks assigned at the coordination group meetings and provide all the relevant data related to Occupational Health and Safety upon SE's request.

**4.17** During works, the Contractor shall observe the procedures in accordance with regulations, standards, decrees, and law related to Occupational Health and Safety, including the PAM, technological procedures and technological discipline.

**4.18** The Contractor is obliged to fulfil their reporting duty in case of an extraordinary situation (injuries, fires, emergencies, etc.) towards the competent state administration authorities and to inform SE immediately (within 30 minutes) in order to perform an objective investigation and apply preventive measures. In case of an injury if the affected employee could not undergo an alcohol test, the Contractor is obliged to arrange such a test is carried out as soon as possible. The Contractor shall submit a record thereof to SE without any delay.

Similar procedure shall be also applied for announcing and investigating near-misses. Contact person on behalf of Contractor and SE for reporting events and near-misses, the responsibility and competency of individual participants in investigation and application of corrective measures have to be stated in the Safety Plan.

***The Ordering party may claim a penalty for the failure to report an emergency event (injury, dangerous events, accidents, etc.) by Contractor, amounting to EUR 1,700.***

**4.19** The Contractor is obliged to provide all relevant data on an emergency event or a near miss necessary for elaboration of a Root Causes Analysis. In case of identifying of a discrepancy of the Contractor with the safety management system, the Contractor shall solve the discrepancy immediately.

**4.20** The Contractor is obliged to provide source documentation for elaboration and update of initial training materials on OH&S and to participate actively in evaluating the effectiveness of the trainings.

**4.21** The Contractor is obliged to obey the order and interrupt the contractual performance which is issued by SE's authorised person, or a person authorised by SE, safety technician or a fire prevention technician due to a risk to operation, health and life of persons, or if there is a risk to property until revoked. SE's authorised person who issued such an instruction is obliged to make a record of it in the Book/Diary. Should an employee of SE issue an order for suspending contractual performance due to reasons of the Contractor, any potential delay in the performance shall not be considered a delay caused by SE.

#### **4.22 Contractual Penalties for OH&S and FP Violation**

***Provable violation of legal regulations and rules on OH&S and FP by the Contractor will entitle SE to claim contractual penalty from the Contractor amounting to:***

- a) EUR 400 for individual case, if the violation is not classified as serious or very serious pursuant to the Annex no. 1 to SSTC;***
- b) EUR 500 in case of a serious violation pursuant to the Annex No. 1 to SSTC, for individual case;***
- c) EUR 1,000 in case of a very serious violation pursuant to the Annex no. 1 to SSTC, for individual case.***

***If the state administration body imposes a sanction against SE for such breach, the Contractor undertakes to pay it in full extent within 15 days from their invoicing by SE.***

***In case of the violation of legal regulations and rules on OH&S and FP by the Contractor, resulting in registered or fatal work injury of a SE worker, Contractor's worker or a worker of third party, SE is entitled to claim contractual penalty from the Contractor amounting to EUR 1,700 for each and every case. If the state administration body imposes a sanction against SE for such breach, the Contractor undertakes to pay it in full extent. At the same time the Contractor undertakes to pay the provable damages to SE in full extent within 15 days from their invoicing by SE.***

***For breaching of legal regulations and rules on OH&S by the Contractor's employee, SE may request the Contractor to ensure that such employee attended additional special OH&S***

***trainings.***

***The parties shall consider a provable violation of legal regulations and rules on OH&S and FP by Contractor for a material violation of the Contract, with a possibility for immediate withdrawal from the Contract.*** Examples of serious and very serious violations of occupational safety are stated in Annex no. 1 to SSTC herein.

#### **Fire Protection (FP)**

**4.23** The Contractor is fully responsible for FP at the workplace taken-over by them.

***For a provable breach of legal regulations by the Contractor resulting in fire, SE may claim a contractual penalty amounting to EUR 1,700 for each and every case. The Contractor undertakes to reimburse any provable damages suffered by SE, including sanctions imposed by the state bodies resulting from breaching of regulations on securing FP by the Contractor, within 15 days from their invoicing by SE.***

**4.24** Providing that there is more than one organisation working simultaneously at the workplace, the Contractor will be obliged to coordinate FP as a part of its supply. The Contractor shall appoint authorised persons - safety coordinators.

**4.25** In order to perform subject-matter of the Contract, the Contractor is obliged to apply an efficient Fire prevention system at their workplace. In case of meeting the prerequisite stated in article 2 herein and also coordination of Fire prevention, it has to be demonstrated by Fire Prevention Plan. When elaborating Fire Prevention Plan, the Contractor will use applicable requirements from the MO34/1/MNA-003.00-02 Instructions for elaboration of the Integrated Safety Plan for the Construction Site/Workplace. The Contractor shall submit the Fire Prevention Plan to SE for approval not later than 7 work days before the date of taking-over of the workplace.

***In case of failure to submit the Safety Plan to SE within the given deadline, SE will be entitled to claim the contractual penalty from the Contractor amounting to EUR 1,000.***

**4.26** SE will manage coordination among individual Contractors on site via coordinators authorised by SE in accordance with POV (Coordination group for safety on site). Documentation elaborated by SE's coordinators and their instructions when coordinating the activities shall be binding for the Contractors.

**4.27** The Contractor shall allow an unlimited access to SE's safety coordinators and persons authorised for this activity in SE to its workplace for the purpose of checking compliance with fire prevention rules at workplace in accordance with the current legislative rules and documentation issued by SE in the field of fire prevention coordination. Examination of Contractor's fire prevention management system as well as inspection of the personnel, technical, material, and organisational prerequisites for performance of the



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contractual subject-matter from the aspect of the fire prevention may also be the Coordinator's subject of inspections.

**4.28** If needed the Contractor shall allow access to their workplace for a rehearsal of a fire-fighting intervention.

**4.29** The Contractor will be obliged to monitor current correlation of works with adjacent construction sites/workplaces and to ensure mutual provision of information about the impending risks between the construction sites/workplaces by means of the safety coordinator. The information shall be handed over in a provable way.

**4.30** The Contractor is obliged to manage a competent employee to attend the regular meetings of steering bodies of construction (Coordination group for safety on site, Joint coordination group). The Contractor is obliged to fulfil tasks given at the meetings of coordination groups and to provide all any relevant data upon request of SE.

**4.31** During the execution of works, the Contractor shall proceed in compliance with the regulations, standards, decrees, and laws pertaining to FP including the technology procedures and technology discipline.

**4.32** The Contractor shall observe the notification duty towards the competent state authorities in case of fire occurrence.

**4.33** The Contractor is obliged to inform without any delay SE about occurrence of any emergency event (fire) and to allow SE to participate in objective investigation and to apply corrective actions. Similar approach shall be applied to notification and investigation of near-misses. Contractor's and SE's contact persons for reporting events and near-misses and for responsibility and competency of individual participants in investigation and application of corrective measures have to be stated in the Fire Prevention Plan.

***SE may apply a penalty for failure to report an emergency event (fire) by Contractor, amounting to EUR 1,700.***

**4.34** The Contractor is obliged to provide all the relevant data on an emergency event or a near miss necessary for elaboration of a Root Causes Analysis. In case of identifying of a discrepancy of the Contractor with the safety management system, the Contractor shall solve the discrepancy immediately.

**4.35** The Contractor is obliged to provide source documentation for elaboration and update of initial training materials on FP and to participate actively in evaluating the effectiveness of the trainings.

**4.36** In case of fire and its subsequent liquidation by the fire-fighting units using their extinguishing equipment, providing that the fire was caused by the Contractor, the Contractor undertakes to reimburse any costs connected with fire fighting in 15 days from invoicing the costs by SE.

**4.37** For the purpose of preventing fire pursuant to Act no. 314/2001 Coll. and Decree no. 121/2002, the Contractor is obliged to:

- a) Secure preventive fire inspections in the premises and areas handed over to themselves and to remove any detected shortcoming;
- b) Ensure fulfilment of measures for fire prevention in places with higher risk of fire;
- c) Arrange that the taken-over objects and workplaces are equipped with hand-held fire extinguishers;
- d) Identify places with higher risk of fire occurrence and to mark them with respective orders, bans, and instructions;
- e) Arrange trainings and checking of knowledge on fire prevention;
- f) Elaborate, keep the fire prevention documentation and to maintain it in accordance with the actual status;
- g) Allow the authority performing state fire regulation, the municipality, and SE the access to the premises and places consigned to the Contractor for the purpose of performing duties in the field of fire protection, providing required documents, fire prevention documentation, and related source documentation and information;
- h) Fulfil measures for elimination of discovered shortcomings imposed by the authority performing state fire regulation, by municipality or SE within the terms given by them;
- i) Ensure regular checks of fire-technical, technical, and technological equipment and means of the protection against fire;
- j) Have at their disposal the fire-technical characteristics of products and substances, and the principles of their safe usage and storage;
- k) Safeguard that the intervention of fire-fighting units is not impeded in objects and premises consigned to the Contractor;
- l) Observe the requirements of fire prevention when storing, placing, and handling combustible substances;
- m) Prior to the start of the assembly works of the fire-technical equipment, to submit the certificates of conformity of products and equipment to the Ordering party in accordance with the current legislative rules;
- n) Prior to assembly works of the structural elements securing fire protection, to submit the document on fire-technical characteristics;
- o) Manage engineering and assembly of the fire-technical equipment only by persons with special professional competence in accordance with the current legislative rules;

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**4.38** The Contractor is obliged to identify all containers holding flammable substances, heavy heating oils, vegetable and animal fats, and oils pursuant to Slovak Interior Ministry Decree no. 96/2004 Coll. and containers holding flammable gases and combustion supporting gases pursuant to Slovak Interior Ministry Decree no. 124/2000 Coll. which are placed in the Contractor's workplace.

**5 Environmental Protection****5.1 Handling Chemical Substances and Chemical Mixtures**

**5.1.1** The Contractor shall treat chemical substances (CHS) and chemical mixtures (CHM) pursuant to Act no. 67/2010 Coll., on conditions for launching chemical substances and chemical mixtures on the market as amended and Act no. 261/2002 Coll. on prevention of severe industrial accidents as amended and EC Regulation no. 1907/2006 concerning the registration, evaluation, authorization, and restriction of chemicals (REACH) and the EC Regulation no. 1272/2008 on classification, labelling, and packing of substances and mixtures (CLP).

- a/ The Contractor is obliged well in advance before starting the performance of the Contract's subject to submit to the authorized person of SE a list of CHS and CHM they will use during their activity in the premises of SE (at least 14 days before delivery of chemical substances and mixtures to the workplace). The Contractor shall submit the Material Safety Data Sheet (**MSDS**) for the chemical substances and chemical mixtures which has to be available on the Contractor's workplace; upon request the Contractor shall notify on the pre-registration or registration numbers of CHS and CHM in line with REACH regulation. SDC shall be in the Slovak language. Upon request of SE, the Contractor is also obliged to submit the technical sheet of CHS and CHM, instructions for use and the technological procedure for the work with the respective CHS and CHM.
- b/ The Contractor is allowed to use only the CHS and CHM included in the list of CHS and CHM permitted for the use at SE. The list of CHS and CHM permitted for the use at SE shall be provided to the Contractor on demand by the SE's authorized person. The Contractor shall have the right to ask for approval and incorporation of CHS and CHM used by them into the mentioned list only via the technical supervision of SE or via the authorized person that will further proceed in line with an internal managing regulation for Management of Chemicals. In addition to MSDC the Contractor shall also submit to SE the additional data proving the selected critical parameters of CHS and CHM for that purpose.
- c/ SE has the right not to approve the usage of a CHS or CHM of the Contractor, if there is a suitable equivalent or there is a risk that using it

could jeopardize the environment or could cause problems during the disposal.

- d/ Packages of all CS and CC used by the Contractor have to be marked by safety symbols and descriptive labels in the Slovak language in line with the legislation in force.
- e/ If the Contractor uses other CHS and CHM than agreed, or their packages are not marked with safety signs and descriptive labels, SE shall have a right to suspend or completely block the contractual performance of the Contractor.
- f/ The Contractor is obliged to inform SE, with the specified periodicity (at least on a monthly basis) and in the form specified by SE, about the quantities of the CHS and CHM stored.

**5.1.2** The Contractor shall, in connection with the performance, allow the qualified personnel of SE (Environmental Department) to carry out inspection on handling with CHS and CHM in order to verify correctness of the used procedures.

***If the Contractor fails to submit a list of CHS and CHM they will use during their activity in the premises of SE or if they use not approved CHS and CHM, SE is entitled to claim contractual penalty from the Contractor amounting to EUR 1,000. According to the provision of Article 6.1 herein breaching of duties by the Contractor will be considered for a substantial breach of the Contract; giving the possibility for immediate withdrawal from the Contract.***

**5.2 Waste Handling**

**5.2.1** The Contractor is obliged and undertakes to handle the waste in compliance with Act no. 223/2001 Coll. on Waste as amended:

- a/ To prevent and reduce adverse impacts of waste production and dispose waste in accordance with the hierarchy of the waste management.
- b/ When performing contracting activity related to the generation of waste, to observe the instructions of the relevant technical supervision of SE in line with the internal management regulations valid and applicable to waste in the respective power plant.
- c/ To collect waste sorted out according to the waste types and secure them against degradation, theft or other undesired acts; the premises for the collection of waste shall be assigned to the Contractor by SE (relevant technical supervision),
- d/ To collect separately dangerous waste according to its classification, label them in the prescribed way (waste name, graphic symbol of hazardous characteristics and waste identification sheet.), to protect the place of collection of hazardous waste against leakage of contaminants into the soil, water and air.

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- e/ SE is both the originator and holder of wastes generated during the service, cleaning or maintenance work performed at SE plants.
- f/ If the subject of the Contract includes also the Contractor's commitment to recover or dispose the waste, the Contractor shall submit well in advance, before starting performance of the Contract, to the Environmental Department of SE a copy of their own authorisation to recover or to dispose the waste, or the copy of the organisation that will perform the activity for the Contractor. If the Contractor performs processing and recycling of used batteries and accumulators, recovery or disposal of waste oils, waste processing from electrical and electronic equipment, they must submit also authorization for performance of this activity, so called authorization granted by the Ministry of Environment of the SR. If hazardous waste is handled and/or transported from SE to the place of recovery or disposal of the Contractor's waste, the Contractor has to submit the copy of valid approval for the disposal and/or transport of hazardous waste as well. Before expiration of the licenses and/or approvals and/or decisions and/or authorizations stated under the article herein, the Contractor shall submit well in advance to the Environmental Department of SE, the copies of newly issued documents by the relevant waste management state authorities during the whole period of duration of the contractual relationship.
- g/ In line with Act on Wastes, due to execution of civil and demolition works and construction, maintenance, reconstruction and demolition of roads by the Contractor, the Contractor becomes the waste producer with exception of the scrap iron, non-ferrous metals and parts of wastes specifically determined by SE, including wastes which is suitable for further use in household.
- h/ The Contractor shall inform SE on monthly basis and within 5 days after completion of the performance about the way of elimination of generated waste, stating the catalogue waste number, its quantity, name of the authorized person who took over the waste for recovery or disposal, date of transportation of the waste from the premises of the power plant, code of waste handling and copies of carriage notes of hazardous waste. SE takes the right to specify the extent and form of documentation needed for proving the method of disposing with the generated waste.

The Contractor shall in connection with the performance allow the qualified personnel of SE (Environment Department and technical supervision of SE) to carry out inspection of handling with waste in order to check correctness of the used procedures.

The contracting parties will consider breach of the obligations pursuant to this provision by the Contractor as a material breach of the Contract giving

the possibility of immediate withdrawal from the Contract.

**5.3 Handling of Hazardous Substances, the Earth Ozone Layer Depleting Substances by Fluorinated Greenhouse Gases.**

**5.3.1** In its activity, the Contractor is obliged to handle the hazardous substances (oil products, chemicals, etc.) pursuant to requirements of the Act no. 364/2004 Coll. on waters as amended in way avoiding water endangering and pollution, to prevent of extraordinary deterioration or endangering of water quality; in case when Contractor's activities result in pollution of surface or underground water, the Contractor shall report this fact to SE without any delay and take measures necessary for prevention of further deterioration of water quality.

**5.3.2** During their activity the Contractor shall handle:

- The ozone layer depleting substances in compliance with current wording of Act no. 321/2012 Coll. on Earth's ozone layer protection and (EC) Regulation no. 1005/2009 on substances depleting ozone layer;
- with fluorinated greenhouse gases in accordance with Act no. 286/2009 Coll. as amended.

**5.3.3** The Contractor may use organic solvents only pursuant to regulations of the Decree of Ministry of Environment of the SR no. 358/2010 Coll., as amended, defining emission limits, technical requirements, and general conditions for sources and equipment using organic solvents.

**5.3.4** The Contractor is obliged to store hazardous substances in the areas specified for it by SE or in its own, for the purpose created rooms on site after a previous consent of SE.

**5.3.5** The Contractor is obliged to ensure sufficient scope of emergency tools to localise potential leakages of used chemical substances and chemical mixtures.

**5.3.6** The Contractor is obliged to operate and maintain the devices, equipment and machines in such technical condition that minimises then risk of damaging the environment. If a discrepancy is detected, the Ordering Party shall be entitled to suspend their operation or order their displacement from the premises.

**5.3.7** On the quarterly basis the Contractor is obliged to submit the stock-taking of used hazardous substances and selected hazardous substances in accordance with Act no. 364/2004 Coll. and Act no. 261/2002 Coll. SE takes the right to change the periodicity of stock-taking.

**5.3.8** Providing that there is more than one organisation working simultaneously at the workplace, the Contractor is obliged to coordinate safety from the aspect of the environmental protection. The

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Contractor shall appoint authorised persons - safety coordinators.

**5.3.9** In order to perform subject-matter of the Contract, the Contractor is obliged to apply an efficient environmental management system at its workplace. In case of meeting the prerequisite stated in the previous article herein and also environmental coordination system, it has to be demonstrated by Environmental Protection Plan. When elaborating Environmental Protection Plan, the Contractor will use applicable requirements from the MO34/MNA-120-02 Instructions for elaboration of the Integrated Safety Plan for the Construction Site/Workplace. Prior to start of the work the Contractor shall define the environmental impacts that could occur as a result of their activities. Based on the defined environmental impacts the Contractor shall prepare a list of environmental impacts (in form of a register of the environmental aspects related to the subject of the Contract performance) within the Environmental Protection Plan and shall propose the tools for their management. The Contractor is obliged to update continuously the respective register of the environmental aspects. The Contractor shall submit the Environmental Protection Plan to SE for approval not later than 7 work days prior to the date of taking-over of the workplace.

***In case of failed submitting of the Environmental Protection Plan to SE within the given deadline, SE will be entitled to claim the contractual penalty from the Contractor amounting to EUR 1,000.***

**5.3.10** Providing that the Contractor fails to submit the Environmental Protection Plan or updated register of environmental aspects, SE is entitled to suspend works and to ask for fulfilment of the commitment. If the works are suspended due to this reason, the Contractor cannot impose any sanctions on SE nor exercise any claim from SE.

**5.3.11** SE provides coordination among individual contractors on the construction site by safety coordinators authorised by SE in accordance with governmental decree no. 396/2006 Coll. on minimum safety requirements for a construction site. Documentation elaborated by SE's coordinators and their instructions when coordinating the activities will be binding for the Contractors.

**5.3.12** The Contractor will allow an unlimited access to SE's safety coordinators and persons authorised for this activity in SE to their workplace for the purpose of checking compliance with environmental protection principles at workplace in accordance with the current legislative rules and documentation issued by SE in the field of environmental protection coordination. Examination of Contractor's environmental protection management system as well as inspection of the personnel, technical, material, and organisational prerequisites for performance of the contractual subject-matter from the aspect of the environmental protection may

also be the Coordinator's subject of inspections. SE's coordinator or a person appointed by SE for the inspection activity may apply the yellow/red card system in accordance with the rule for the project PNM34082674.

**5.3.13** If needed, the Contractor will allow access to their workplace for a rehearsal of an emergency event (liquidation of the ecological accident).

**5.3.14** The Contractor will be obliged to monitor current correlation of works with adjacent construction sites/workplaces and to ensure mutual provision of information about the impending risks between the construction sites/workplaces by the safety coordinator. The information shall be handed over in a provable way.

**5.3.15** The Contractor is obliged to secure a competent employee to attend the regular meetings of the Construction Managing Bodies (Coordination Group for Safety at Workplace, Joint Coordination Group). The Contractor is obliged to perform tasks assigned at the coordination groups meetings and provide all relevant data related to environmental protection upon SE's request.

**5.3.16** During works, the Contractor shall observe the procedures in accordance with regulations, standards, decrees, and law related to environmental protection, including rules of the project, PAM, technological procedures and technological discipline.

**5.3.17** The Contractor in cooperation with SE will observe its notification duty towards the relevant state authorities in case that an emergency event occurs (ecological accident, severe industrial accident, etc.).

**5.3.18** The Contractor is obliged to inform SE without any delay about occurrence of any emergency event (ecological accidents, severe industrial accidents, etc.) and to allow SE to participate in objective investigation and to apply corrective measures. Similar procedure shall be also applied for reporting and investigating extraordinary events. Contact person on behalf of Contractor and SE for reporting an extraordinary event, the responsibility and competency of individual participants in investigation and application of corrective measures have to be stated in the Environmental Protection Plan.

**5.3.19** The Contractor is obliged to provide all the relevant data on an extraordinary event necessary for elaboration of a Root Causes Analysis. In case of identifying any discrepancy in the environmental protection management system of the Contractor, the Contractor shall solve the discrepancy immediately.

**5.3.20** The Contractor is obliged to provide source documentation for elaboration and update of initial training materials on environmental protection and to participate actively in evaluating the effectiveness of trainings.

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#### 5.4 Liability for Sanctions Imposed by the State Environmental Protection Authority and Compensation of Damage

***SE is entitled to apply a penalty for the failure to report an extraordinary event (ecological accident, severe industrial accidents, etc.), amounting to EUR 1,000.***

***In case of a threat to the environment by the Contractor, the Contractor shall be responsible for elimination of the cause, consequence, and any potential financial compensation of the full extent of damages within 15 days from their invoicing by SE.***

***In case that a state environmental protection authority claim sanctions from SE for the detected damaging of the environment or in case of violation of the environmental rules in SE's area by Contractor's workers, the Contractor undertakes to compensate the damage in full extent within 15 days from its invoicing by SE.***

***Violation of environmental rules in SE's area by Contractor's workers will entitle SE to claim contractual penalty from the Contractor amounting to EUR 1,700 for each violation case. Violation of the obligation according to this provision by the Contractor will be considered as a material breach of the Contract by the contracting parties, giving the possibility of immediate withdrawal from the Contract.***

#### 6 Conditions of Contractual Performance and Technical Equipment of the Contractor

##### Common Provisions

**6.1** The Contractor shall hold respective valid authorizations relevant to the subject of Contract performance pursuant to legal requirements of the Slovak Republic. Contractual performance may be carried out by professionally capable workers only. All the Contractor's authorisations and certificates of professional competence of their workers shall remain valid for the entire duration of the contractual relation. The Contractor's workers are obliged to carry the respective documents on site and to prove their health capability and professional competence upon request of SE.

***Failure to have valid authorizations and certificates of general, mental, health capability or professional competency by Contractor or their workers during execution of the contractual performance will be considered for material breach of Contract with the possibility of immediate withdrawal from Contract. SE will be also entitled to claim contractual penalty from the Contractor amounting to EUR 800 for each detected case.***

**6.2** The Contractor shall notify SE of each change – starting of works by a new worker, termination of

works by a worker, temporary or permanent change of Contractor worker's general, mental, health or professional capability of any Contractor's worker - in the form of a record in Diary or by a separate letter.

***In case of failure to report the changes specified in the article herein, SE will be entitled to claim the contractual penalty from the Contractor amounting to EUR 800 for each detected case.***

**6.3** SE reserves the right of unlimited inspection of validity of authorizations, certificates of professional capability, instructing of individual workers at any time during the contract execution. The Contractor has agreed with this inspection.

**6.4** Prior to accession to SE's workplace, the Contractor will take over the building site from SE (technical supervision), including the conditions of OH&S, it will be recorded in lines with MO 34 regulations. The protocol has to define clearly the borders of the construction site and the party who will be responsible for safety and tidiness of the construction site during the time when works are being performed.

**6.5** The Contractor undertakes to carry out works in accordance with conditions agreed in the PAM (Project of construction management) and to work out them into detailed procedures of construction and assembly - Project of assembly management. The Contractor undertakes to follow all the regulations to safeguard occupational health and safety at work, fire prevention, environmental protection, technical standard and legal regulation valid on the territory of the Slovak Republic and to comply with the agreed work procedures and technological discipline. The Contractor is obliged to specify and bears responsibility for usage of safe work and technological procedures, organisation of the contractual performance, marking of the workplace, clean and tidy workplace, safe conditions at workplaces, areas, roads, and social facilities taken-over from SE upon protocol.

**6.6** The Contractor is obliged to follow the valid rules and requirements for preparation, provision, and coordination of the contractual performance according to SE's instructions when executing contractual performance at operated unit during its operation as well as during the outage of the unit.

**6.7** The Contractor shall submit the approved Requisition to SE for the transfer of material through the gatehouse, containing a list of brought in and taken out unambiguously marked tools, measuring instruments, machines, devices and fixtures, work and protection means, binding means brought to the plant area along with the documents proving compliance with the requirements for quality of brought working and protective devices and equipment (certificates and other documents proving determined properties) prior to the initiation of the performance. The list shall be also used for inspection of taken out equipment after completion of the performance. It is strictly forbidden to use Contractor's own, at SE non-registered shorting

devices and conductors serving for putting the bus bars of electrical substations, conductors, cables and lines under the same potential and earthing.

***Breaching of the prohibition to use non-registered short-circuiting devices and conductors serving to set the phases into the same potential and their earthing in SE area will entitle SE to claim contractual penalty from the Contractor amounting to EUR 1,700 per each case of breaching.***

***According to the provision of the article herein breaching of duties by the Contractor will be considered for a substantial breach of the Contract; giving the possibility for immediate withdrawal from the Contract.***

**6.8** The Contractor is obliged to use only radio communication devices approved by SE, or devices operated by SE or by person authorised by it.

**6.9** The Contractor shall install the scaffolding for their works pursuant to § 55, section 1 of Decree of the Slovak Labour Inspectorate and Slovak Safety Office no. 374/1990 Coll. on work safety and safety of technical equipment at execution of construction works as amended. Only the groups of Contractor's workers may work on the scaffolding who carry out the particular contractual performance. Repair, modification of, intervention to scaffolding structure may be performed only by the scaffolding contractor's workers with relevant qualification. The Contractor shall observe conditions for scaffolding use defined by valid legal regulation. The scaffolding has to be built and marked in accordance with the valid STN. The Contractor shall perform all tests and inspections defined in technical standards, valid legal regulations and in the quality inspection and management project during execution of the contractual performance. Contractor will invite SE - the SE's technical supervision - to carry out the test and inspection 3 work days in advance; in case that it is needed by a body of the state technical supervision personally or through SE 5 work days in advance.

**6.10** The Contractor's authorized person shall continuously inform SE about the state-of-the-art of performance during inspection meetings and at management operative meetings organized by SE in accordance with the Project Rule "Managing and coordinating meetings during the construction" no. MO34/8/MNA 023.05-04.

**6.11** Contractor will take over from SE established staking-out network at workplace handover; Contractor bears responsibility for its protection and maintenance from this moment up to handover of the performance.

**6.12** Contractor shall execute performance on workplace in way preventing damaging of underground engineering networks and installations.

**6.13** The Contractor's workers are obliged to acquaint themselves with specified task prior to the

provision of the contractual performance and to participate in training before initiation of the contractual performance which are carried out by the authorised Contractor's worker who will make a record of it.

**6.14** The Contractor shall ask the Customer in writing for inspection of the contractual performance which will be covered, or will become inaccessible at least 2 days in advance or in deadlines according to the operations of the Working order when such a situation occurs. In case of work with austenitic steel, Contractor shall observe rules for stricter assembly and work with austenitic materials. The direct contact with carbon materials, polluted tools and devices or other polluted or polluting objects and substances, including protection during their storage have to be prevented when executing specific contractual performance. The workers shall be equipped with work clothing and shoes without any metal components made of carbon materials and not polluted by these materials. The workers are not allowed to touch the austenitic steel with unprotected parts of their bodies. When storing and executing contractual performance with austenitic steel, it is prohibited to use PVC products or products made of other plastic materials containing chlorides.

**6.15** During commissioning of the Work into operation, at the units under operation, it is possible to carry out the contractual performance against the prepared work orders and the safety orders issues for them.

**6.16** The Contractor is obliged to observe the conditions for safety of the contractual performance stated in the following safety orders:

- "R" order for contractual performance in environment with increased risk of received ionizing radiation dose;
- "A" order for contractual performance on automatic control systems of protection and safety of nuclear power plant objects - AKOBOJE;
- "ZP" – blocking order to block machinery for safe execution of performance;
- "PO" permit for contractual performance with increased fire risk;
- "M" order for contractual performance with increased risk at handling with the Instrumentation and Control systems - I&C systems and electric protections and automation.

Safety orders mentioned above shall be issued by SE as a part of the site facility preparation system for safe execution of the contractual performance. Contractor shall not be entitled to initiate performance without mentioned safety documents and without consent of the SE's authorized person.

#### **Assembly / Construction Logbook/ Service Book / Service Account**

**6.17** Assembly (Construction) logbook is kept in

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lines with Act 50/1976 on zone planning process and building code as amended and in accordance with the SE internal regulation, the Methodological Guide no. MO34/8MNA-023.05-01. The Contractor shall keep an Assembly/Construction Logbook/Service book/Service account (hereinafter referred to as the Logbook) according to the type of provided contractual performance. Where the Contractor fails to keep the Logbook from a day of the workplace/site takeover, this fact will be considered as a substantial breach of the Contract.

**6.18** The Contractor shall bring the Logbook on the workplace at the beginning of performance, the same shall also manage its registration by an SE's authorised person. The pages in the Logbook shall be numbered, any impaired page shall remain in the Logbook – it cannot be pulled out. The Logbook shall be permanently accessible on the workplace during the working hours and constantly available to SE. The Contractor shall submit the records in the Logbook for signing to SE on daily basis.

**6.19** Contractor's authorized person shall record the following facts to the Logbook from the date of site or workplace overtaking:

- Daily statement of the nominal list of its workers present in the performance on the workplace;
- Daily statement of the work completed that is required in accordance with the Contract; The list shall contain the unit of measure and the number of units pursuant to the Contract with a clear identification of performances for individual jobs executed, along with the information about the place of performance unless the place is defined by the Contract from the SAP system;
- Daily information about any problem with performance and decisive circumstances related to performance and on occurrence of any event preventing or hindering execution of performance due to a delay or prolongation of the Performance period;
- Opinions and statements to SE's requirements, namely within 3 work days after recording a requirement; otherwise, it will be considered as their approval with SE's record;
- Opinions on SE's requirements beyond the scope of performance agreed in the Contract;
- Takeover of the special fixtures borrowed (binding fixtures, special tools, etc. - date and scope);

**6.20** SE's authorised person shall record the following in the Logbook:

- The record on initial training of Contractor's workers on the workplace containing the signatures of both contracting parties;
- Record on workplace/site handover to the Contractor for the purposes of performance;
- The scope of work and performance required from the Contractor or a reference to other record defining the scope/performance in accordance with the subject of the Contract; Any and each change of the scope shall be recorded in writing in accordance with the Contract.
- SE's opinions to the Contractor's requirements within 3 work days after recording a requirement; otherwise, it will be considered as its approval with Contractor's record;
- The check of performance and of the compliance with the provisions of the Contract at least once in two days;
- Confirmation with a signature about borrowing of special fixtures (binding fixtures, special tools, etc.);
- Confirmation with signature about material fulfilment of the contractual performance.

**6.21** If SE records a detected shortage into the Logbook, the Contractor shall eliminate the shortage in the term defined therein. If the Contractor fails to do so, SE is entitled to order an interruption of the contractual performance until the remedy of the shortcoming.

**6.22** The Contractor shall prepare an Inspection protocol needed for making breakdown of costs to individual orders for invoicing. The documents shall be attached to the invoice for the performance carried out.

**6.23** The duty to keep the Logbook shall elapse on the date of handover and takeover of properly executed Performance by mutually signed Handover and Take-Over Minutes/ Protocol or on the date of removal of all defects stated in the Handover and Take-Over Minutes / Protocol. The duty to keep the Logbook in the place of work performance by SE shall not apply to the design work.

#### **6.24 Common Provisions on General Requirements for Documentation**

**6.25** Providing that elaboration of the design and technical documentation and/or contractual technical documentation is the subject matter or a part of the performance, in accordance with the Contract, the Contractor shall follow the requirements defined in the technical assignment to be received from SE when preparing documentation.

**6.26** The Contractor shall prepare the design, technical and/or contractual technical documentation in compliance with generally binding valid legal

regulations and valid standards (STN 01 31 60 – Technical drawings – modifications of drawings, etc.). The documentation shall be prepared individually for each elementary subsystem (DPS) or structure (SO).

**6.27** Source technical documentation used by the Contractor for preparation of design, technical and/or contractual technical documentation shall be a copy of the reviewed Basic Design approved by NRA SR (building regulatory authority) from 2008, the original detailed design of individual structures (SO) or DPS, contractual technical documentation of the delivered equipment, documentation of the respective detailed designs prepared during review of the Basic Design and any other documentation in accordance with the Technical Specification. The Contractor shall prepare and deliver the documentation in accordance with the structure and method of the source documentation marking. In case that a controlled copy of documentation was provided, the Contractor shall return it to SE after its studying.

**6.28** The Contractor shall base preparation of its design, technical and/or contractual technical documentation on the existing code list SO/PS/DPS provided by SE and valid in the relevant SE plant.

**6.29** The Contractor shall submit the design, technical and/or contractual technical documentation in written form together with list of drawings divided into individual packets in the contractually agreed amount of sets and in term contractually agreed. A list of documentation prepared in the form of a protocol on documentation checking shall be a part of the project. In this list, every document shall be defined as a separate item. A document is understood as every text or drawing part of the design documentation with its own stamp in the corner or a dereference number of the document. SE shall provide the form and template for filling in the protocol. Details of the method of delivery and take-over of the documentation are further provided in the internal regulations of MO34.

**6.30** The Contractor shall submit an elaborated design, technical documentation during the execution of Performance to SE in accordance with the agreed time-schedule; the contractual technical documentation and as-built documentation shall be delivered when handing-over the subject-matter of the performance. Each document shall contain legible name and signature of the authorised person responsible for the documentation submitted, proving that it is in accordance with contractual performance, date and stamp of the organisation which carried out the performance. The as-built documentation shall contain the stamp of the factual completion, legible name and signature of the authorised person responsible for the documentation submitted, proving that it complies with as-is situation of the Work. The as-built documentation (DSV) shall state the relations to valid archive documentation set by means of relevant references on the drawings or in a form of a drawings list related to as-built-documentation drawings in the archives. The drawings of the as-built documentation shall contain whether the drawing changes or supplements or

replaces the original drawings or whether it is a new piece of as-built documentation.

**6.31** Contractor shall submit the hard-copy and its electronic form in formats used by SE. Graphic files in formats \*.DWG, \*.DXF, \*.DGN, text or table documents in formats \*.DOC, \*.XLS, \*.MDB and \*.PDF or other agreed form. All the documentation delivered by the Contractor in electronic form will be stored on a non-erasable medium. Each medium will be accompanied by a Hand-over protocol signed by the contractual parties confirming the compliance of the hard-copy with the digital copy.

**6.32** Contractor's failure to meet deadlines for submission of fair copies of individual documentation forming a part of the subject of Contract (e.g. Detailed design, Contractual technical documentation, As-built documentation, Project of assembly organisation, Technological procedure for construction and installation works, Commissioning project, Operational regulations, Regulations on maintenance and repairs, Time schedule for Contract/Work performance, etc.) will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 150 for each document and for each day of delay.

## **7 Counter-performance by SE**

### **Provisions Concerning Facilities on the Construction Site**

**7.1** In accordance with POV, SE shall provide the Contractor with needed media (electricity, heat, drinking water, fire-fighting water, sewage system) at its own costs, in order to perform work and related activities on the construction site. Providing that wasting of the media is detected, SE will approach their adequate regulation. Contractor's appliances or equipment have to comply unconditionally with defined legislative requirements.

**7.2** SE, at its own costs, will provide the Contractor with offices, workshops, and storage premises, and places in the extent agreed in POV. The Contractor undertakes to use these premises only for the purposes of performing works and activities related to this Contract.

**7.3** According to the extent agreed in POV, SE shall provide, at its own costs, Changing room services in the building Changing rooms I or Changing rooms II in the extent agreed in POV with a possibility to exclude Contractor's workers breaching the operational rules of the changing rooms.

**7.4** SE will allow access of the Contractor's workers to the canteens and buffets and allow them consumption of meals at full price.

**7.5** SE, at its own costs, will allow the Contractor's workers to use the site shuttle transport service organised by SE.

## **8 Emergency Readiness**



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**8.1** Contractor who will perform works for completion of units 3 and 4 (in the premises of location 1 and 11) must proceed in line with all generally binding legal regulations and internal regulations of the SE relating to emergency readiness.

**8.2** Contractor is obliged to prepare Contractor's emergency plan complying with the preliminary internal emergency plan for MO34 and SE's Integrated safety plan. The scope and contents of the emergency plan is given in the Project Rule MO34/1/MNA-120.02 Instructions for elaboration of the Integrated Safety Plan for the Construction Site.

**8.3** The Contractor is obliged to establish their emergency group, which, in case of a radiation event on nuclear installation in EMO units 1 and 2 or any other emergency situation, will control the activities on the defined gathering places in line with the preliminary internal emergency plan for MO34, contractor's emergency plan and to follow the instructions of MO34 emergency group. This duty shall apply to major contractors specified by the head of MO 34 emergency response.

**8.4** In case of an event on nuclear installation in EMO units 1 and 2, Contractor's workers, including workers of all of their sub-supplying entities, are obliged to perform their activities in line with the internal emergency plan of the nuclear installation, the preliminary emergency plan for MO34, contractor emergency plan and to follow the instructions of MO34 emergency group.

**8.5** Contractor is obliged to arrange training and trial cooperation of respective jobs of Contractor's emergency group with MO34 emergency group.

**8.6** The Contractor is obliged to ensure participation of their employees in planning and execution of the site training simulating an event at a nuclear installation in EMO units 1 and 2 within the extent of members of contractor's emergency group.

**8.7** The Contractor is obliged to arrange sufficient number of individual protection means for workers (in addition to the prophylactics) complying with requirements of the Contractor emergency plan and preliminary internal emergency plan for MO34 within the extent and structure defined by the head of MO 34 emergency response organisation.

**8.8** The Contractor is obliged to provide communication lines between the Contractor emergency group and MO 34 emergency group.

**8.9** Contractor is obliged to arrange training of their workers, including workers of all of their sub-supplying entities on supplier emergency plan and preliminary emergency plan for MO34 (if revised and updated) in accordance with the requirements of MO34 and to provide MO34 with copies of provable documents from such training.

**8.10** The Contractor is obliged to carry out ordered evacuation of all their workers, including workers of all of its sub-supplying entities from Mochovce site

complying with the instructions of Emergency Response Organisation in EMO and MO34 emergency group using the individual transport means and evacuation vehicles included in the preliminary emergency plan of MO 34 and internal emergency plan of EMO.

**8.11** The Contractor is obliged to accept control activities of MO34 for the area of emergency planning and awareness.

**8.12** The Contractor is obliged to compensate SE for all provable damages caused by the activities of contractor or its sub-supplying entities leading to emergency situations.

**8.13** *SE may claim a contractual penalty from the Contractor amounting to EUR 1,700 for each case unless an extraordinary event with the feature of emergency situation is provably reported.*

**8.14** The Contractor, to be carried out works at the unit under operation, is obliged to follow the general binding legal regulations concerning the emergency readiness.

## **9 Nuclear Safety**

**9.1** The Contractor, to be carried out works on classified equipment, is obliged to follow all the requirements and regulations concerning the nuclear safety in accordance with the requirements of Act no. 541/2006 Coll. on peaceful use of nuclear energy and respective regulations. The Contractor undertakes to observe organisation for safe work with nuclear installations.

*In case of breaching requirements for nuclear safety by Contractor and imposing sanctions to the responsible entity (SE) by the supervisory body, the Contractor shall pay the full sum of the penalty to SE in 15 days from its imposing.*

### **Safety Measures for Safe Work Execution in Open Primary Circuit of Nuclear Power Plant, Fuel Transport Pool, Spent Fuel Pool, and on Pressure Systems**

**9.2** The Contractor is obliged to comply with the basic nuclear safety conditions in nuclear power plant in order to prevent any disruption of cooling of fuel elements during all regimes of the construction and commissioning works when executing the contractual performance.

The Contractor shall prevent fall of any foreign object or parts of equipment, manipulators to the open installations of the primary circuit, fuel transport pool, and spent fuel pool when executing the contractual performance. Fall of the foreign object to open primary circuit installation may result in local and overall reduction of cooling, thus causing overheating of the reactor core or fuel damaging.

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**Recording of Persons and Checking of Contractual Performance on Reactor Postaments**

**9.3** The Contractor shall observe recording of persons and checking of contractual performance on the reactor postament, which is specially monitored area of nuclear installation. Stay of Contractor's workers and contractual performance on the postament of the nuclear installation is a controlled process managed by MO 34 personnel. Safety procedures and respective legal regulations have to be followed during the construction and commissioning works.

**Organisational Measures for Prevention of Fall of Foreign Objects to the Open Technology of Nuclear Power Plant**

**9.4** The Contractor undertakes to observe the measures preventing the penetration of foreign objects (FME) to open technology of the NPP during the work and to execute all the related contractual performances on the open NPP technology only based on work order and the agreed time schedule of works. ("SAP-N orders")

**9.5** In case of foreign object fall to open technology of the primary circuit, the Contractor shall inform SE's authorised person without any delay.

***SE may claim a contractual penalty from the Contractor amounting to EUR 1,700 for each case of detected absenting notification of the fall of foreign object to open primary circuit.***

**Use of Plastic Products (Foil) in the Controlled Zone (hereinafter referred as "CZ")**

**9.6** It is prohibited for the Contractor to use transparent (clear) and black foils and products made of them in the CZ. The Contractor is obliged to unwrap all the materials and spare parts, to be brought to the CZ, wrapped in transparent and black foils, and to leave the foils out of the CZ. It is allowed to use yellow polythene only in the area of the Controlled zone. It is forbidden to use the polythene of yellow colour in the technological area out of the Controlled zone; it is possible to use the polythene of other bright colour.

**9.7** It is forbidden to bring material or objects into the Controlled zone, which do not related to the work.

**10 Radiation Protection**

**10.1** The Contractor who will provide contractual performance in the area with ionising radiation (hereinafter referred to as the "IR"), shall follow the generally binding regulations:

- Act no. 355/2007 Coll. on protection, support, and development of the public health and on amendments to and alterations of certain acts;

- Governmental decree of the SR no. 345/2006 Coll. on basic safety requirements for the health protection of workers and the public against ionization radiation;
- Governmental decree of the SR no. 346/2006 Coll. on requirements for provision of the radiation protection of external employees exposed to risk of ionisation radiation during their work in the controlled zone;
- Governmental decree of the SR no. 348/2006 Coll. on requirements for provision of inspection of highly active emitter and abandoned emitters;
- Decree of the Slovak Ministry of Health no. 545/2007 Coll. stipulating the details of requirements to ensure radiation protection during activities leading to radiation and activities important in terms of radiation protection;
- Decree of the Slovak Ministry of Health no. 520/2007 Coll. stipulating the scope of requested knowledge for examination of professional competence, details about establishment and performance of examination committees of professional competence and the contents of certificates of professional competence;
- And internal regulations of SE in the field of radiation protection which the Contractor was acquainted with during the initial training.

**10.2** The Contractor may enter and perform contractual performance in the environment with IR and in CZ based on "Entry permit to the CZ".

**10.3** The Contractor shall cooperate at the issuance of "R" orders by means of the SE's authorized person pursuant to SE regulations. Contractor undertakes to follow:

- Rules of General Radiation Protection;
- Nuclear safety rules;
- Conditions for contractual performance in the Controlled zone;
- Provisions stated in "R" order and;
- Principles for granting of access to the Controlled zone.

**10.4** The Contractor shall prove the health capability of their workers working in the CZ on regular annual intervals and observe the rules for monitoring internal and external exposure.

**10.5** Contractor's workers shall submit a personal radiation card to the radiation protection unit prior to the initiation of work in controlled zone; if the worker does not have a permanent residence in the territory of the Slovak Republic, he shall submit a personal radiation card issued in the country of his permanent residence or any other similar document corresponding in its contents to the personal radiation card;

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- 15 days before starting the execution of the contractual performances, the list of workers appointed to act as the responsible managers of works – contractual performances in the "R" order. The Contractor's worker acting as manager of works is obliged to have experience from at least two outages in nuclear power plants.

Contractor's workers will undergo measuring of internal contamination on whole-body computer (hereinafter as "WBC") prior to issuance of the entry permit to the CZ and also after completion of the last work in the CZ.

**10.6** The Contractor shall provide the SE's radiation protection department the application for entry permit to CZ not later than 3 working days in advance together with list of doses of his workers for previous period in the following structure:

- dosage for the last 3 months;
- dosage for the last 12 months;
- dosage for the last calendar year;
- dosage for the last 5 years;
- dose for the entire life;
- confirmation and measuring results on WBC.

**10.7** Violation of radiation protection rules or loss of health capability of Contractor's worker for execution of contractual performance in environment with IR will result in removal of entry permit to the CZ from the Contractor's worker by SE.

**10.8** All the activities with IR sources are subject to dose optimisation and ALARA. For selected risk works from the aspect of radiation protection, the Contractor shall submit input data for preparation of ALARA instruction not later than 1 month prior to accession to execution of contractual performance:

- programme of radiation protection of workers;
- personal data of the professional representative;
- number of man-hours;
- technical description of solution alternatives;
- proposal of protective measures from the point of radiation protection;
- assumptions of personal and collective effective doses;
- target collective and individual effective dose;
- to present the radiation protection optimization (to prove ALARA assessment);
  
- definition of critical point of solution;
- requirements on personal dosimeter;
- references of execution of such works in other workplaces.

**10.9** The Contractor shall cooperate with the relevant technologist, preparation persons, and ALARA specialist at preparation of procedure for execution of specific activities on equipment in the CZ with risk of higher doses exposure.

**10.10** Prior to the first accession to contractual performance in the controlled zone, the Contractor shall submit the proof of fulfilled notification duty to the radiation protection department in relevant plant. This notification about activities leading to radiation

will prove fulfilment of this duty within the required extent pursuant to Act no. 355/2007 Coll., as amended and current wording of Act no. 541/2004 Coll., on peaceful use of atomic energy (Atomic Act).

**10.11** Workers shall permanently carry individual dosimetry control means with them, they are obliged not to allow their contamination, loss or damaging; the means may be stored on determined places only.

**10.12** The Contractor shall observe operational and emergency plans of the defectoscopy unit, its instructions and work rules in controlled zone at execution of contractual performance with ionizing radiation sources (x-ray instruments).

**10.13** The Contractor shall observe rules defined for passage via hygienic loop and access to the Controlled zone, as well as procedure for removal of the surface contamination from the body and clothing

**10.14** The Contractor shall observe principles for minimization of radioactive wastes (hereinafter referred to as "rad-waste"); in case of violating principles, SE shall notify the Contractor about such violation. In case of repeated violation, SE will be entitled to remove Contractor's entry permit to the controlled zone for one year or permanently.

**10.15** The Contractor shall ensure sorting of wastes generated in the Controlled zone to active and inactive and shall ensure their submission to waste management department. Active waste shall be classified to the following categories: "combustible", "non-combustible", "metal", "wet", and "damp" and store it to PE bags on the point of their origin. In case of larger rad-waste, the Contractor shall fragment it to required dimensions on the place of their origin or in the workshop. Rad-waste is taken over by RAW service in solid rad-waste warehouse in auxiliary building where only sorted, properly marked and packed waste is accepted.

**10.16** Any material, tools or fixtures may be taken out from the Controlled zone only after their radiation inspection and fulfilment of the criteria for its release.

**10.17** SE shall provide the Contractor with data regarding safety and sanitary conditions from point of radiation situation prior to initiation of contractual performance.

**10.18** SE shall ensure measurement of radiation properties of the working areas during execution of contractual performance if needed, as well as measuring of the internal contamination of Contractor's workers on WBC; results will be notified to the Contractor.

**10.19** The Contractor shall observe principles for use of personal protective work means at execution of contractual performance in the controlled zone. SE shall provide prescribed work clothing, shoes, and other protective means for the Contractor's workers for the works in the controlled zone. In the case that their impermissible contamination is detected, the immediate replacement will be provided.

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**10.20** According to current possibilities, SE shall provide the Contractor's workers with changing rooms in the controlled zone.

**10.21** SE shall inform the Contractor about system and rules for handling with rad-waste in the controlled zone. The Contractor shall observe the rules when collecting, storing, and processing waste and act in accordance with them.

**10.22** *Provable violation of duties given in the article Radiation protection will entitle SE to*

*claim contractual penalty from the Contractor amounting to EUR 1,700 per individual violation case and the worker will be deprived of entry permit to the controlled zone. In case of repeated violation, SE may claim from the Contractor a contractual penalty amounting to EUR 800 for every additional violation and the worker's permit to enter the controlled zone will be withdrawn for good.*

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**ANNEX NO. 1 TO SSTC****INDICATIVE (NON-EXHAUSTIVE) LIST OF SERIOUS AND VERY SERIOUS VIOLATIONS OF OCCUPATIONAL SAFETY**

<b>General</b>	Failure to communicate with SE with regard to severe and fatal accidents. (within 24 hours after the event the first prognosis – sick-leave lasting 30 or more than 30 days, regardless of prognosis, any injuries resulting from fall from heights or relating to electric shock).	
	Failure in communication with SE (in 24 hours from the event) in case of severe and registered injury (first prognosis of sick-leave lasting from 1 to 30 days).	
	Absence of the Contractor's responsible person on the site.	
	Executing contract performance by unqualified personnel.	
	Usage of special vehicles not previously registered.	
	Using tools, equipment and machinery, and chemical substances, the use of which has not been authorized.	
	Non-use of provisional equipment and fencing at the site and their insufficient maintenance.	
	Insufficient documentation needed for controls and inspections.	
	Shortcomings resulting from the failure to observe the evaluation of risks, OH&S plans.	
	Non-conforming and uncertified personal protective equipment (e.g. CE designation, integrity, maintenance, etc.)	
	Absence of coordination meetings convened.	
	Deficiencies in labelling of workplaces.	
	Shortcomings in work securing on the open reactor and FME.	
	Deficiencies and incompleteness of temporary labellings required for temporary changes carried out on roads of the plant area.	
	Presence of a person under the influence of alcohol or other narcotic and psychotropic substances in the workplace on SE premises and bringing such substances to the premises and workplaces of SE.	
	Failure to respect safety and health labelling - orders and prohibitions.	
	Lack of safety signs.	
	Use of such work equipment, the technical conditions or version of which are not in compliance with safety regulations.	
	Any interventions or changes to scaffolding provided by SE.	
Insufficient removal of unnecessary material in the workplaces – mess in the workplaces.		
<b>Electrical works</b>	In case of work on the energised electrical equipment, the equipment owned by the Contractor, uncontrolled and not reviewed (by the persons responsible for the respective area).	
	In the case of work with electrical appliances and tools under voltage owned by the Contractor, insufficient control of the tools and absence of valid certificates. (by those responsible for the respective area).	
	Failure to comply with the legislation and provisions of SE internal regulation, as (with whom the supplier has been notified) relating to protection against electrical hazards.	
	Insufficient protective or operational earthing or protection of the working machine.	
	Insufficient protective or operational earthing or protection of the working machine. Insufficient earthing and protection of the working hand tools used in the workplace	

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<b>Work at heights</b>	Lack of protection of employees against the dangers of falls from heights and over free depth.	
<b>Mechanical lifting activities</b>	Incorrect use of lifting devices and mechanisms / incorrect handling when lifting loads.	
<b>Chemical risk</b>	<b><i>Carcinogenic - Mutagenic - Toxic Substance</i></b>	
	Deficiencies and violations in compliance with the regulations concerning the use of hazardous substances (according to the safety labelling and tables related to any substance)	
	Deficiencies and violations in compliance with the regulations concerning the handling / transportation and disposal of hazardous substances (according to the safety labelling and tables related to any substance).	
	Deficiencies and violations in observing the rules at work with a risk of exposure to asbestos dust or to a material containing asbestos.	
	<b><i>Harmful</i></b>	
	Deficiencies and violations in compliance with the regulations concerning the use of hazardous substances (according to the safety labelling and tables related to any substance)	
Deficiencies and violations in compliance with the regulations concerning the handling / transportation and disposal of hazardous substances (according to the safety labelling and tables related to any substance).		
<b>Physical agents</b>	Denial of dangerous effects of physical factors (e.g. noise, vibration, dust, etc.)	
<b>Risk of fire / explosion</b>	Deficiencies and violations in compliance with the regulations relating to fire safety (legislation and internal regulations and SE, with whom the supplier has been notified).	
	Deficiencies and breaches in compliance with the rules relating to prevention work in explosive atmospheres (ATEX).	
<b>Work in confined places</b>	Work without protection against specific risks, to which a person is exposed in the premises, such as tanks, silos, tunnels, wells, etc.	
<b>Underwater work</b>	Professional qualifications of employees performing the respective activities which is not in compliance with the requirements of SE.	

**LEGEND**

Very serious violation

Serious violation