

Slovenské elektrárne, a.s., Bratislava

General Technical Terms of Performance in SE

1 General provisions

1.1 These General Technical Terms of Performance in Slovenské elektrárne, a.s. (hereinafter as "**GTT**") form inseparable part of the Contract in case of contractual performance executed in the premises of SE plants.

1.2 Regardless of the term used in the Contract, Slovenské elektrárne, a. s. is designated "**SE**". The following plants are in operation within SE:

- Nuclear Power Plant Mochovce (EMO),
- Nuclear Power Plant Bohunice (EBO),
- Power Plant Nováky (ENO),
- Power Plant Vojany (EVO),
- Hydro Power Plants (VET).

The GTT shall be valid for all plant types, except for the highlighted provisions valid for a particular type of a power plant only.

1.3 The Contractor will exercise his rights and duties through an SE's authorized person given in the Contract – **the SE's Contract Manager, authorized employee or technical supervisor in case that it is stated in the GTT.**

1.4 SE will exercise its rights and duties through authorized Contractor's person permanently available throughout execution of contractual performance and acting as partner of SE's authorized person at organization of contractual performance and solution of problems related with contract performance and defined as **Contractor's Contract Manager** in the Contract.

1.5 For the purposes of these GTT, the **workplace** shall mean a place of Work construction, performance of works, site, 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.

2 Trainings

2.1 All personnel of the Contractor entering the premises of SE plants shall take part at the entry clearance course (including verification of knowledge, e.g. in the form of a test) before the beginning of the Performance in order to gain or maintain general capability for entry and safe movement, stay and execution of contract Performances in the premises of SE depending on the particular plant, in accordance with the following provisions. The Contractor's personnel is required to attend the entry clearance course periodically at least once every 24 months, unless stated otherwise herein. The respective trainings shall not replace periodical trainings of personnel in OS&H and FP obligatory by law, for passing of which the Contractor is responsible. The validity of the entry clearance course is up to 24 months, unless these GTT not contain other requirements.

2.2 Nuclear Power Plants (Nuclear Power Plant Mochovce – EMO and Nuclear Power Plant Jaslovské Bohunice – EBO)

2.2.1 The Contractor shall consult with SE the requested "entry clearance course" type for

Nuclear Power Plants (NPP) and other details.

2.2.2 The Contractor is obliged to ensure the entry clearance course to its personnel under the currently applicable rules on entry clearance course for the contractors whose valid text is published on the website <https://obstaravanie.seas.sk/entry-clearance-courses-for-suppliers>.

2.2.3 SE are entitled to carry out repeatedly, at least once every 12 months, the verification of knowledge of the Contractor's personnel pursuant to clause 2.1, obtained during entry clearance course.

2.3 Thermal power plants (Power Plant Nováky – ENO, Power Plant Vojany – EVO)

2.3.1 The trainings are provided by SE at ENO and EVO. The trainings are focused on specific conditions of the Performance in the respective plant of thermal power plants (hereinafter as "**TPP**").

2.3.2 SE shall issue a document on completing the introductory training to the trainee.

2.4 Hydro Power Plants (Trenčín HPP)

2.4.1 All Contractor's personnel entering hydro power plants (HPP) shall be obliged to pass an entry clearance course (not later than a week before accession to the workplace in HPP). The training shall be provided by SE at the seat of the plant Trenčín HPP.

2.4.2 SE shall issue a document on completing the entry clearance course to the trainee.

2.5 All power plant types

2.5.1 The personnel of the Contractor shall be obliged to pass "**Initial Training**" on the workplace before the first entry to the SE's workplace - the instructions regarding actual working and safety risks specific for the particular work types and the particular workplace. The training is organized by SE, on the date agreed upon with the Contractor. SE shall record the passed training in the Construction / Installation site diary / Service diary / (hereinafter as "**Diary**") or in the Book of training records.

3 Conditions for granting access and entry to plant structures, physical protection

3.1 The system of physical protection (PP) in SE operations is formed of a combination of technical means of PP, regime measures of PP and activity of the components of PP, whose execution is ensured mainly by SE employees and by the Private Security Service (hereinafter "**SBS**") on a contractual basis.

3.2 The personnel of the Contractor entering the SE operations shall be obliged to observe the implemented measures of the physical protection system, the rules specified in the following provisions of the GTT and to observe the instructions of physical protection staff.

For the violation of duties specified in Item

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3.2, SE can claim a contractual penalty from the Contractor, in the amount of EUR 300.00.

3.3 Permission of entry to Contractor's personnel

3.3.1 The precondition for the permission of entry of the Contractor's employees to the premises of SE is the submission of the following documents **at the gatehouse of any plant**, at which the performance will be executed in accordance with the Contract (in case of HPP submission to the SE's Contract Manager), at least **30 days** prior to the beginning of performance in accordance with the Contract, unless the Contract was concluded later:

3.3.1.1 The list of identification data of the personnel, who will execute the performance according to the Contract, in electronic form in the requested structure according to the predefined template available at the following web site of SE: <http://www.seas.sk/entry-clearance-process>.

3.3.1.2 Originals of the signed forms "Provision of personal data for the purpose to permit the entry into nuclear facilities" in case of the entry for NPP, or "Provision of personal data for the purpose to permit the entry into non-nuclear facilities" in case of the entry for TPP or HPP, processed in written form for all the entering personnel.

3.3.1.3 The copies of the following documents for every entering Contractor's personnel:

a) in case of entries for NPPs

- o the document on completing the entry clearance course.
- o The Excerpt from the Register of criminal records - no older than 3 months before the first assumed accession of Contractor's personnel to provision of Performance in NPP and it is required to be submitted every three years thereafter; any eventual criminal record is assessed individually and may be a reason for refusal of entry to the premises of SE.

Depending on the type of SE areas, in which the Performance will be executed, the Contractor shall be also obliged to submit:

- o Certificate from test of mental capability (for entering the protected or internal area of the NPP) - passed in the psychological workplace holding a certificate for performance of psychological activities, and its submission is required every 3 years thereafter, unless other certificate validity was defined by the psychological workplace.
- o Documents in accordance with Items 8.4 and 8.5 (for entering the areas with ionizing radiation).

In case of entry to both NPP plants (EMO,

EBO), it's sufficient to submit valid documents only in one of them.

b) in case of entries for TPPs and HPPs

- o the document on completing the entry clearance course,
- o The Excerpt from the Register of criminal records - must not be older than 3 months before the first expected start of providing the Performance of the Contractor's personnel, and its submission is required repeatedly every 3 years; any eventual criminal record is assessed individually and may be a reason for refusal of entry to the premises of SE.

3.3.2 Subsequently, after fulfilling the preconditions in accordance with the previous item, the Contractor's personnel will be assigned personal number. At least **20 days** before the beginning of the Performance, the Contractor shall submit to the **SE's Contract Manager** approved **for each SE plant**, the following documents:

- a) The application for permitting the entry of the personnel for performance in electronic form in the requested structure according to the predefined template available at the following web site of SE: <http://www.seas.sk/entry-clearance-process>.

The entry for individual personnel of the Contractor is permitted in relation to the contract. If the Contractor has more contracts with SE, this Application must be submitted to the respective SE's Contract Manager, for each contract separately, including the documents defined in the letter b) of this clause.

Depending on the requirements on professional competence defined in the Contract or in the Technical specification, the Contractor shall be also obliged to submit:

- b) Documents on professional competence and education of the person who does not have Skills Passport according to the clause 4.1.3:

- b1 - List of professional competences (qualifications) of the personnel in electronic form in the requested structure according to the predefined template available at the following web site of SE: <http://www.seas.sk/entry-clearance-process>

- b2 - copies of the documents on professional competence and education of the personnel if it is necessary 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 executes the Performance on the basis of equivalent authorizations of the Contractor and certificates of professional competence of its personnel issued by the bodies from EU member states or third

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- 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 by the issuance of the decision on the recognition of professional competence by the National Labour Inspectorate (pursuant to § 6 (1) (a) and (e) of the Act No. 125/2006 Coll. on labour inspection and on the amendment of the Act No. 82/2005 on illegal work and illegal employment and on the amendment of certain laws) to the activities referred to in the list of regulated professions in the Annex 2 of the Act No. 124/2006 Coll. on occupational health and safety and on amendments to certain laws.
- 3.3.3 SE shall approve the entry permit for Contractor's personnel in electronic form, after fulfilling all the above-mentioned requirements.
- SE have the right to refuse entry to a person who has been evaluated negatively in SE or to a person for which the Contractor has not submitted documents confirming the required qualifications.
- The entry shall be permitted only for the period of the contractual relation duration.
- 3.3.4 If there is a need of permitting the entry to a Contractor's personnel for the performance of another Contract, it is not necessary to submit again the documents submitted already in the past in accordance with clause 3.3.1, provided that their validity has not expired yet. After the approval of the entry, each personnel of the Contractor, or in case of HPP the personnel of the Contractor appointed by the SE's Contract Manager, shall take an entry ID card (hereinafter the "**Entry IDC**") at the gatehouse, or in case of HPP at the gatehouse of HPP Headquarters in Trenčín. The Entry IDC must be worn by the personnel in the SE plant area continuously in a visible place.
- 3.3.5 The Entry IDCs are issued to the Contractor's personnel only for the Contract duration or for the respective time period 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 shall be blocked. Also in case of loss of professional competence of a personnel, the Entry IDC shall be blocked.
- 3.3.6 After the end of Contract duration, every Contractor's personnel shall be obliged to return the Entry IDC at the gatehouse **within 5 working days** from the end of Contract duration.
- A violation of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 30.00 per each Entry IDC non-returned.***
- 3.3.7 The Contractor shall follow the provisions of this article also at each new personnel arrival for the purpose of Contract performance.
- 3.4 Permission of transfer of material and of entry to Contractor's vehicles**
- 3.4.1 In case that the Contractor brings to the SE premises **the tools, fixtures and material**, for the purpose of obtaining the permit, he shall be obliged to submit to the SE's Contract Manager the Application for permitting the transfer of material through the gatehouse in electronic form in the requested structure according to the predefined template available at the following web site of SE: <http://www.seas.sk/entry-clearance-process>, in compliance with the requirements of clause 4.1.6., separately for the tools and fixtures of the Contractor, which will be removed from the SE premises after the Contract termination, and separately for the material, which will be inbuilt within the Contract performance.
- 3.4.2 In case that for the purpose of Contract performance, the Contractor needs to **enter** the SE premises **by a vehicle**, for the purpose of obtaining the permit he shall submit to the SE's Contract Manager the application for permitting the entry of vehicles in electronic form in the requested structure according to the predefined template available at the following web site of SE: <http://www.seas.sk/entry-clearance-process>. With the application for the entry of vehicles, the Contractor shall also submit copies of certificates of roadworthiness of all the entering vehicles. The entry of motor vehicles to individual plants 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 into the SE premises.
- 3.5 Rules of entry into and behaviour on the SE premises**
- 3.5.1 Contractor's personnel enters the SE premises exclusively through the controlled entrances using the Entry IDC.
- 3.5.2 The Contractor bears responsibility for prevention of third persons' entry to SE premises by providing the identification card or a pass with a photograph by his own personnel, for misuse of alien identification card or pass with a photograph and for unjustified use of emergency exits by his own personnel without registration.
- A violation of the above mentioned duties will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 800.00 per each violation case. Contractor's personnel 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.***
- 3.5.3 The Contractor's personnel is 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***

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- from the Contractor amounting to EUR 30.00 for each loss, destruction, damage or theft of the identification card or pass. This contractual penalty already includes the costs of issuance of an identification card or pass.*
- 3.5.4 The Contractor shall report loss or theft of identification card or pass of any Contractor's personnel to SBS without any delay. Loss or theft of identification card for access into controlled zone (hereinafter as "CZ") shall be reported to the radiation protection staff 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 personnel may be banned from entry into SE's premises.
- Unless the suffered damage is compensated the respective personnel shall be banned from entry into the premises of SE.***
- 3.5.5 Every personnel of the Contractor working on the NPP premises shall be obliged to carry, in addition to the Entry IDC, a Contract ID Card (**Contract IDC**). This identification card shall be assigned to him/her by the SE's Contract Manager for the respective Contract. In case of loss, every Contractor's personnel shall report the fact to the SE's Contract Manager. The Contractor's personnel shall be obliged to return the Contract IDC no later than till the acceptance of the last performance executed by the Contractor on the basis of the respective Contract.
- 3.5.6 The Contractor's personnel, when entering the NPP, shall be obliged to report to the PP staff their previous medical radiological examination with the use of the contrast radioactive substance (radiopharmaceutical), or the treatment using radiopharmaceutical. They are also required to submit proof of passing the examinations, respectively treatment with the use of a radioactive substance (radiopharmaceutical).
- 3.5.7 Upon entry to the premises of SE, the SBS employee or other authorized employee of SE is entitled to carry out personal inspection of bringing in prohibited materials.
- 3.5.8 Upon entry to the premises of SE, as well as during the stay in the premises of SE, the SBS employee, SE's safety technician or entrusted employee of SE the right to ask the Contractor's personnel to undergo a breathalyser test or test of narcotic and/or psychotropic substances, to carry out such test and to supervise this test.
- 3.5.9 **Test for presence of alcohol**
- The result of a test for presence of alcohol 0,00mg/l (0,00 promile) shall be considered for negative result. The result exceeding 0,00mg/l (0,00 promile) shall be considered for positive result and will be registered.
- If breathalyser test for presence of alcohol result is positive, the Contractor's personnel shall be allowed to undergo a repeated breathalyser test. If during the repeated test the result is negative – the value is 0.00 mg/l (0.00 per mille) – the Contractor's personnel will be permitted to enter.
- In case the positive result of a test for presence of alcohol is confirmed, it will be proceeded in accordance with the rules defined in the General Terms and Conditions of SE.
- 3.5.10 **Test for presence of narcotic and/or psychotropic substances**
- If the provisional test for presence of narcotic or psychotropic substances results positive, the Entry IDC of the controlled Contractor's personnel shall be collected, he will be banned from entry or taken out from the premises of SE, accompanied by the SBS member. The police will be called and the Contractor's personnel will be handed over to the police to check the detected result. The body of the police will ensure verification of the notice. If it is not proved that the Contractor's personnel was under the influence of narcotic and/or psychotropic substance, he shall be enabled to enter the premises of SE and will be enabled to continue in contractual performance.
- If a positive result is confirmed, it will be proceeded the same as in case of a positive result of a test for presence of alcohol exceeding 0.29 mg/l (above 0.60 per mille) in accordance with the rules defined in the General Terms and Conditions of SE.
- 3.5.11 **In case of rejection to undergo a test** for the presence of alcohol or narcotic and/or psychotropic substances, it will be proceeded in accordance with the rules defined in the General Terms and Conditions of SE.
- 3.5.12 Contractor undertakes to observe prohibition of bringing in and taking out unpermitted things and items to the premises of SE.
- On SBS staff's request or on the request of the SE's authorized employee, each asked person shall stand inspection of luggage or vehicles and their spaces. On SBS staff's request, also a personal inspection.
- The Contractor is responsible for items brought in and taken out in Contractor's motor vehicle entering into/coming out of SE premises.
- Violation of the obligations pursuant to provision herein by the Contractor will be considered by the contracting parties as a material breach of the Contract, giving the possibility of immediate withdrawal from the Contract.***
- 3.5.13 Contractor's vehicles enter the premises of SE solely via determined entry gate and are subject to inspection of bringing inpermitted or prohibited things and materials in accordance with Item 3.5.12. Contractor is responsible for wrong 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, on SE premises, including the obstructing of intervention vehicles crossing.
- Violation of above mentioned duties will entitle SE to claim contractual penalty from the Contractor amounting to EUR***

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400.00 per each individual violation case and may result in restricted number of entry permits for motor vehicles.

3.5.14 The Contractor shall be obliged to respect the following special regime measures on 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 of 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 other person on the SE premises.

Violation of above mentioned duties will entitle SE to claim contractual penalty from the Contractor amounting to EUR 800.00 per each violation. In case of repeated violation of special mode measures by several Contractor's personnel, SE will be entitled to withdraw from the Contract with the Contractor. Contractor's personnel will be included in database of undesirable persons with entry banned for the whole contract term, however up to a period of 12 months from repeated violation.

3.5.15 Taking photos, filming or other recording in SE structures is prohibited.

Violation of above mentioned duties will entitle SE to claim contractual penalty from the Contractor amounting to EUR 1,700.00 per violation case.

3.5.16 Contractor bears responsibility for theft or attempted theft of SE's property or property of supplier organization committed by his staff at SE's premises or equipment.

In case of such conduct the Contractor's person shall be included in the database of undesirable persons with entry banned for the whole contract term, however up to a period of 12 months from violation.

SE will be also entitled to claim contractual penalty from the Contractor amounting to EUR 1,700.00 per individual violation case. Violation of the obligation according to this provision by the Contractor will be considered by the contracting parties as a material breach of the Contract with the possibility of immediate withdrawal from the Contract.

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

Violation of above mentioned duties shall be deemed as material breach of the Contract with an option of immediate withdrawal from the Contract. Contractor's personnel will be included in database of undesirable persons with entry banned for the whole contract term, however up to a period of 12 months from violation.

SE will be also entitled to claim contractual penalty from the Contractor amounting to EUR 1,700.00 per individual violation case.

3.5.18 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 staff without any delay. If due to the violation of the duties specified herein a damage to the Contractor's property on the premises of SE occurs, SE will not be responsible for such damage.

Repeated violation of above mentioned duties will entitle SE to claim contractual penalty from the Contractor amounting to EUR 400.00 per individual violation case.

4 Conditions of contractual performance and technical equipment of the Contractor

4.1 Common provisions

4.1.1 The Contractor shall hold respective valid authorizations relevant to the subject of Contract performance pursuant to legal requirements of the Slovak Republic. Contractual performance can be executed by professionally and medically capable personnel only. All the Contractor's authorizations and certificates of professional competence of its personnel must remain valid for the entire duration of the contractual relation. The Contractor's personnel shall be obliged to carry the respective documents on site and on demand of SE to prove their health and professional competence.

Failure to have valid authorizations and certificates of general, mental, health or professional capability during execution of contractual Performance by Contractor and his personnel shall be deemed 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 800.00 per detected case.

4.1.2 The Contractor shall notify SE of each change – starting of work by a new person, termination of works by a personnel, temporary or permanent change of Contractor personnel's general, mental, health or professional capability in the form of a record in a Diary or by a separate letter.

Failure to report changes stated in this clause will entitle SE to claim contractual

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penalty from the Contractor amounting to EUR 800.00 per detected case.

- 4.1.3 The Customer reserves the right of unlimited inspection of validity of authorizations, certificates of professional capability, instructing of individual personnel at any time during the contract execution. The Contractor agrees with this inspection.

SE also reserves the right to assess the Contractor's personnel. SE will inform at the entry clearance course or initial training pursuant to Article 2 whether Contractor's personnel will be assessed. The results of assessment of the Contractor's personnel can be provided by issuing "Skills Passport" upon request of the assessed person or of Contractor.

Skills Passport is a document issued by SE for Contractor's personnel, containing information on professional competence, time worked in SE and its assessment. If the Contractor's personnel has the Skills Passport, it may not prove professional competence pursuant to clause 3.3.2b) unless there has been a change in validity date of any document on professional competence and education, or there has been added a qualification.

- 4.1.4 The Contractor is obliged to carry out checks of their personnel, aimed at compliance with applicable laws and internal regulations of SE, with which he was familiarised. For this purpose, the Contractor is required to prepare a schedule of inspections and submit it to the SE's Contract Manager before starting the Performance. The Contractor is obliged to record the results of the checks in the Logbook immediately after the inspection.
- 4.1.5 The Contractor shall observe valid rules and conditions for preparation, execution and coordination of contractual performance based on SE's instructions at execution of Performance on operated units and performed during unit operation and unit outages.
- 4.1.6 The Contractor shall submit to SE's Contract Manager the approved Requisition for the transfer of material through the gatehouse, containing a list of brought 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 the Performance completion. 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.

Violation of the prohibition to use in SE area non-registered short-circuiting devices and conductors serving to set the

phases into the same potential and their earthing will entitle SE to claim contractual penalty from the Contractor amounting to EUR 1,700.00 per violation case.

Violation of the obligations pursuant to provision herein by the Contractor will be considered by the contracting parties as a material breach of the Contract, giving the possibility of immediate withdrawal from the Contract.

- 4.1.7 The Contractor shall install or take over scaffolding for execution of Performance pursuant to Chapter 4. "Handover and takeover of the scaffolding" of the Annex no. 6 of the Decree of the Ministry of labour, social affairs and family No. 147/2013 Coll. laying down details to ensure the safety and health of construction work and work related and details of professional competence for the performance of certain work activities as amended, in the form of a recorded scaffolding overtaking in scaffolding identification table forming part thereof and replacing handover protocol. Work on scaffolding can be executed only by the personnel performing a specific contractual task. Repair, modification of or intervention to scaffolding structure can be performed only by the scaffolding Contractor's personnel with relevant qualification. The Contractor shall observe conditions for scaffolding use defined by valid legal regulation.
- 4.1.8 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 Performance. Contractor shall invite the SE's authorized employee – technical supervision to the execution of test and inspection 5 working days in advance and in the case specified by the Contract or by a valid legal regulation it shall also ensure the participation of a state professional supervision body.
- 4.1.9 The Contractor's Contract Manager shall continuously inform SE about the status of Performance during inspection days and at management operative meetings organized by SE.
- 4.1.10 Contractor shall 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 Performance.
- 4.1.11 Contractor shall execute Performance on workplace in way preventing damaging of underground engineering networks and installations.
- 4.1.12 The Contractor shall use the certified tools (pressing pliers) corresponding to STN EN 50109-1 (Manual pressing tools for pressing the termination of electric cables and lines for the low frequency and high frequency applications.) during the works related to termination of electric cables and lines.
- 4.1.13 Spare parts (hereinafter as "SP") provided by the Contractor on the basis of SE's continuous requirements shall be specified in the Diary.

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- 4.1.14 The personnel of Contractor's workgroup shall acquaint themselves with specified task prior to execution of Performance and participate in meeting prior to initiation of the Performance or coordination meetings during the Performance. Such meeting will be held by the SE's Contract Manager.
- 4.1.15 Contractor shall ask SE in writing for inspection of contractual performances to be covered or becoming inaccessible with 2-day advance note or in terms specified in Job/Work order when such situation occurs.
- 4.1.16 During contractual performances carried out in NPP, in case of work with austenitic steel, the Contractor shall observe rules for tightened assembly and work with austenitic materials. Execution of specified contractual task shall prevent direct contact with carbon materials, polluted tools and devices or other polluted or polluting objects and substances, including protection during their storage. The personnel shall be equipped with work clothing and shoes without any metal parts made of carbon materials and not polluted therewith. The personnel mustn't touch austenitic steel with unprotected parts of the body. It's forbidden to use products made of PVC and other chloride containing plastics at storage and contractual performance using austenitic steel.
- 4.1.17 Contractual tasks on operated units can be performed only on the basis of the approved Job/Work orders and related safety instructions.
- 4.1.18 Contractor shall observe safety conditions for Performance given in the following safety instructions:

Nuclear power plants

- "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;
- "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 of Management System Control equipment and electric protections and automation;

Thermal and hydro power plants

- "S" order to block the machinery for the safe execution of Performance;
- "F" order for contractual performance with increased risk of fire
- "G" order to block gas equipment for the repair and to safely perform repair;

All power plant types

- "B" order for particular contractual performance on electric installations and in their proximity.

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

- 4.1.19 When executing the contractual Performance the Contractor shall observe the rules for preventing the penetration of foreign materials into the equipment (Foreign Material Exclusion – hereinafter as "**FME**"), with which the Contractor has been acquainted at the entry clearance course. The Contractor shall use such tools and equipment where it is safe that no part is loosened and becomes the foreign object in the device. The Contractor shall make such arrangements (way of executing activities, fencing of workplace, overlapping holes, recording materials) when executing works that no foreign object gets into the device, caused either by him or by other persons.

It is forbidden to use transparent (clear) and black foils in the controlled zone of EBO and EMO plants. The foil of bright colour, e.g. of yellow colour to protect the floors and dividing surfaces of the technology, can be used in technological premises of **CZ**.

In case of event with foreign object fall to open technology, the Contractor's personnel shall inform the SE's Contract Manager without any delay.

Failure to report fallen foreign object to open technology will entitle SE to claim contractual penalty from the Contractor amounting to EUR 1,700.00 per detected case.

4.2 Installation/Construction site diary / Service diary / Service account

- 4.2.1 The Contractor shall keep Installation / Construction site diary / Service diary/ Service account (hereinafter as "**Diary**") depending on character of provided contractual performance. Failure to keep Diary properly from the date of workplace / site overtaking shall be deemed for fundamental breach of the Contract.
- 4.2.2 The Contractor shall provide the Diary on the workplace on the date of accession to execution of Performance and ensure its recording via the SE's Contract Manager. Pages in the Diary shall be numbered; impaired page shall remain in the Diary – it mustn't be pulled out. The Diary shall be permanently accessible on the workplace during the working hours and available to SE at all times. The Contractor shall submit the Diary for signing to SE on daily basis.
- 4.2.3 Contractor's Contract Manager shall record the following facts to the Diary from the date of site or workplace overtaking:
- Daily statement of the nominal list of its personnel present in the performance in the workplace
 - Daily statement of the work completed that is requested under the Contract. The list must contain the unit of measure and the

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- number of units pursuant to the Contract with a clear identification of performances for individual Orders 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 problems with Performance and decisive circumstances relating to Performance and on occurrence of any event preventing or hindering execution of Performance due to delay or prolongation of the Performance period.
 - Contractor's opinions and statements to SE's requirements within 3 working days after recording a requirement; otherwise, it will be deemed his approval with SE's record;
 - opinions on SE's requirements for Performance above the scope of Performance agreed in the Contract;
 - takeover of special fixtures borrowed (binding fixtures, special tools, etc. – date and scope).
- 4.2.4 The SE's Contract Manager shall record the following in the Diary:
- record on entry clearance course of Contractor's personnel on the workplace containing the signatures of both contracting parties
 - record on workplace / site handover to Contractor for the purposes of Performance execution;
 - The scope of work and performances requested from the Contractor or a reference to other record defining the scope/performances in compliance with the subject matter of the Contract. Every change of the scope must be documented in writing in compliance with the Contract.
 - SE's opinions on the Contractor's records and requirements within 3 working days after recording a requirement; otherwise, it will be deemed his approval with the Contractor's record;
 - The check of performance and of the observance of Contract's provisions at least once per two days
 - The confirmation with a signature on special fixtures borrowing (binding fixtures, special tools, etc.)
 - Confirmation with a signature of material fulfilment of contractual performance;
- 4.2.5 Shortages recorded by SE in the Diary shall be removed by the Contractor in the term defined therein. If the Contractor fails to do it, SE shall be entitled to order an interruption of the contractual performance until the remedy of the shortcomings.
- 4.2.6 The Contractor shall prepare Detection Protocol for the purpose of costs accounting to individual orders for invoicing, based on data recorded in the Diary. The documents shall be attached to the invoice for performed tasks, after the
- confirmation by SE.
- 4.2.7 Duty to keep the Diary 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.
- 4.2.8 The duty to keep the Diary in the place of work performance by SE shall not apply to the design work.
- 4.3 Supplementary provisions for Performance – maintenance**
- 4.3.1 Should the Contractor execute Performance based on own technological procedures and documentation, they shall be submitted in advance on request of the SE's responsible person - a preparation worker - for validation and processing of required Job/Work orders to serve as basis for execution of Performance.
- 4.3.2 Should the Contractor execute Performance based on the SE's quality system the Contractor carries out maintenance contractual tasks individually or in cooperation with SE, based on technological procedures and quality inspection procedures defined in Job/Work orders in relevant plant, which were made known to him prior to accession to contractual performance. The Contractor bears responsibility for the quality of executed Performance based on submitted documentation.
- 4.3.3 The Contractor bears responsibility for cooperation of his technologist with the SE's authorized employee of relevant plant at preparation of Job/Work orders in order to determine sequence of activities, inspection operations and eventual cooperation with other SE professional departments.
- 4.3.4 In case of time demanding and complicated Performances requiring participation of several professional groups, the Contractor shall provide on demand a work time schedule (hereinafter as "TS") for execution of contractual Performance, to be discussed with the SE's Contract Manager with regard to their time optimization and implementation to outage TS.
- 4.3.5 The SE's Contract Manager shall ensure the coordination activity with other professional departments of SE within the scope of Performance executed by the Contractor and check the quality of the executed Performance.
- 4.3.6 Depending on prescribed quality assurance system given in Job/Work order, the Contractor shall document quality of individual steps in the form of a protocol, and signing relevant step in the quality assurance table in Job/Work order. The Contractor shall enable independent inspection by the SE's authorized person.
- 4.3.7 In case that non-conformity or not assumed defect is detected during repair performed on Job/Work order, requiring determination of new procedure or new technical solution, Contractor's Contract Manager responsible for execution of the Order shall interrupt Performance and report on this non-conformity to the SE's Contract

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- Manager in order to solve and define further repair process. In case of Performance executed completely by Contractor, Contractor's technologist shall solve such non-conformity with the SE's Contract Manager without any delay.
- 4.3.8 The Contractor shall prepare required documentation regarding the course of Performance and protocols of repairs or contractual performance complying with described activities and documentation given in Job/Work order.
- 4.3.9 In case of unsatisfactory result of after-maintenance tests during execution of Contract, the Contractor shall remove defect in agreed period at its own expense.
- 4.4 Supplementary provisions for Performances – modernization, reconstruction and investments**
- 4.4.1 Contractual parties agreed on participation of their statutory bodies' representatives in site inspection meetings to be organized and managed by SE.
- 4.4.2 The Contractor shall ensure construction permit for the site facilities, including needed design documentation, in accordance with SE's delegation. The Contractor shall submit valid construction permit for site facilities, design documentation and opinions of concerned state administrative authorities to the SE's technical supervision.
- 4.4.3 The Contractor bears responsibility for the pollution of roads caused by transit of excavated soil, construction and municipal wastes and unnecessary material or structures or by import and export of materials, machines, equipment and structures or by transfer of mechanisms. In case of road pollution the Contractor shall remove at its costs each pollution caused by him, if during single drive immediately after the drive and in case of repeated drives until the end of a respective working day.
- 4.4.4 The Contractor bears responsibility for professional care and protection of site verdure up to the site handover and takeover.
- 4.4.5 The Contractor will enable the SE's technical supervision to look in the quality management and inspection projects.
- 4.4.6 The Contractor shall archive on the site all technological regulations, technological procedures, work procedures and other documents in compliance with the quality management and inspection project. The Contractor will enable the SE's technical supervision to look in these documents.
- 4.4.7 In case that the initiation of execution of Performance requires installation, relocation or cancellation of road signs pursuant to the issued decision, they shall be provided by the Contractor based on the SE's authorization.
- 4.4.8 The Contractor shall supply sufficient amount of mobile toilets and shall perform thorough inspection of their use, emptying and cleaning.
- 4.4.9 In case of any obstacle occurred on site independently on will or action of contractual parties, which hinder progress of Performance (e.g., archaeological finding, extreme weather conditions, pyrotechnic finding), the Contractor shall interrupt Performance immediately and notify SE on this fact.
- 4.4.10 After taking over a workplace staked out, the Contractor shall be obliged to proceed carefully and verify by its own means that in the workplace staked out there are no underground (invisibly hidden, e.g. embedded in concrete, ...) lines and utility networks. In case that an obstacle occurs in the workplace area, the Contractor shall be obliged to interrupt immediately the Performance and to notify the fact to SE.
- 4.4.11 The Contractor shall accept contractual Performance rules during execution of investments Performance carried out simultaneously by the maintenance of SE and other supplier organizations.
- 4.4.12 The Contractor shall vacate the site prior to its handover within term agreed upon in the Contract.
- Failure to meet duty to empty the site will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 200.00 for each day of delay.***
- 4.4.13 The Contractor shall participate in the site final inspection proceeding.
- 4.5 Common provisions regarding general requirements on documentation**
- 4.5.1 In case that Performance the subject of Contract is or includes preparation of design and technical documentation and / or accompanying technical documentation, the Contractor shall prepare such documentation in compliance with conditions stated in the technical assignment to be received from SE. The Supplier of the project documentation shall ensure the performance of documentation coordinator pursuant to Government Order of the Slovak Republic No. 396/2006 Coll., on minimum safety and health requirements for the building site as amended.
- 4.5.2 The Contractor shall prepare the design, technical and/or accompanying 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 a civil object (**CO**).
- 4.5.3 Source documentation used by the Contractor for preparation of design, technical and/or accompanying technical documentation shall be a copy of valid archive set of as-built documentation provided by SE. The Contractor shall prepare and hand over the documentation in compliance with the structure and method of source documentation marking. In case of controlled copy provided to the Contractor, the Contractor shall return it to SE after its review.
- 4.5.4 The Contractor shall base his design, technical

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and/or accompanying technical documentation on existing code list of civil objects / elementary systems / elementary subsystems (SO/PS/DPS) provided by SE and valid in the relevant SE plant.

4.5.5 The Contractor shall submit the design, technical and/or accompanying technical documentation in written form together with list of drawings divided into individual packets in agreed amount of sets. The design shall also include the list of documentation, prepared in the form of a protocol from documentation inspection. This list shall define each document as independent item. Document means every text or drawing part of the project documentation with its own corner title. The form and sample of protocol filling shall be provided by SE.

4.5.6 The Contractor shall submit to SE an elaborated design, technical and/or accompanying as-built documentation after the execution of Performance within the requested period. Each document shall contain:

- As-built status stamp,
- legible name and signature of an authorized person responsible for documentation submitted, proving the documentation compliance with the execution of Performance,
- date,
- stamp of the organization executing Performance.

In the as-built documentation (DSV) will be given 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 archive. On the drawings of the as-built documentation will be mentioned whether the drawing changes or supplements or replaces the original drawings or whether it is a new one.

4.5.7 The Contractor shall hand over the documentation in paper and electronic form in the formats used at SE. Graphic files in the formats *.DWG, *.DXF, *.DGN, text or table files in the formats *.DOC, *.XLS, *.MDB and *.PDF, or also in other agreed form. All documentation submitted by the Contractor in electronic form will be stored on non-erasable medium. Each medium will be accompanied by handover Protocol signed by the contractual parties confirming the compliance between paper and digital form.

4.5.8 In case that the digital form of design and technical documentation exists at SE, it will be provided to the Contractor, based on contractual agreement. Performance execution shall adhere to original digitalization principles.

4.5.9 ***Contractor's failure to meet deadlines for submission of clean copies of individual documentation forming part of the subject of Contract (e.g. Execution project, Accompanying technical documentation, As-built documentation, Technological procedure for construction and installation***

works, Quality plan for execution of Contract, Safety plan and documentation coordination plan pursuant to Government order of SR No. 396/2006 Coll., Commissioning project, Regulations for operation, maintenance and repair, Time schedule for Contract execution, etc.) will entitle SE to claim contractual penalty from the Contractor amounting to EUR 200.00 for each document and for each day of delay.

5 Counter performance by SE

5.1 Common provisions

5.1.1 SE shall submit to the Contractor available as-built documentation and other documentation relating to the subject of Contract, if available. This available documentation specified during mutual negotiation between the Contractor and SE, held on Contractor's request within 5 working days after delivery of signed Contract, shall be supplied by SE within 2 weeks after the meeting.

5.1.2 SE shall provide the Contractor with all reasonable needed technical assistance including the delivery of additional data, specification of input documentation, should such request occur during execution of the contractual Performance.

5.1.3 SE will stake out all underground engineering networks and lines on site at its handover and submit to Contractor the approval of underground and above ground engineering network administrators for the execution of Performance and submit the requirements of administrators underlying the Contractor's execution of Performance by entry in the Logbook, protocol on site handover etc.

5.1.4 SE shall provide technical and organizational measures for safe execution of Contractor's performance on operated technological equipment pursuant to safety orders.

5.1.5 SE shall provide the Contractor with operational material and energy needed for testing of the subject of Contract / Work to be completed by commissioning tests, at its own expense. In case of failed or repeated commissioning tests, the Contractor shall bear costs of operational materials and energies. The volume and kinds of operational materials and energies needed for preparation and execution of commissioning tests of the subject of Contract shall be defined by the Contractor in the program of tests.

5.1.6 SE shall enable access of Contractor's personnel to plant canteens and consumption of meals at full price.

5.1.7 SE shall provide decontamination works forming part of site preparation or part of work procedure pursuant to job order.

5.2 Supplementary provisions for contractual performance – maintenance

5.2.1 In case of Contractor's technical supervision, SE shall provide facility for technical supervision personnel and phone line for reimbursement for the settlement of technical issues connected with

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- the subject of Contract.
- 5.2.2 SE shall provide to the Provider upon request and for reimbursement an individual workshop and storage premises, or administrative premises in case of their availability and non-occupancy. The Contractor shall mark the premises with the Contractor's name and a relevant name of a facility and defining its purpose. SE shall provide specific tools and fixtures (e.g. special binding fixtures) for reimbursement.
- 5.2.3 SE shall provide coordination with other SE professional departments as part of execution of the contractual performance connected with the subject of Contract and with maintenance activities on operated unit and during outages.
- 5.2.4 SE shall fully cooperate with own departments at equipment testing after execution of maintenance subject to contractual performance.
- 5.3 Supplementary provisions for contractual performance – modernization, reconstruction and investments**
- 5.3.1 SE shall prepare the site for handover pursuant to conditions stated in the "Construction organization project" for the construction permit or in other stages of the documentation.
- 5.3.2 SE commits to grant the Contractor upon request the authorization needed for obtaining of permits for installation, relocation or cancellation of road signs.
- 5.3.3 SE shall appoint so called "SE's technical supervision" – project manager hereinafter called as "technical supervision" above the scope of the civil act.
- 5.3.4 Technical supervision will check Contractor's activities at execution of construction for compliance with provisions of the Contract, with project for construction permit, with the conditions of construction permits and other permits needed for construction, for compliance with execution projects, technical standards and valid regulations. Technical supervision shall notify Contractor without any delay about shortages detected during execution of the subject of Contract/Work in a form of record to the Construction site diary. The SE's technical supervision will also confirm the removal of stated shortages in the Construction site diary.
- 5.3.5 SE will provide Contractor with changing room facilities for rent for reimbursement in case of their availability and non-occupancy, based on a Contractor's separate order confirmed by SE.
- 6 Emergency preparedness**
- 6.1** The Contractor present in SE premises or performing works on SE premises shall observe the generally binding valid legal regulations and related internal regulations of SE relating to emergency preparedness.
- 6.2** In case of events at nuclear installations and during the whole-area emergency exercises, the Contractor's personnel including the personnel of all its subcontracting entities is obliged to perform activities in accordance with the internal emergency plan of the nuclear facility and follow the instructions of Emergency response organization of the site.
- 6.3** The Contractor's personnel including the personnel of all its subcontracting entities is obliged to take part at the regular retraining in the field of emergency preparedness.
- 6.4** The Contractor shall perform an ordered evacuation of its personnel including the personnel of all its subcontracting entities from the site in accordance with the instructions of Emergency response organization of the site, using individual vehicles and evacuation vehicles included in the Internal emergency plan of the site.
- 6.5** The Contractor is obliged to accept inspection activities by SE regarding emergency planning and preparedness.
- 6.6** The Contractor shall pay to SE all provable damages resulting from the activities of the Contractor or its subcontractors, leading to the occurrence of emergency situations.
- 6.7** *For a provable failure to notify extraordinary event of a nature of emergency situation, SE may claim from the Contractor a contractual penalty amounting to EUR 1,700 for each and every case.*
- 6.8** *For a provable breach of the obligations in the field of emergency readiness, SE may claim from the Contractor a contractual penalty amounting to EUR 1,700 for each and every case. In case of repeated violation, SE may claim from the Contractor a contractual penalty amounting to EUR 800 for every additional violation.*
- 7 Nuclear safety - for nuclear power plants**
- 7.1 General requirements**
- 7.1.1 The Contractor shall pay increased attention to the execution of Performance on selected facilities due to direct impact of these facilities on nuclear safety. The Contractor commits to observe safe work organization on nuclear installations, to apply the requirements of the System for correction and prevention of problems, to apply and respect the principles of the Programme of increasing the human factor reliability and to observe safety culture principles about which the personnel learnt at the training.
- 7.1.2 In the CZ area it is permitted to use only yellow foil.
- 7.1.3 The Contractor shall report any problems that it has identified, inconsistencies and near misses in accordance with the requirements of the System for correction and prevention of problems.
- 7.1.4 *For a provable failure to notify severe problem (e.g. occupational accident, fire, shortcoming related with nuclear safety, OHS, fire protection) by the Contractor, SE may claim a contractual penalty amounting to EUR 1,700 for each and every case.*

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7.1.5 The Contractor shall provide all relevant information and necessary collaboration in analyzing problems within the System for correction and prevention of problems. In case if identifying a mismatch at the Contractor in the System for correction and prevention of problems, the Contractor shall remove this mismatch within the deadline set by SE.

7.2 Safety measures for safe work execution on open primary circuit of nuclear power plant and on pressure systems

7.2.1 The Contractor shall observe basic nuclear safety principles in NPP in way preventing disruption of cooling of fuel elements in all operational modes at execution of Performance.

7.3 Recording of persons and inspection of contractual performance on reactor stands

7.3.1 The Contractor shall observe recording of persons and inspection of contractual performance on reactor stand, which is specially monitored area of nuclear installation. Stay of Contractor's personnel and contractual performance on nuclear installation stand is a controlled process ensured by reactor supervisor (hereinafter as "RS"). Safety procedures and relevant legal regulations must be observed during general overhaul (hereinafter as "GO") and extended general overhaul (hereinafter as "EGO").

8 Radiation protection - for nuclear power plants

8.1 The Contractor executing Performance in the environment with ionizing radiation (hereinafter as "IR") shall observe generally binding legal regulations:

- Act No. 355/2007 Coll. on protection, support and development of public health as amended,
- Order of the Slovak Government No. 345/2006 Coll. on elementary safety requirements for employees' and residents' health protection against ionising radiation,
- Order of the Slovak Government No. 346/2006 Coll. on requirements to ensure radiation protection of external personnel exposed to the risk of ionising radiation during their activities in the controlled zone,
- Order of the Slovak Government No. 348/2006 Coll. on requirements to ensure control of highly active radiants and abandoned radiants,
- Decree of the Slovak Ministry of Health No. 545/2007 Coll. stipulating the details about 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. 209/2014 Coll. stipulating the scope of requested knowledge for tests on professional competence, details about establishment and performance of committees to test professional competence and the contents of certificate about professional competence

and internal regulations of SE in the sphere of radiation protection about which they learnt at the entry clearance courses.

8.2 The Contractor can enter and perform contractual Performance in the environment with IR and in CZ based on "Entry permit to the CZ".

8.3 The Contractor shall cooperate at the issuance of "R" orders by means of the SE's Contract Manager pursuant to SE regulations. Contractor commits to observe:

- general radiation protection rules,
- nuclear safety rules,
- conditions for execution of contractual performance in the CZ,
- measures stated in "R" order, as well as
- principles for granting of access to the CZ.

8.4 The Contractor shall prove health capability of his personnel working in the CZ in regular annual intervals and observe rules for monitoring of internal and external exposure.

- Contractor's personnel shall submit a personal radiation card to the radiation protection unit prior to initiation of work in controlled zone; if the personnel does not have 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,
- 15 days before starting the execution of the contractual performances, the list of personnel appointed to act as the responsible managers of works – contractual performances in the "R" order. The Contractor's personnel acting as manager of works must have experience from at least two outages in nuclear power plants.

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

8.5 The Contractor shall provide the SE's radiation protection department in relevant plant the application for entry permit to CZ not later than 3 working days in advance together with the following information:

- Name and contact information of the professional representative
- Data of doses received yet [mSv]
 - Effective dose in the current year
 - Effective dose in the last 4 years
 - Equivalent dose per eye lens in the current year
 - Equivalent dose to limbs in the current year
 - Equivalent dose to skin in the current year
 - Vicis of the effective dose
 - Lifetime dose,
- Requirements for entry permit and dose management

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- Requested term of entry permit into CZ – date from – to
 - Permitted spend of the effective dose (if limited by the contractor) [mSv]
- 8.6** Violation of radiation protection rules or loss of health capability of Contractor's personnel for execution of contractual performance in environment with IR will result in removal of entry permit to the CZ from the Contractor's personnel by SE.
- 8.7** All activities with IR sources are subject to dose optimization (ALARA). For selected risk works from point of radiation protection, the Contractor shall submit input data for ALARA no later than 1 month prior to start of the execution of contractual performance:
- program of radiation protection of personnel;
 - man-hours;
 - technical description of solution alternatives;
 - proposal of protective measures from point of radiation protection;
 - assumptions of personal and collective effective doses;
 - target collective and individual effective dose;
 - radiation protection optimization (prove ALARA assessment);
 - definition of solution critical points;
 - requirements on personal dosimetry;
 - references of execution of such works on other workplaces;
- 8.8** Prior to the first accession to contractual performance in the CZ, the Contractor shall submit proof of fulfilled notification duty to radiation protection department in relevant plant. Such notification shall prove fulfilment of his duty pursuant to act No. 355/2007 Coll., as amended, act No. 541/2004 Coll., on peaceful use of atomic energy (Atomic act) as amended.
- 8.9** The Contractor shall observe operational and emergency plans of defectoscopy workplace, its instructions and work rules in CZ at execution of contractual performance with ionizing radiation sources (x-ray instruments, high-level emitters for defectoscopic purposes).
- 8.10** The Contractor shall observe rules defined for passage via hygienic loop and entry to controlled zone, as well as procedure for removal of surface contamination from body and clothing.
- 8.11** The Contractor shall observe principles for minimization of radioactive wastes (hereinafter as "RAW"). In case of violation of 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 CZ for one year or permanently.
- 8.12** The Contractor shall ensure sorting of wastes generated in the controlled zone to active and potentially inactive and shall ensure their submission to waste handling department. Active waste shall be classified to the following categories: "combustible", "non-combustible", "metal", "wet" and "damp" and store it to prescribed containers on the point of origin. In case of larger RAW, the Contractor shall fragment it to required dimensions on the place of origin or in the workshop. RAW is taken over by RAW service in solid RAW warehouse in auxiliary building where only sorted, properly marked and packed waste is accepted.
- 8.13** Any material, tools or fixtures can be removed from the CZ only after their radiation inspection and fulfilment of release criteria.
- 8.14** SE shall provide the Contractor with data regarding safety and sanitary conditions from point of radiation situation prior to initiation of contractual performance.
- 8.15** SE shall ensure measurement of radiation properties of working areas during execution of contractual performance if necessary, as well as measuring of internal contamination of Contractor's personnel on WBC; results will be notified to the Contractor.
- 8.16** The Contractor shall observe principles for use of personal protective work means at execution of contractual performance in the CZ. SE shall provide prescribed work clothing, shoes and other protective means for the Contractor's personnel for performance in the CZ. In case of detected impermissible contamination of personal means, it shall provide their immediate replacement.
- 8.17** According to the current possibilities, SE shall provide the Contractor's personnel with changing services in the CZ.
- 8.18** SE shall inform the Contractor about RAW handling system and rules in the CZ. The Contractor shall observe these rules at collection, storage and processing of wastes.
- 8.19** ***Provable violation of duties given in the article Radiation protection will entitle SE to claim contractual penalty from the Contractor amounting to EUR 1,700.00 per individual violation case and the personnel will be deprived of entry permit to the CZ. In case of repeated violation, SE may claim from the Contractor a contractual penalty amounting to EUR 800.00 for every additional violation and the personnel's permit to enter the CZ will be withdrawn for good.***