



## Slovenské elektrárne, a.s., Bratislava

### Site Safety and Technical Conditions of Performance in SE (MO34 Project)

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#### 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 plant of the company Slovenské elektrárne, a.s. as defined in clause 1.3.

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

**1.3** For the purposes of the SSTC herein Slovenské elektrárne, a.s., are designated **MO34** plant (Slovenské elektrárne, a.s. and MO34 plant (hereinafter jointly referred to as "**SE**" or "**MO34**") regardless of the terms used in the Contract.

**1.4** The provider of work, repair, maintenance or modification of subject, the provider of works or services including deliveries of goods 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 personnel 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 personnel**").

**1.5** 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 the "**Contract Manager**" in the Contract.

**1.6** The Contractor will exercise his rights and duties through an SE's authorized person given in the Contract as the "**SE's Contract Manager**", respectively through other SE's authorized employee or SE's technical supervisor provided that it is expressly stated in the Contract.

**1.7** For the purposes of the SSTC herein and the Contract, contractual performance and contract execution shall mean all contractually agreed supplies, provided services, works including deliveries of goods and performance of Contractor's activities related to Contract's subject-matter as well as construction of work (hereinafter referred to as the "**Performance**").

**1.8** 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 the Contract or the Order pursuant to clause 1.9 or other written request of SE, which was taken over by Contractor from SE upon protocol in the form of minutes.

**1.9** For the purposes of the SSTC herein, the "**Order**" shall mean an order for work performance, a job order.

**1.10** The provisions stated herein shall also apply in the same extent to all subcontractors and the personnel 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.

**1.11** In the case that during the life of the Contract, based on the applicable legal regulations of the Slovak Republic (hereinafter referred to as the "**SR**"), legal acts of the European Union, obligations ensuing to SE from the international contracts all from the membership in international organisations, or any other regulations of binding or recommending nature, there occurs any change or amendment to the obligations of SE with regards to the safety at work in nuclear facilities and/or at the facilities of SE, such obligations shall be also automatically applied to the existent legal relationships between the contracting parties as ensuing from the Contract. The Contractor acknowledges, consents and concurrently undertakes to comply with such obligations. SE undertakes to notify the Contractor of any change to the SSTC via a written notice and to concurrently publish the new SSTC text on its website <http://www.seas.sk> at least 14 days prior to the entering into effect.

#### 2 Trainings

**2.1** The Contractor is obliged to ensure that all Contractors' personnel entering the premises of the Main Construction Site (locality 1 MO34) and Operation Area (locality 11 MO34) in order to perform subject matters of contracts passes entry clearance course or training for short-term works (including verification of knowledge, e.g. in the form of a test) to achieve and keep general capability for entering and safe moving, and provision of the contractual performance including a briefing on the electronic attendance system used in the premises of MO34. The Contractor is obliged to ensure that the Contractor's personnel attends the entry clearance course periodically at least once every 24 months, unless these SSTC contain other requirements. The respective trainings do not substitute a periodical training of workers in fields: the Occupational Health and Safety (hereinafter referred to as "**OHS**") and Fire Prevention (hereinafter referred to as "**FP**") that are mandatory by law, passing of which the Contractor is obliged to ensure.

**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: OHS, FP, Security of NPP premises, Quality assurance system, Emergency Planning and Readiness, Environmental protection and Orientation at the construction site.

**2.3** 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 SE's website:  
<https://www.seas.sk/pre-dodavatelov/vstupne-skolenia/>.

**2.4** Repeating of the training by the Contractor's personnel due to failed outgoing tests, or due to absence without objective reason at the training for which it was duly



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registered, is covered by the Contractor; the same also applies to the examination ordered due to repeated failure to observe the rules of OHS, FP and environment protection.

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

**2.6** 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.

**2.7** 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 **Logbook** pursuant to clause 6.19 or in the Book of training records.

**2.8** 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), SE is entitled to claim the penalty from the Contractor amounting to EUR 700 for each detected case of duty violation.***

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

**3.1** The system of physical protection (hereinafter referred to as "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 Contractor is obliged to ensure that the Contractor's personnel entering the SE operations will observe the implemented measures of the physical protection system, the rules specified in the following provisions of the SSTC and will observe the instructions of physical protection staff.

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

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

**3.3.1** The precondition for the permission of entry of the Contractor's personnel to the premises of SE MO 34 is the submission of:

- Document on integrity – original of an extract

from criminal records – - which 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,

- signed forms "Provision of/notice of changes in personal data for the purpose of registering the entry into nuclear facilities" of all the entering personnel in writing,
- a copy of the document on completing the entry clearance course or the training for maintaining general capability for entering, safe moving, stay and provision of the contractual performance to SE's authorised person or Contract manager 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 or Contract Manager defined in the Contract, the documents on professional competence and qualification of the personnel:

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

<https://www.seas.sk/pre-dodavatelov/povolovanie-vstupov-pracovnikov-vozidiel-a-prenosu-materialov>

- Copies of the documents on professional competence and qualification of the personnel 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 personnel 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. 422/2015 Coll. on recognition of evidence of education and on the recognition of professional qualifications and on the amendments and supplements to certain acts as amended 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 the amendments and supplements to certain acts as amended) 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 the amendments and supplements to certain acts as amended.

**3.3.3** In case that the Contractor brings to the SE



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premises the tools, fixtures and material, they are obliged to submit the following document to the SE's authorised person or Contract manager 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.

- 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:

<https://www.seas.sk/pre-dodavatelov/povolovanie-vstupov-pracovnikov-vozidiel-a-prenosu-materialov/>

In the case that for the purpose of the Contract performance, the Contractor needs to enter the SE MO34 premises by a motor vehicle the following shall be submitted:

- The application for the entry of vehicles in written and electronic form 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 personnel 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. SE reserves the right to refuse, on the basis of a decision of the SE Corporate & Cyber Security Department, to refuse to allow entry even without giving a reason to the Contractor.

3.3.5 The Contractor is obliged to ensure that after the approval of the entry each Contractor's personnel takes 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. The Contractor is also obliged to ensure that each member of the Contractor's personnel in the SE plant area wears it continuously on a visible place.

3.3.6 The Entry IDCs are issued to the Contractor's personnel 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 personnel; the Entry IDC will be blocked.

3.3.7 The Contractor is obliged to ensure that after the expiration of the Contract, every Contractor's personnel returns 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 duty violation.***

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

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

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

**3.5** The Contractor is obliged to ensure that upon the deployment for works at SE in order to perform a certain contract, each of the Contractor's personnel notifies the SE's Contract Manager whether he will perform within the given period also activities concerning other contracts and that also notifies of the names of SE's Contract Managers for these further contracts. The Contractor is also obliged to ensure that at any transfer for work performance of another contract within the SE's premises, the Contractor's personnel reports this fact to the SE's Contract Manager of the contract under which he has been working up until that moment without any delay before that fact will happen.

**3.6** The Contractor is obliged to ensure that each Contractor's personnel prevents entry of any third person to SE premises by provision of Entry IDC or a pass with photograph, by misuse of somebody else's Entry IDC 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 duty violation. 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 repeated violation.***

**3.7** The Contractor is obliged to ensure that the Contractor's personnel will protect the Entry IDC 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 Entry IDC or pass. This contractual penalty includes the costs of issuance of a new Entry IDC or pass.***

**3.8** The Contractor shall report loss or theft of Entry IDC or pass of any Contractor's personnel to SBS without any delay. Loss or theft of Entry IDC for access into the controlled zone of MO34 (hereinafter as "CZ") shall the Contractor report 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 Entry IDC or pass and the Contractor's personnel may be banned from entry to the SE's premises.

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



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**3.9** At entry to and exit from SE premises, an SBS worker or other authorised employee of SE has the right to perform a personal check for any unauthorised items being bought in or taken out. .

**3.10** 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 personnel for breathalyser test or examination for the use of narcotic and/or psychotropic substances, to carry out such test/examination, or to supervise during the test/examination.

#### **3.11 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.

If breathalyser test for presence of alcohol result is over 0,00 mg/l (0,00 promile), 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 result of a test for presence of alcohol over 0,00 mg/l (0,00 promile) is confirmed, it will be proceeded in accordance with the rules defined in the General Terms and Conditions of SE valid from date of the Contract conclusion (hereinafter referred to as "GTC") which are available on the SE's web site: <https://procurement.seas.sk/procurement>.

#### **3.12 Reasonably Suspected Person for the use of narcotic and/or psychotropic substances**

The **Reasonably Suspected Person** is a person - the Contractor's worker, reasonably suspected, that is under the influence of narcotic and/or psychotropic substances, or at whom a positive result has been found based on an examination by SE or an examination at a respective health care institution.

The Reasonably Suspected Person shall be stripped of the Entry IDC, he shall be banned from entry, he shall be expelled from the SE's premises, escorted by SBS or an authorised worker of SE, and further it will be proceeded in accordance with the rules defined in the GTC on contractual penalties and sanctions, unless proven otherwise to SE by the Contractor.

**3.13** In case of rejection to undergo a test for the presence of alcohol or an examination for the use of narcotic and/or psychotropic substances, it will be proceeded in accordance with the rules defined in the GTC.

**3.14** 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:

- all kinds of weapons, ammunition, explosives, trap explosive systems, and their imitations;
- alcoholic drinks, narcotic, and psychotropic substances;
- unidentifiable biological and chemical substances;
- photographic instruments, cameras and other recording equipment without a permit for transferring material;

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

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.

At the demand of an SBS worker or authorised employee of SE, the Contractor is obliged to ensure that its workers accept an inspection of luggage, or inspection of vehicles and their spaces. At the demand of an SBS worker, a personal inspection may also be made..

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 duty violation case. Contractor's personnel 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.***

**3.15** 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 clause 6.8.

**3.16** Contractor is obliged to ensure that the Contractor's personnel avoids incorrect parking, disregarding of road signs, and violation of traffic rules pursuant to provisions of Act no. 8/2009 Coll. on road traffic and on the amendments and supplements on certain acts 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 duty violation case and may result in restricted number of issued entry permits for motor vehicles.***

**3.17** 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 to park motor or other vehicles in the protection zone of technical equipment of physical protection without a permit;





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- 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 of duty. In case that several Contractor's personnel repetitively violate special regime measures, SE is entitled to withdraw from the contract with the Contractor. 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 repeated violation.***

**3.18** The Contractor is obliged to ensure that the Contractor's personnel observes a ban on taking photos, filming or other recording in the SE structures.

***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 of duty.***

**3.19** The Contractor is obliged to ensure that no theft or attempted theft of SE's property or property of other supplier is committed by the Contractor's personnel at SE's premises or equipment.

***In case of such conduct, 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 as the maximum from the violation of duty. 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.***

**3.20** 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 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 of duty.***

**3.21** The Contractor is obliged to ensure that no proven disassembly of or interference in the technological equipment or for manipulation of technological equipment is made by

the Contractor's personnel 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 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 of duty.***

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

**3.22** The Contractor is required to promptly notify SE if the Contractor's employee, who has been allowed to enter the SE premises for the purpose of the Performance of the Contract, has ceased to meet the conditions for allowing the entry, in particular the integrity condition.

***If the Contractor fails to comply with the mentioned obligation, this shall be considered to constitute a material breach of the Contract with the possibility of immediate withdrawal from the Contract and concurrently SE may apply a contractual penalty against the Contractor amounting to EUR 1 700.00 per individual violation case.***

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

### **Occupational Health and Safety (OHS)**

**4.1** Prior to accession to the SE's workplace, the Contractor shall take over from SE (SE's Contract Manager, in cooperation with an object administrator) the workplace, indicating the conditions of OHS, of which the Contractor shall make a record in Daily pursuant to clause 6.19 or in a separate record on handover and takeover of workplace or in other provable way.

**4.2** The Contractor is obliged to ensure safe condition of used mechanisms, machines, equipment, tools, and materials, as well as the warehouses and workshops. 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 is obliged to ensure professional and health capability and sufficient training in the field of OHS and FP of the Contractor's personnel, as well as freelancers and employees of their subcontractors. The Contractor shall behave at the workplace and manage execution of contractual performance in such a way to prevent any damage to health of SE's personnel, own personnel as well as the personnel of any third party. The Contractor will act in order to prevent any damage to property and environment. The Contractor is obliged to ensure that the Contractor's personnel observes a ban on carrying out contractual performance under influence of alcohol and/or narcotic or psychotropic substances, on



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staying in the premises of SE under influence of alcohol and/or narcotic or psychotropic substances, as well as on using alcohol and/or narcotic or psychotropic substances at the workplace. The procedure how to carry out the test of use of alcohol and presence of narcotic and/or psychotropic substances is described in clauses no. 3.11 and 3.12.

**4.4** The Contractor is obliged to ensure that the Contractor's personnel uses only those entrances and exits, which are designated for them for this purpose, 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. After termination of contractual Performance, the Contractor shall hand over the workplace in clean and perfect condition. The condition of the workplace after the completion of the work is checked by the Contract Manager for the SE in cooperation with the administrator of the building, as well as when taking over the workplace

***In case of a 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 of duty.***

**4.5** Contractor shall ensure that their personnel stay at defined and marked workplace and related premises only.

**4.6** If the Contractor will use a subcontractor for the performance of the Contract, he is obliged to provide to SE's Contract Manager if necessary the requested documentation within the specified period in order to verify the established safety management system.

**4.7** Providing that more than one company is working simultaneously at the workplace taken over by the Contractor and the safety coordination is not ensured by the main safety coordinator appointed by SE, such Contractor is obliged to ensure a safety coordinator in the workplace pursuant to Decree of the Government of the SR No. 396/2006 Coll. on the minimum safety and health requirements for construction sites as amended. The Contractor shall ensure the performance of authorised safety technician during the execution of the Contract, at least 1 supervisor designated to control 50 persons. The Contractor is obliged to prove the performance of regular inspection activities by way of a written record.

**4.8** Contractor shall ensure that workplaces taken over by protocol are fitted with safety and health marking pursuant to Decree of the Government of the SR No. 387/2006 Coll. on requirements for ensuring of safe and healthy marking at work as amended and Slovak Government Decree No. 396/2006 Coll. on the minimum safety and health requirements for construction sites as amended and SE internal regulations.

**4.9** The Contractor shall ensure sufficient number of first aid kits during the execution of its activities at its workplaces in the premises of SE and ensure sufficient number (at least 10%) of professionally qualified persons for first aid provision.

**4.10** In order to perform the subject-matter of the Contract, the Contractor is obliged to apply an efficient OHS managerial system at its workplace. In case of meeting the prerequisite stated in clause 4.6 and also coordination of OHS,

it has to be demonstrated by OHS plan. When elaborating OHS 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 OHS 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 for each violation of duty.***

**4.11** 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 OHS 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.***

**4.12** SE provides coordination among individual Contractors on the construction site by OHS coordinators authorised by SE in accordance with Regulation of the Government of the SR No. 396/2006 Coll. on the minimum safety and health requirements for a construction site as amended. Documentation elaborated by SE's coordinators and their instructions when coordinating the activities will be binding for the Contractors.

**4.13** The Contractor will allow to SE's safety coordinators and persons authorised by SE for this activity an unlimited access to their workplace for the purpose of checking compliance with OHS rules at workplace in accordance with the current legislative rules and documentation issued by SE in the field of OHS coordination. Examination of Contractor's OHS 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 OHS 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.

**4.14** 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 or Contract Manager (design documentation coordinator, authorised by SE for this activity according to governmental decree no. 396/2006 Coll.). The



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Contractor shall inform in advance SE about any change in technological execution of performance and any change in its documentation.

**4.15** If needed the Contractor is obliged to allow access to its workplace for a rehearsal of an emergency event.

**4.16** The Contractor is obliged to equip their personnel with necessary personal protective equipment (**PPE**) and ensures their use. The minimum equipment of the personnel by the PPE is (i) a protective helmet with a fixation strip according to EN 397, (ii) safety goggles in accordance with EN 166, EN 170, (iii) safety footwear in accordance with STN EN ISO 20345 in the design at minimum S3 or S1P and (iv) the work clothing (on external construction site — clothing with reflective elements, eventually also a reflective vest), in the technological areas in antistatic version meeting the requirements of EN 1149-5. The Contractor is obliged to equip his personnel carrying out the activity of "load binder" with an orange warning waistcoat with inscription "Load Binder" and with sleeve for helmet with inscription "Load Binder". If the requirements for other prescribed PPE need to be complied with in order to execute performance, the Contractor shall ensure that those PPE are allocated and used in addition to the minimum requirements of SE. The obligation to use the minimum PPE applies for technological areas and construction sites of SE. Protective glasses for the Contractor's personnel working in the controlled area of nuclear plant shall be provided by SE. Contractor's employees shall have a visible name of the Contractor or sub-supplier they work for, on their working clothes. The marking has to be distinctive and permanent. Unless the personnel 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 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 2,000 for each case of duty violation. In case of repeated breach by the same person, such person shall be included in the database of undesirable persons and shall be banned from entry to SE premises for a period of 12 months from the breach.***

**4.17** 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 clause 4.13). The information must be handed over in a provable way.

**4.18** 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.

**4.19** During works, the Contractor is obliged to 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.

**4.20** The Contractor is obliged to fulfil their reporting duty in case of an extraordinary situation (injuries, fires, emergencies, near-misses, first aid etc.) towards the competent state administration authorities and to inform them as well as SE immediately (within 30 minutes) in order to perform an objective investigation and apply preventive measures. The Contractor is obliged to notify SE of any injury occurring during execution of activities under the Contract, whatever the accident's outcome, and subsequently to provide SE with information including a detailed description of the event. 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.

***SE may claim a penalty for the failure to report an emergency event (injury, dangerous events, accidents, etc.) by Contractor, amounting to EUR 2,000 for each violation of duty.***

**4.21** 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.

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

**4.23** The Contractor is obliged to respect the order to interrupt the contractual performance which is issued by SE's Contract Manager, or a person authorised by him, 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 provably inform the Contractor. 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.

**4.24** The Contractor is obliged not to use any materials and articles containing asbestos in the course of works under this Contract. If asbestos is found in the assigned work area or if there are grounds to suspect its presence, the Contractor shall be obliged to stop work and notify the competent supervisor, so as to ensure proper management of the situation. All subsequent activities relating to the situation shall be carried out in accordance with Regulation of the Government of the SR No. 253/2006 Coll. on protection of employees against risks related to exposition of asbestos as





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amended.

#### **4.25 Contractual Penalties for OHS and FP Violation**

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

- a) ***EUR 1,500 for individual case, if the violation is not classified as severe, very severe or extremely severe pursuant to Annex no. 1 to SSTC;***
- b) ***EUR 2,500 in case of a severe violation pursuant to Annex No. 1 to SSTC, for individual case;***
- c) ***EUR 5,000 in case of a very severe or extremely severe violation pursuant to the Annex no. 1 to SSTC, for individual case.***

***In case of the violation of legal regulations and rules on OHS by the Contractor, resulting in***

- a) ***an accident at work of a member of SE personnel, Contractor's personnel or third party personnel causing the affected person's incapacity for work lasting up to 30 days, SE may claim a contractual penalty from the Contractor in the amount of 1% of the Price, however not less than EUR 5,000 per each individual case,***
- b) ***a fatal accident at work of the SE personnel, Contractor's personnel or third party personnel, or serious accident at work of the SE personnel, Contractor's personnel or third party personnel that caused the personnel's incapacity for work lasting longer than 30 days, SE may claim the contractual penalty from the Contractor in the amount of 2% of the Price, however not less than EUR 33,000 per each individual case.***

***For breach of the OHS legal regulations and rules by a Contractor's personnel, SE may claim from the Contractor to ensure additional special OHS trainings for the said personnel; SE reserves the right to charge for such additional training directly from the Contractor's personnel.***

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

**4.26** The Contractor is obliged to ensure 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 2,000 for each and every case of violation.***

**4.27** Providing that there is more than one organisation working simultaneously at the workplace, the Contractor is obliged to coordinate FP as a part of its supply. The Contractor shall appoint in adequate extent authorised persons - FP coordinators having a professional competence of the FP technician at minimum.

**4.28** In order to perform subject-matter of the Contract, the Contractor is obliged to apply an efficient FP system at their workplace and also coordination of FP, which he is obliged to demonstrate by FP Plan. When elaborating FP 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 is obliged to submit the FP 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.***

**4.29** 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.

**4.30** The Contractor is obliged to allow to SE's safety coordinators and persons authorised for this activity by SE an unlimited access 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 contractual subject-matter from the aspect of the fire prevention may also be the Coordinator's subject of inspections.

**4.31** If needed the Contractor is obliged to allow access to their workplace for a rehearsal of a fire-fighting intervention.

**4.32** 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 (see clause 4.7). The information shall be handed over in a provable way.

**4.33** 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.

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

**4.35** The Contractor is obliged to observe the notification duty towards the competent state authorities in case of fire occurrence.

**4.36** 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





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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 2000 for each violation of duty.***

**4.37** 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.

**4.38** 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.

**4.39** 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.

**4.40** For the purpose of preventing fire pursuant to Act No. 314/2001 Coll. on fire protection as amended and Decree of the Interior Ministry of the SR No. 121/2002 on fire prevention as amended, the Contractor is obliged to:

- a) Secure preventive fire inspections in the premises and areas that were handed over to them 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 SE 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;

**4.41** The Contractor is obliged to mark all containers holding flammable substances, heavy heating oils, vegetable and animal fats, and oils which are placed in the Contractor's workplace, in accordance with Decree of the Interior Ministry of the SR No. 96/2004 Coll., which stipulates the principles of fire safety at handling and storage of flammable liquids, heavy heating oils and vegetable and animal fats and oils as amended and containers holding flammable gases and combustion supporting gases pursuant to Decree of the Interior Ministry of the SR No. 124/2000 Coll., which stipulates the principles of fire safety while activities with flammable gases and combustion supported gases as amended.

## 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 and on the amendments and supplements to certain acts (The Chemicals Act) as amended and Act No. 128/2015 Coll. on prevention of severe industrial accidents as amended and Regulation of the European Parliament and of the Council (EC) No. 1907/2006 concerning the registration, evaluation, authorization, and restriction of chemicals (REACH) and establishing the European Chemicals Agency, amending Directive 1999/45/EC and repealing of Council Regulation (EEC) No. 793/93 and Commission Regulation (EC) No. 1488/94, Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC a 2000/21/EC as amended and Regulation (EC) No. 1272/2008 of the European Parliament and of the Council (EC) on Classification, Labelling and Packaging of substances and compounds and amending and repealing of Directives 67/548/EEC a 1999/45/EC and on



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amending of Regulation (EC) No. 1907/2006 as amended (CLP) and in accordance with internal rules of MO34 Project with which they were acquainted.

- 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 or Contract Manager. 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 or Contract Manager 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 and the Project rule.
- 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. Prior to taking over the storage space, the Contractor is obliged to ensure the approval of storage operation and Rules of Operation by the Regional Public Health Authority.
- g/ After the expiry of the Contract, the Contractor shall vacate and empty the storage space leased premises (within 1 month) and hand them over to SE in original condition. The condition and emptying of storage and

leased premises after the completion of the work is checked by the Contract Manager for SE, construction supervision, handover and acceptance supervision in cooperation with the administrator of the building, warehouse.

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.

***In case of breach of any obligation pursuant to clause 5.1 by the Contractor, SE will be entitled to claim the contractual penalty from the Contractor amounting to EUR 1,000 and such violation will be considered a material violation of the Contract, with a 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 the Act no. 79/2015 Coll. on waste and on the amendments and supplements to certain acts as amended (hereinafter as the "Waste Act"), in particular:

- 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 and environment unit 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 just in designated containers 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 SE 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 manage the waste in compliance with the Waste Act and related legislation, to protect the place of collection of hazardous waste against leakage of contaminants into the soil, water and air.

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.

***In case of breach of any obligation pursuant to the clause 5.2 by the Contractor, SE will be entitled to claim the contractual penalty from the Contractor amounting to EUR 1,500 and such violation will be considered a material violation of the Contract, with a possibility for immediate withdrawal from the Contract.***

## 5.3 Handling of Hazardous Substances, the Earth Ozone Layer Depleting Substances by



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**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 and on the amendment of the Act of Slovak National Council No. 372/1990 Coll. on offences as amended (the Water Act) as amended and pursuant to internal rule of MO34 Project with which they were acquainted at the introductory training, 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 on the amendments and supplements to certain acts as amended and Regulation (EC) No. 1005/2009 of the European Parliament and of the Council on substances depleting ozone layer as amended;
- with fluorinated greenhouse gases in accordance with Act No. 286/2009 Coll. on fluorinated greenhouse gases and on the amendments and supplements to certain acts 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. 410/2012 Coll., with which some provisions of act on atmosphere are administered 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 and amount of emergency tools to localise potential leakages of used chemical substances and chemical mixtures in storage and activities.

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, SE 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. on waters and on the amendment of the Act of Slovak National Council No. 372/1990 Coll. on offences as amended (the Water Act) as amended and Act No. 128/2015 Coll. on prevention of severe industrial accidents as amended. SE takes the right to change the periodicity of stock-taking.

***In case of breach of any obligation pursuant to clause***

***5.3.1 to 5.3.7 by the Contractor, SE will be entitled to claim the contractual penalty from the Contractor amounting to EUR 1,000 and such violation will be considered a material violation of the Contract, with a possibility for immediate withdrawal from the Contract.***

5.3.8 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 is obliged to 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.***

5.3.9 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.

5.3.10 SE provides coordination among individual contractors on the construction site by safety coordinators authorised by SE in accordance with Regulation of the Government of the SR No. 396/2006 Coll. on minimum safety and health requirements for a construction site as amended. Documentation elaborated by SE's coordinators and their instructions when coordinating the activities are binding for the Contractor and the Contractor is obliged to observe them.

5.3.11 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 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



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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.

5.3.12 If needed, the Contractor is obliged to allow access to their workplace for a rehearsal of an emergency event (liquidation of the ecological or industrial accident).

5.3.13 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.

5.3.14 The Contractor is obliged to ensure 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.

5.3.15 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.

5.3.16 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.).

5.3.17 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.

5.3.18 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.

5.3.19 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.

#### **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 for each violation of duty..***

***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 personnel, the Contractor undertakes to compensate the damage in full extent within 15 days from its invoicing by SE.***

***In case that due to the activity of the Contractor arises an event with an impact on the environment (eg. release of hazardous substances into drains, soil, water, air, etc.) and this event will be timely identified and removed by the Contractor and no obligation reporting to the supervisory authority of government, the Contractor shall pay to SE the costs of pollution prevention (eg. deployment site fire safety unit, use of material-technical equipment, excavation of contaminated soil, disposal of waste from this event, etc.) based on detailed calculations carried out by SE.***

***Violation of valid legal environmental regulations in SE's area by Contractor's personnel 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 is obliged to ensure to be holding respective valid authorizations relevant to the subject of Contract performance pursuant to legal requirements of the Slovak Republic. Only professionally and medically capable personnel is entitled to carry out contractual performance. All the Contractor's authorisations and certificates of professional competence of their personnel shall remain valid for the entire duration of the contractual relation. The Contractor is obliged to ensure that the Contractor's personnel carry the respective documents on site and prove their health capability and professional competence upon request of SE.

The Contractor is obliged to ensure the presence of the Contractor's personnel of the position of a "Site Manager", responsible for the management and execution of the works, throughout the duration of the contract. This obligation also applies to all subcontractors of works involved in the execution of the performance.

***Failure to have valid authorizations and certificates of general, mental, health capability or professional competency by Contractor or their personnel during***





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***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 of duty violation.***

**6.2** The Contractor shall notify SE of each change — starting of works by a new personnel, termination of works by a personnel, temporary or permanent change of Contractor personnel's general, mental, health or professional capability, as well as a transfer of the worker to perform another contract concluded between the Contractor and SE, or a transfer of the worker to perform a contract of another contractor, - in the form of a record in Diary pursuant to clause 6.19 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 of duty violation.***

**6.3** SE 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 has agreed with this inspection.

The Contractor is obliged in accordance with Section 7b(5) of Act no. 82/2005 Coll. on illegal work and illegal employment, as amended, to provide without delay, at the request of SE, and in the extent necessary, the documents and personal data of natural persons (including Subcontractors) by means of whom the Contractor delivers work or services to SE, and which are necessary in order that SE can check whether the Contractor is not violating the prohibition of illegal employment. In the event of such violation of the prohibition of illegal employment, SE may apply against the Contractor a contractual penalty in the amount of 1% of the Price for each individual violation.

**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 OHS, 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 OHS, FP, environmental protection, technical standard and legal regulation valid on the territory of the SR 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 in the form of minutes.

**6.6** The Contractor is obliged, while performing and documenting of his activity for MO34 in terms of the Contract, to proceed according to the approved regulations of the Rules of Building provided by SE pursuant to clause 7.6.

**6.7** 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.

**6.8** 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. The Contractor is obliged to observe and to ensure that the Contractor's personnel observes a ban on using the 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, unless agreed otherwise in the contract.

***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 of duty.***

***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.***

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

**6.10** The Contractor shall install the scaffolding for their works 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 of the SR 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. Only the groups of Contractor's personnel 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 personnel 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



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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.

**6.11** The Contractor's authorized person or Contract Manager 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.

**6.12** 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.

**6.13** Contractor is obliged to execute performance on workplace in way preventing damaging of underground engineering networks and installations.

**6.14** Contractor is obliged to use during the works related to termination of electric cables and lines, the certified tools (pressing pliers) corresponding to STN EN 50109-1 (Manual pressing tools Tools for pressing the termination of electric cables and lines for the low frequency and high frequency applications.).

**6.15** The Contractor's personnel is 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 personnel or Contract Manager who will make a record of it.

**6.16** The Contractor is obliged to 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 Order, or in the Working Permission (**WP**), 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 personnel shall be equipped with work clothing and shoes without any metal components made of carbon materials and not polluted by these materials. The personnel is 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.

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

**6.18** 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 the conditions of increased radiation risk;
- "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 for handling with the Instrumentation and Control systems - I&C systems and electric protections and automation;
- "B" order for contractual performance on electrical installations.
- Permission for entrance to confined premises.

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 or Contract Manager.

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

**6.19** Assembly (Construction) logbook is kept in lines with Act No. 50/1976 Coll. on zone planning process and building code (the Building Act) 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.

**6.20** 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 or Contract Manager. 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.

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

- Daily statement of the nominal list of its personnel present in the performance on the workplace;
- Daily statement of the work completed that is required



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in accordance with the Contract; The list shall contain the unit of measure and the number of units pursuant to 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 Order;

- 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);

**6.22** SE's authorised person or Contract Manager shall record the following in the Logbook:

- The record on initial training of Contractor's personnel 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.

**6.23** If SE record 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.

**6.24** 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.

**6.25** 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.

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

**6.26** Providing that elaboration of the design and technical documentation (**PD**) and/or contractual technical documentation (**STD**) 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.

**6.27** 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**).

**6.28** 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 SO or DPS, contractual technical documentation of the delivered equipment, documentation of the respective detailed designs (**VP**) 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.

**6.29** 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.

**6.30** 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 shall be a part of the project, for the purpose of STD shall be prepared in the form of a protocol on documentation checking. SE shall provide the form and template for filling in the protocol. Details of the method of delivery and take-over of the documentation, forms and formats of the PD and STD documents are further provided in the project rules PNM34080144 – General rules for suppliers for submission of documents for SE and for the preparation of the Plan and schedule of engineering activities, PNM34080296 – Manual on the structure and extent of contractual technical documentation and PNM34080016 – Management of the technical documentation.

**6.31** The Contractor shall submit an elaborated design, technical documentation during the execution of Performance to SE in accordance with the agreed time-schedule; the



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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.

**6.32** 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. If the Contractor submits documentation in \*.PDF format, it is also obliged to submit the source files from which the \*.PDF files were created. 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.

***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 begun day of duty violation.***

**6.33** The Contractor is obliged to contractually pass on to all its subcontractors the respective obligations arising to it from the SSTC, and shall be liable for their fulfilment and for any damages to SE. Prior to commencing work on the performance of the subject matter of the Contract, the Contractor shall inform SE of the subcontractors who will participate in the performance of the Contract.

**6.34** During the performance of work on Unit 4, the Contractor shall respect and comply with the instructions for facilities that are part of the future operation of Unit 3 and are accessible from Unit 4. The Contractor is prohibited from carrying out without permission any activities or interference with equipment in the premises of Unit 4 which is functionally necessary for the operation of Unit 3.

## 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 personnel breaching the operational rules of the changing rooms.

**7.4** SE will allow access of the Contractor's personnel 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 personnel to use the site shuttle transport service organised by SE.

**7.6** SE will provide the Contractor with all the valid regulations of the "Rules of Building" system in an electronic form.

## 8 Emergency Readiness

**8.1** Contractor who will perform works for completion of units 3 and 4 (in the premises of location 1 and 11) is obliged to proceed in compliance 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 its emergency group, which, in case of a radiation event on nuclear installation in EMO units 1, 2, or 3 or any other emergency situation, will control the activities on the defined gathering places in line with the applicable internal emergency plans 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 MO34 emergency response.

**8.4** In case of an event on nuclear installation in EMO units 1, 2, or 3 and during the whole-area emergency exercise,



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emergency drills and trainings, the Contractor's personnel, including personnel 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, 2, or 3 within the extent of members of contractor's emergency group and in case of request from NRA also of the selected group of Contractor's personnel.

**8.7** The Contractor is obliged to arrange sufficient number of individual protection means for the personnel (in addition to the prophylactics) complying with requirements of the Contractor emergency plan and applicable internal emergency plans for MO34.

**8.8** The Contractor is obliged to provide communication lines between the Contractor emergency group and MO34 emergency group.

**8.9** Contractor is obliged to arrange training of their personnel, including personnel 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 personnel, including personnel 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 MO34 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.

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

**8.13** 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.

***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 of violation. In case of repeated violation, SE may claim from the Contractor a***

***contractual penalty amounting to EUR 800 for every next violation of duty.***

## 9 Nuclear Safety

**9.1** The Contractor is obliged during the execution of works and in activities on classified equipment, to follow all the requirements and regulations concerning the nuclear safety in accordance with the requirements of Act no. 541/2004 Coll. on peaceful use of nuclear energy (Atomic Act) and on the amendments and supplements to certain acts as amended (hereinafter as "**Atomic Act**") as amended, and respective regulations.

**9.2** The Contractor is obliged to pay increased attention to activities in the execution of a Performance on classified equipment for reason of the direct effect of this equipment on nuclear safety. The Contractor undertakes to observe organisation for safe work with nuclear installations.

**9.3** The Contractor undertakes to collaborate and present the necessary documentation at the execution of compliance checks under the Atomic Act, as amended, and relevant regulations.

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

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

**9.4** The Contractor is obliged to comply with basic nuclear safety conditions at the NPP so that during the execution of contractual performances it does not disturb the cooling fuel elements in all regimes of building and commissioning works.

**9.5** The Contractor is obliged to comply with the basic nuclear safety conditions at the nuclear power plant so that there is no disruption of nuclear safety during contractual performances due to any failure to secure equipment against the intrusion of a foreign object. The Contractor is obliged to comply with conditions specified in the methodological instruction MO34 / MNA-850.13 "Measures to prevent the intrusion of foreign objects into the open equipment".

The Contractor is obliged to prevent the fall of any foreign objects or parts of equipment, or manipulators into open equipment of the primary circuit, into the fuel exchange pool and into the spent fuel storage pool during the execution of contractual performances. If a foreign object falls into the open equipment of the primary circuit, there may occur local and overall reduction in cooling and, as a result, overheating of the core or damage to the fuel.

The Contractor is prohibited from interfering with the configuration of the nuclear facility or manipulating it in any way that could impact on the equipment and endanger nuclear safety.

The Contractor may perform on equipment only those activities



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for which it has been issued with the required permits. .

#### **Organisational measures for preventing the intrusion of foreign objects into open equipment of the nuclear power plant (NPP)**

**9.6** The Contractor undertakes to comply with measures for preventing foreign objects (foreign material exclusion – FME) from entering NPP equipment and open equipment during Works and to take execute all related contractual performances on open NPP equipment only on the basis of the approved work timetable (**HMG**).

**9.7** In the case of a foreign object falling into open equipment of the primary circuit, the Contractor, after learning of this fact, is obliged to immediately inform an authorised SE employee or the SE Contract Manager.

*If the Contractor fails to report a foreign object falling into the open primary circuit, a contractual penalty in the amount of €1700 may be applied to the Contractor for each detected case of a breach of this duty.* Payment of the contractual penalty to pursuant to the preceding sentence shall not prejudice SE's right to compensation for damage that may arise to SE due to a failure to report this event in time.

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

**9.8** 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 personnel and contractual performance on the postament of the nuclear installation is a controlled process managed by MO34 personnel. Safety procedures and respective legal regulations have to be followed during the construction and commissioning works.

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

**9.9** The Contractor is obliged to observe a ban on using 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 CZ. It is forbidden to use the polythene of yellow colour in the technological area out of the CZ; it is possible to use the polythene of other bright colour.

**9.10** The Contractor is obliged to observe a ban on bringing material or objects into the CZ, 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"), is obliged to follow especially the following 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 as amended,
- Act No. 87/2018 Coll. on radiation protection and on the

amendment of certain acts as amended,

- Decree of the Ministry of Health of the SR No. 99/2018 Coll. on securing the radiation protection as amended,
- Decree of the Ministry of Health of the SR No. 209/2014 Coll. stipulating the scope of training, the scope of requested knowledge for examination of professional competence, details about establishment and performance of examination committees of professional competence, details of the test before a board to test professional competence, the contents of certificates of professional competence and the scope of updating training as amended,

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 or Contract Manager 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.

The Contractor is obliged to optimise the organisation of works in connection in cooperation with the SE Contract Manager so as to minimise the radiation dose for the Contractor's workers.

**10.4** The Contractor is obliged to prove the health capability of their personnel working in the CZ and observe the rules for monitoring internal and external exposure.

**10.5** Prior to the start of activities in the controlled zone, the Contractor shall provide the SE's Radiation Protection unit in relevant plant, not later than 3 working days in advance, with:

- "Application for issuing a long-term entry permit to CZ" together with the data and the Annex 8 to Act no. 87/2018 Coll.,
- list of employees indicated as responsible managers of works on the "R" order,
- name and contact information of the professional representative.

If the Contractor's personnel has no domicile in the SR, the Contractor is obliged to ensure that he presents SE a personal radiation card issued in the country of domicile or other document of the personal doses.

**10.6** 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



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personnel by SE.

**10.7** The Personnel 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.

**10.8** At execution of contractual performance with ionizing radiation sources (x-ray instruments, high-level emitters for defectoscopic purposes, closed and open radiators with activity greater than deliberation level), the Contractor shall observe operational and emergency plans of defectoscopy workplace and the instructions of staff from the Radiation Protection unit. The performance of works with the indicated ionising radiation sources outside the controlled zone must be notified to the Radiation Protection unit of the respective plant at least 24 hours before the start of works.

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

**10.10** Any material, tools or fixtures may be taken out from the Controlled zone only after their radiation inspection carried out by the measuring devices and after meeting the criteria for day removal.

**10.11** SE shall provably notify, train and test the Contractor in the rules and measures concerning the radiation protection prior to initiation of contractual performance (Section 11 of the Decree of the Ministry of Health of the SR No. 99/2018 Coll. on securing the radiation protection as amended).

**10.12** 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

personnel; results will be notified to the Contractor.

**10.13** 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 radiation protection related protective means for the Contractor's personnel during the activities within the controlled zone. In the case that their impermissible contamination is detected damage or, the immediate replacement will be provided.

**10.14** 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, recycling, storing, and processing waste and act in accordance with them. In the case of any breach to such principles, SE shall notify the Contractor of such breach and in case of the repeated breaches, SE may withdraw the Contractor's permit to enter the CZ.

***Provable violation of duties given in the article 10. Radiation protection will entitle SE to claim contractual penalty from the Contractor amounting to EUR 1,700 per individual violation case and the personnel 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 personnel's permit to enter the controlled zone will be withdrawn for good.***

## **11 Annexes**

1. Indicative list of severe, very severe and extremely severe breaches of occupational safety



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**Annex Nr.1 to SSTC**
**INDICATIVE LIST OF SEVERE, VERY SEVERE AND EXTREMELY SEVERE BREACHES OF OCCUPATIONAL SAFETY**

Category	Breach	Severity
<b>Accidents and events reporting</b>	Failure to notify to SE (within 3 hours from the event) accident with result of death or grievous bodily harm, or any injuries relating to electrical accidents or accidents due to fall from heights, or to the depth regardless of prognosis.	III.
	Failure to notify SE (within 3 hours from the event) registered accidents or recorded accidents.	II.
	Failure to notify SE without any delay (at latest within 30 minutes) of the inception of accident or dangerous event.	I.
<b>General provisions</b>	Failure to participate at coordination meetings (if mandatory according to OHS regulations or SE procedures).	I.
	Failure to appoint/identify the Head of Works.	II.
	Failure to appoint or to perform the activity of the safety coordination representative / documentation coordination representative, authorised safety technician in accordance with the requirements of SE (failure to apply the safety / documentation coordination institute).	II.
	Insufficient or missing control or supervision of the performed work.	II.
	Failure to perform "Pre-Job check" (if applicable).	II.
	Consumption of alcohol, narcotic and/or psychotropic substances at the workplace.	III.
	Employment or using of personnel not notified to SE or not approved by SE.	III.
	Employment or using of personnel without professional profiles / qualification / training requested to perform the activities or without required health capacity in compliance with OHS and FP regulations and SE rules and requirements (such as works on electrical installations, works in confined space, works at height, underwater works).	III.
	Start of activities before obtaining authorization from SE.	III.
	Use of special vehicles/machineries/equipment not in compliance with applicable regulations and technical standards.	II.
	Use of special vehicles/machineries/equipment not previously declared to SE (e.g. loads hoisting/lifting equipment, bucket truck).	II.
	Unauthorized use of special vehicles/machineries/equipment owned by SE.	II.
	Lack of relevant documentation to certify controls/tests on contractor's special vehicles/machineries/equipment, used during works for SE, according to OHS regulations.	II.
	Failure to respect regulations relevant to Code of traffic.	II.
	Utilization of tools, equipment, machines and chemical substances, the usage of which has not been approved by SE or is not compliant with the technical standards and legislative requirements.	II.
Manipulation with scaffolds / temporary structures / protective measures belonging to	III.	





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	SE or other contractors.	
	Failure to use temporary equipment and fencing on construction site and insufficient maintenance thereof.	I.
	Lack of contractors' procedures related to safety relevant activities to be executed (e.g. missing of safe work procedures, technological procedures).	II.
	Insufficient or missing documentation necessary for inspections in OHS and FP areas which is determined by SE or by legislation.	I.
	Failure to comply and follow SE emergency plans and procedures	II.
	Failure to use PPE or the use of PPE non-compliant with OHS standards or damaged (e.g. CE conformity marking relevant to European Community).	I.
	Failure to sign workplace or to adopt adequate barriers to fence/enclosure the area whenever necessary.	II.
	Deficiencies in arrangements for work at the open reactor or other open technology and in foreign material exclusion (FME).	I.
	Presence of a person under the influence of alcohol or other narcotics and/or psychotropic substances at the workplace in the premises of SE or at the workplace outside the premises of SE and bringing such substances to the SE premises or to the workplace outside SE premises.	III.
	Failure to respect the safety and health labelling, instructions and prohibitions.	I.
	Missing/incorrect/incomplete safety signs.	I.
	Utilization of working equipment, the technical condition or version whereof does not comply with the safety regulations.	II.
	Improper arrangement/storage of materials at the construction site/workplace.	I.
	Failure to keep order and cleanness in the construction/workplace and other premises of SE that are utilized.	I.
	Lack of adequate measures concerning emergency management.	II.
	Damage to SE property.	II.
<b>Electrical risks</b>	In case of live working, failure to apply / incorrect application / incomplete application of relevant OHS procedures.	III.
	Failure to use PPE and Collective Protective Equipment for electrical risks.	III.
	Use of PPE and Collective Protective Equipment for electrical risks not compliant with OHS regulations.	III.
	In case of works at live electric equipment, the use of equipment owned by the Contractor that is uncontrolled and unrevised (by the persons responsible for the area in question).	III.
	In case of works with live electric equipment, insufficient checking (by the persons responsible for the area in question) of working means owned by the Contractor and non-existence of valid certificates.	III.



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	Non-compliance / incomplete compliance with other H&S regulations and ENEL provisions regarding prevention of electrical hazards.	II.
	Insufficient earthing and protection of manual tools used at the workplace.	III.
<b>Work at heights and above free depth</b>	Failure to use PPE and Collective protection against falls from a height and into a free depth in the case of risks of a fall from height and into a free depth..	III.
	Use of PPE and Collective protection against falls from a height and into a free depth in the case of risks of a fall from height and into a free depth that is not in accordance with OHS regulations.	III.
	Non-compliance / incomplete compliance with other OHS regulations relevant to works at height.	III.
<b>Mechanical load lifting</b>	Incorrect use of load lifting equipment / adoption of incorrect procedures for load lifting.	II.
	Lack of procedures for load lifting operations by mechanical equipment.	II.
<b>Works with exposure to chemical risks</b>	<i>Carcinogenic – Mutagenic – Acute Toxic Substances</i>	
	Failure to notify SE of bringing of such chemicals into SE sites.	III.
	Missing/incomplete compliance with OHS regulations and SE regulations regarding labelling and safety data sheet while handling, transporting, using and storing chemicals.	II.
	Deficiencies and breaches of rules regarding works with the risk of exposure to dust from asbestos or from materials containing asbestos.	II.
	<b>Other chemicals</b>	
	Failure to notify SE of bringing of such chemicals into SE sites.	II.
	Missing/incomplete compliance with OHS regulations and SE provisions regarding labelling and safety data sheet while handling, transporting, using and storing chemicals.	I.
<b>Physical factors</b>	Failure to execute sufficient protective measures at works with exposition of physical factor.	II.
<b>Fire protection and works with increased danger of fire / explosion inception</b>	Deficiencies and breaches of rules regarding fire protection (legal regulations and SE internal regulations).	II.
	Missing/incomplete compliance with FP regulations and SE regulations on protection measures in explosive atmosphere (ATEX).	III.
	Violation of the prohibition of smoking.	II.
	Works performed not in compliance with OHS regulations and SE regulations regarding works with increased danger of fire inception.	II.
<b>Excavations</b>	Missing/insufficient measures to ensure OHS related to excavations.	II.
<b>Work in confined places</b>	Missing/insufficient measures to ensure OHS at works in confined spaces.	III.



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<b>Works above water/with hydraulic risk</b>	Works performed not in compliance with OHS regulations and SE provisions concerning risks related to works above water.	II.
	Works performed not in compliance with OHS regulations and SE provisions concerning hydraulic risk.	III.
<b>Underwater work</b>	Works performed not in compliance with OHS regulations and SE provisions relevant to underwater works.	III.

**KEY**

III.	Extremely severe breach
II.	Very severe breach
I.	Severe breach