



Slovenské elektrárne, a.s., Bratislava General Technical Terms of Performance in SE (plants)

1 General provisions

- 1.1** These General Technical Terms of Performance in Slovenské elektrárne, a.s. (hereinafter as "**GTT**") form inseparable part of the Contract in case of contractual performance executed in the premises of plants of the company Slovenské elektrárne, a.s. pursuant to clause 1.3.
- 1.2** Any different provision agreed in the Contract takes preference over the wording of the GTT.
- 1.3** For the purposes of the GTT herein Slovenské elektrárne, a.s. are designated "**SE**" regardless of the terms used in the Contract. The following plants are in operation within SE:
- Nuclear Power Plant Mochovce (EMO),
 - Nuclear Power Plant Bohunice (EBO),
 - Power Plant Nováky (ENO),
 - Power Plant Vojany (EVO),
 - Hydro Power Plants (VE).
- The GTT shall be valid for all plant types, except for the highlighted provisions valid for a particular type of a power plant only.
- 1.4** 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 GTT 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 authorized Contractor's person permanently available throughout execution of contractual performance and acting as partner of SE's authorized person at organization of contractual performance and solution of problems related with contract performance and defined as 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.
- 1.7** For the purposes of the GTT 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 these GTT the "**Workplace**" shall mean a place of work construction, performance of works, site, place to perform repair, maintenance or modification of the subject, provision of service pursuant to the Contract or the Order pursuant to clause 1.9 or other SE's written request which was taken over by Contractor from SE in a protocol in the form of minutes.
- 1.9** For the purposes of the GTT herein the "**Order**" shall mean an order for work performance, a job order.
- 1.10** 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 GTT via a written notice and to concurrently publish the new GTT 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 personnel entering the premises of SE plants takes part at the entry clearance course (including verification of knowledge, e.g. in the form of a test) before the beginning of the Performance in order to gain or maintain general capability for entry and safe movement, stay and execution of contract Performances in the premises of SE depending on the particular plant including a briefing on the electronic attendance system used at SE's premises, in accordance with the following provisions. The Contractor is obliged to ensure that the Contractor's personnel attends the entry clearance course periodically at least once every 24 months, unless stated otherwise herein. The respective trainings shall not replace periodical trainings of personnel in fields: Occupational Health and Safety ((hereinafter referred to as "**OSH**") and Fire Protection (hereinafter referred to as "**FP**") obligatory pursuant to the requirements of the relevant legal regulations, passing of which the Contractor is obliged to ensure.
- 2.2 Nuclear Power Plants (Nuclear Power Plant Mochovce – EMO and Nuclear Power Plant Jaslovské Bohunice – EBO)**
- 2.2.1 The Contractor shall consult with SE the



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- requested "entry clearance course" type for Nuclear Power Plants (NPP) and other details.
- 2.2.2 The Contractor is obliged to ensure the entry clearance course to its personnel under the currently applicable rules on entry clearance course for the contractors whose valid text is published on the website: <https://obstaravanie.seas.sk/entry-clearance-courses-for-suppliers>.
- 2.2.3 SE are entitled to carry out repeatedly, at least once every 12 months, the verification of knowledge of the Contractor's personnel pursuant to clause 2.1, obtained during entry clearance course.
- 2.3 Power Plant Nováky – ENO, Power Plant Vojany – EVO**
- 2.3.1 The trainings are provided by SE at ENO and EVO. The trainings are focused on specific conditions of the Performance in the respective plant. SE shall issue a document on completing the introductory training to the trainee.
- 2.4 Hydro Power Plants (Trenčín HPP)**
- 2.4.1 All Contractor's personnel entering hydro power plants (HPP) shall be obliged to pass an entry clearance course (not later than a week before accession to the workplace in HPP). The training shall be provided by SE at the seat of the plant Trenčín HPP.
- 2.4.2 SE shall issue a document on completing the entry clearance course to the trainee.
- 2.5 All power plant types**
- 2.5.1 The personnel of the Contractor shall be obliged to pass "**Initial Training**" on the workplace before the first entry to the SE's workplace - the instructions regarding actual working and safety risks specific for the particular work types and the particular workplace. The training is organized by SE, on the date agreed upon with the Contractor. SE shall record the passed training in the Diary pursuant to clause 4.2.1 or in the Book of training records.
- 3 Conditions for granting access and entry to plant structures, physical protection**
- 3.1** The system of physical protection (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 (physical protection workers) and by the Private SecurityService (hereinafter "**SBS**") on a contractual basis.
- 3.2** The Contractor is obliged to ensure that the Contractor's personnel entering the SE operations
- observes the implemented measures of the physical protection system, the rules specified in the following provisions of the GTT and observes the instructions of physical protection and SBS personnel.
- For the violation of duties specified in Item 3.2, SE can claim a contractual penalty from the Contractor, in the amount of EUR 300.00 for each violation of duty.***
- 3.3 Permission of entry to Contractor's personnel**
- 3.3.1 The precondition for permitting an independent entry of the Contractor's employees to the premises of SE is the compliance with the conditions of eligibility and qualification for entry to be proved by submission of the following documents **at the gatehouse of any plant**, at which the performance will be executed in accordance with the Contract (in case of HPP submission to the Contract Manager), at least **30 days** prior to the beginning of performance in accordance with the Contract, unless the Contract was concluded later:
- 3.3.1.1 The list of identification data of the personnel, who will execute the performance according to the Contract, in electronic form in the requested structure according to the predefined template available at the following web site of SE: <http://www.seas.sk/entry-clearance-process>.
- 3.3.1.2 Originals of the signed forms "Provision of/notice of changes in personal data for the purpose of registering the entry into nuclear facilities" in case of the entry for NPP, or "Provision of/notice of change in personal data for the purpose of registering permanent entry into non-nuclear facilities" in case of the entry for ENO, EVO and VE, processed in written form for all the entering personnel.
- 3.3.1.3 The copies of the following documents for every entering Contractor's personnel:
- a) in case of entries for NPPs**
- o the document on completing the entry clearance course.
 - o Document on integrity – original of the excerpt from the Register of Criminal Records, which may not be older than 3 months before the first assumed accession of Contractor's personnel to provision of Performance in NPP and it is required to be submitted every three years thereafter; any eventual criminal record is assessed individually and may be a reason for refusal of entry to the premises of SE.
- Depending on the type of SE areas, in which the Performance will be executed, the Contractor shall be also obliged to submit:
- o certificate from test of mental capability



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(for entering the protected or internal area of the NPP) - passed in the psychological workplace holding a certificate for performance of psychological activities, its submission is required every 3 years thereafter, unless other certificate validity was defined by the psychological workplace.

- o documents in accordance with items 8.4 and 8.5 (for entering the areas with ionizing radiation).

In case of entry to both NPP plants (EMO, EBO), it's sufficient to submit valid documents only in one of them.

b) in case of entries for ENO, EVO and HPPs

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

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

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

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

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

- b) Documents on professional competence and education of the person who does not

have Skills Passport according to the clause 4.1.3:

- c1 - List of professional competences (qualifications) of the personnel in electronic form in the requested structure according to the predefined template available at the following web site of SE: <http://www.seas.sk/entry-clearance-process>
- c2 - copies of the documents on professional competence and education of the personnel if it is necessary for the Performance of the subject matter in compliance with the legal regulations of the Slovak Republic and requirements of SE. If a foreign Contractor executes the Performance on the basis of equivalent authorizations of the Contractor and certificates of professional competence of its personnel issued by the bodies from EU member states or third 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 by the issuance of the decision on the recognition of professional competence by the National Labour Inspectorate (pursuant to § 6 (1) (a) and (e) of the Act No. 125/2006 Coll. on labour inspection and on the amendment of the Act No. 82/2005 on illegal work and illegal employment and on the amendments and supplements to certain acts as amended) to the activities referred to in the list of regulated professions in the Annex 2 of the Act No. 124/2006 Coll. on occupational health and safety and on amendments and supplements to certain acts as amended.

3.3.3 SE shall approve the entry permit for Contractor's personnel in electronic form, after fulfilling all the above-mentioned requirements.

SE have the right to refuse entry to a person who has been evaluated negatively in SE or to a person for which the Contractor has not submitted documents confirming the required qualifications.

The entry shall be permitted only for the period of the contractual relation duration.

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.

3.3.4 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



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- 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.
- 3.3.5 If there is a need of permitting the entry to a Contractor's personnel for the performance of another Contract, it is not necessary to submit again the documents submitted already in the past in accordance with clause 3.3.1, provided that their validity has not expired yet. After the approval of the entry, each personnel of the Contractor, or in case of HPP the personnel of the Contractor appointed by the SE's Contract Manager, shall take an entry ID card (hereinafter the "**Entry IDC**") at the gatehouse, or in case of HPP at the gatehouse of HPP Headquarters in Trenčín. The Entry IDC must be worn by the personnel in the SE plant area continuously in a visible place.
- 3.3.6 The Entry IDCs are issued to the Contractor's personnel only for the Contract duration or for the respective time period in the cases of partial or repeated performance on the basis of Framework or long-term Contracts. After the expiry of the period of granting the entry permit, the Entry IDC shall be blocked. Also in case of loss of professional competence of a personnel, the Entry IDC shall be blocked.
- 3.3.7 The Contractor is obliged to ensure that after the end of Contract duration, every Contractor's personnel returns the Entry IDC at the gatehouse of the respective plant **within 5 working days** from the end of Contract duration.
- A violation of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 30.00 for each case of duty violation.***
- 3.3.8 The Contractor shall follow the provisions of this article also at each new personnel arrival for the purpose of Contract performance.
- 3.4 Permission of transfer of material and of entry to Contractor's vehicles**
- 3.4.1 In case that the Contractor brings to the SE's premises **the tools, fixtures and material**, for the purpose of obtaining the permit, he shall be obliged to submit to the SE's Contract Manager the Application for permitting the transfer of material through the gatehouse in electronic form in the requested structure according to the predefined template available at the following web site of SE: <http://www.seas.sk/entry-clearance-process>, in compliance with the requirements of clause 4.1.6., separately for the tools and fixtures of the Contractor, which will be removed from the SE's premises after the Contract termination, and separately for the material, which will be inbuilt within the Contract performance.
- 3.4.2 In case that for the purpose of Contract performance, the Contractor needs to **enter** the SE's premises **by a vehicle**, for the purpose of obtaining the permit he shall submit to the SE's Contract Manager the application for permitting the entry of vehicles in electronic form in the requested structure according to the predefined template available at the following web site of SE: <http://www.seas.sk/entry-clearance-process>. With the application for the entry of vehicles, the Contractor shall also submit copies of certificates of roadworthiness of all the entering vehicles. The entry of motor vehicles to individual plants is permitted only for a necessary period of loading and unloading or for a necessary time of Contract performance. In some justified cases an exception may be granted by SE. In case of leak of hazardous substances from a vehicle, such a vehicle shall not be granted entry permit into the SE's premises.
- 3.5 Rules of entry into and behaviour on the SE's premises**
- 3.5.1 Contractor's personnel enters the SE's premises exclusively through the controlled entrances using the Entry IDC.
- 3.5.2 The Contractor is obliged to ensure prevention of third persons' entry to SE's premises by providing the Entry IDC or a pass with a photograph by his own personnel, for misuse of alien Entry IDC or pass with a photograph and for unjustified use of emergency exits by his own personnel without registration.
- A violation of the above mentioned duties will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 800.00 per each duty violation case. Contractor's personnel will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months from the violation of duty.***
- 3.5.3 The Contractor is obliged to ensure that the Contractor's personnel protects the identification card or pass against loss, destruction, damage or theft.
- A violation of the above mentioned duties will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 30.00 for each violation of duty. This contractual penalty already includes the costs of issuance of Entry IDC or pass.***



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3.5.4 The Contractor is obliged to 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 SE EMO (hereinafter as "CZ") shall be reported by the Contractor 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 into SE's premises.

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

3.5.5 The Contractor is obliged to ensure that every Contractor's personnel working on the NPP premises carries, in addition to the Entry IDC, a Contract ID Card (**Contract IDC**). This identification card shall be assigned to him/her by the SE's Contract Manager for the respective Contract. The Contractor is obliged to ensure that in case of loss, every Contractor's personnel reports the fact to the SE's Contract Manager. The Contractor is obliged to ensure that the Contractor's personnel returns the Contract IDC no later than till the acceptance of the last performance executed by the Contractor on the basis of the respective Contract.

3.5.6 The Contractor is obliged to ensure that the Contractor's personnel, when entering the NPP, reports to the PP staff and the Radiation Protection unit their previous medical radiological examination with the use of the contrast radioactive substance (radiopharmaceutical), or the treatment using radiopharmaceutical. The Contractor is obliged to ensure that the Contractor's personnel submits proof of passing the examinations, respectively treatment with the use of a radioactive substance (radiopharmaceutical).

3.5.7 Contractor undertakes to observe the prohibition of bringing in and taking out unpermitted things and items to the premises of SE.

It is forbidden to bring the following items into 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.

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.

Upon entry to SE premises, and also during a stay in SE premises, an SBS employee or other authorized employee of SE is entitled to carry out a personal check for any unauthorised items being brought in or taken out.

3.5.8 Upon entry to the premises of SE, as well as during the stay in the premises of SE, the SBS worker, SE's safety technician or entrusted employee of SE the right to ask the Contractor's personnel to undergo a breathalyser test or an examination for the use of narcotic and/or psychotropic substances, to carry out such test/examination and to supervise this test/examination.

3.5.9 Test for presence of alcohol

The result of a test for presence of alcohol 0,00mg/l (0,00 promille) 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>.

3.5.10 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 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.



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

3.5.12 Contractor undertakes to observe prohibition of bringing in and taking out unpermitted things and items to the premises of SE.

The Contractor is obliged to ensure that at an SBS worker's demand or on the request of the SE's authorized employee, the Contractor's personnel stands inspection of luggage or vehicles and their spaces. At an SBS worker's demand, also a personal inspection.

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

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

3.5.13 The Contractor is obliged to ensure that Contractor's vehicles enter the premises of SE solely via determined entry gate and are subject to inspection of bringing in permitted or prohibited things and materials in accordance with Item 3.4.1. The Contractor is obliged to ensure that no wrong parking, disregarding of road signs and violation of traffic rules occurs pursuant to provisions of act No. 8/2009 Coll. on road traffic and on the amendments and supplements to certain acts as amended, on access roads in SE's property, on SE's premises, including the obstructing of intervention vehicles crossing.

Violation of above mentioned duties will entitle SE to claim contractual penalty from the Contractor amounting to EUR 400.00 per each individual violation case and may result in restricted number of entry permits for motor vehicles.

3.5.14 The Contractor is obliged to observe the following special regime measures on SE's 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;
- prohibition of unauthorized handling of technical means of physical protection and of evocation of their alarm status;
- prohibition of the unauthorized movement inside the area, of not respecting the

instructions for entering persons and SBS guard's instructions;

- prohibition of physical assaulting of an SBS guard or other person on the SE's premises.

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

3.5.15 The Contractor is obliged to observe and also to ensure that the Contractor's personnel observes a ban of no taking photos, filming or other recording in SE structures.

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

3.5.16 The Contractor is obliged to ensure that no theft or attempted theft of SE's property or property of other supplier is committed by his staff at SE's premises or equipment.

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

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

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



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

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

In case of multiple violation of above mentioned duties will entitle SE to claim contractual penalty from the Contractor amounting to EUR 400.00 per every next violation case.

- 3.5.19 The Contractor is required to promptly notify SE if the Contractor's employee, who has been allowed to enter the SE's 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 Conditions of contractual performance and technical equipment of the Contractor

4.1 Common provisions

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

Failure to have valid authorizations and

certificates of general, mental, health or professional capability during execution of contractual Performance by Contractor and his personnel shall be deemed for material breach of Contract with the possibility of immediate withdrawal from Contract. SE will be also entitled to claim contractual penalty from the Contractor amounting to EUR 800.00 per detected case of duty violation.

- 4.1.2 The Contractor shall notify SE of each change – starting of work by a new person, termination of works by a personnel, temporary or permanent change of Contractor personnel's general, mental, health or professional capability, as well as a transfer of the employee to perform another contract concluded between the Contractor and SE, or a transfer of the employee to perform a contract of another contractor, in the form of a record in the Diary pursuant to clause 4.2.1 or by a separate letter.

Failure to report changes stated in this clause will entitle SE to claim contractual penalty from the Contractor amounting to EUR 800.00 per detected case of duty violation.

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

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

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

- 4.1.4 The Contractor is obliged to carry out checks of their personnel, aimed at compliance with applicable laws and internal regulations of SE, with which he was familiarised. The Contractor is obliged to record the results of the checks in the Diary pursuant to clause 4.2.1 immediately after the inspection.
- 4.1.5 The Contractor shall observe valid rules and conditions for preparation, execution and



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- coordination of contractual performance based on SE's instructions at execution of Performance on operated units and performed during unit operation and unit outages.
- 4.1.6 The Contractor shall submit to SE's Contract Manager before the start of the Performance an electronic Request for a Permit for the transfer of material through the gatehouse, containing a list of brought and taken out unambiguously marked tools, measuring instruments, machines, devices and fixtures, work and protection means, binding means brought to the plant area along with the documents proving compliance with the requirements for quality of brought working and protective devices and equipment (certificates and other documents proving determined properties) prior to the initiation of the Performance. The list shall be also used for inspection of taken out equipment after the Performance completion. The Contractor is obliged to observe a ban of 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.
- Violation of the prohibition to use in SE area non-registered short-circuiting devices and conductors serving to set the phases into the same potential and their earthing will entitle SE to claim contractual penalty from the Contractor amounting to EUR 1,700.00 per duty violation case.***
- Violation of the obligations pursuant to provision herein by the Contractor will be considered by the contracting parties as a material breach of the Contract, giving the possibility of immediate withdrawal from the Contract.***
- 4.1.7 The Contractor shall install or take over scaffolding for execution of Performance pursuant to Chapter 4. "Handover and takeover of the scaffolding" of the Annex No. 6 of the Decree of the Ministry of Labour, Social Affairs and Family 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, in the form of a recorded scaffolding overtaking in scaffolding identification table forming part thereof and replacing handover protocol. Work on scaffolding can be executed only by the personnel performing a specific contractual task. Repair, modification of or intervention to scaffolding structure can be performed only by the scaffolding Contractor's personnel with relevant qualification. The Contractor shall observe conditions for scaffolding use defined by valid legal regulation.
- 4.1.8 The Contractor shall perform all tests and inspections defined in technical standards, valid legal regulations and in the quality inspection and management project during execution Performance. Contractor shall invite the SE's authorized employee – the Contract Manager to the execution of test and inspection 5 working days in advance and in the case specified by the Contract or by a valid legal regulation it shall also ensure the participation of a state professional supervision body.
- 4.1.9 The Contractor's Contract Manager shall continuously inform SE about the status of Performance during inspection days and at management operative meetings organized by SE. The Contract Manager for the Contractor, or a authorised representative of the Contractor shall be obliged to attend inspection meetings and operational management meetings organised by SE.
- 4.1.10 Contractor shall take over from SE established staking-out network at workplace handover; Contractor bears responsibility for its protection and maintenance from this moment up to handover of Performance.
- 4.1.11 Contractor shall execute Performance on workplace in way preventing damaging of underground engineering networks and installations.
- 4.1.12 The Contractor shall use the certified tools (pressing pliers) corresponding to STN EN 50109-1 (Manual pressing tools for pressing the termination of electric cables and lines for the low frequency and high frequency applications.) during the works related to termination of electric cables and lines.
- 4.1.13 Spare parts provided by the Contractor on the basis of SE's continuous requirements shall be specified in the Diary pursuant to clause 4.2.1
- 4.1.14 The Contractor is obliged to ensure that the Contractor's personnel acquaint themselves with specified task prior to execution of Performance and participate in meeting prior to initiation of the Performance or coordination meetings during the Performance. Such meeting will be held by the SE's Contract Manager.
- 4.1.15 Contractor shall ask SE in writing for inspection of contractual performances to be covered or becoming inaccessible with 2-day advance note or in terms specified in the Order when such situation occurs.
- 4.1.16 During contractual performances carried out in NPP, in case of work with austenitic steel, the Contractor is obliged to observe rules for tightened assembly and work with austenitic materials. Execution of specified contractual task shall prevent direct contact with carbon materials, polluted tools and devices or other polluted or polluting objects and substances, including protection during their storage. The Contractor is



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obliged to ensure that the Contractor's personnel is equipped with work clothing and shoes without any metal parts made of carbon materials and not polluted therewith. Further the Contractor is obliged to ensure that the Contractor's personnel doesn't touch austenitic steel with unprotected parts of the body. The Contractor is obliged to observe and also to ensure that the Contractor's personnel observes a ban of using products made of PVC and other chloride containing plastics at storage and contractual performance using austenitic steel.

4.1.17 Contractual tasks on operated units can be performed only on the basis of the approved Orders and related safety instructions.

4.1.18 Contractor shall observe safety conditions for Performance given in the following safety instructions:

nuclear power plants

- "R" order for contractual performance in the conditions of increased radiation risk,
- "A" order for contractual performance on automatic control systems of protection and safety of nuclear power plant objects,
- "ZP" – blocking order to block machinery for safe execution of Performance,
- "PO" permit for contractual performance with increased fire risk,
- "M" order for contractual performance with increased risk at handling of Management System Control equipment and electric protections and automation,

ENO, EVO and VE

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

all power plant types

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

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

4.1.19 When executing the contractual Performance the Contractor shall observe the rules for preventing the penetration of foreign materials into the

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

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

In case of event with foreign object fall to open technology, the Contractor is obliged to ensure that the Contractor's personnel informs the SE's Contract Manager without any delay.

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

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

4.2.1 The Contractor shall keep Installation / Construction site diary / Service diary/ Service account (hereinafter as "Diary") depending on character of provided contractual performance. Failure to keep Diary properly from the date of workplace / site overtaking shall be deemed for fundamental breach of the Contract.

4.2.2 The Contractor shall provide the Diary on the workplace on the date of accession to execution of Performance and ensure its recording via the SE's Contract Manager. Pages in the Diary shall be numbered; impaired page shall remain in the Diary – it mustn't be pulled out. The Diary shall be permanently accessible on the workplace during the working hours and available to SE at all times. The Contractor shall submit the Diary for signing to SE on daily basis.

4.2.3 Contractor's Contract Manager shall record the following facts to the Diary from the date of site or workplace overtaking:

- a record of the on-site induction training of the Contractor's personnel, containing the signature of both parties;
- a record of the handover/takeover of the workplace/construction site to the Contractor for the purpose of realising the Performance.
- Daily statement of the nominal list of its personnel present in the performance in the



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- workplace;
- Daily statement of the work completed that is requested under the Contract. The list must contain the unit of measure and the number of units pursuant to the Contract with a clear identification of performances for individual Orders executed, along with the information about the place of performance unless the place is defined by the Order;
 - Daily information about problems with Performance and decisive circumstances relating to Performance and on occurrence of any event preventing or hindering execution of Performance due to delay or prolongation of the Performance period;
 - Contractor's opinions and statements to SE's requirements within 3 working days after recording a requirement; otherwise, it will be deemed his approval with SE's record;
 - opinions on SE's requirements for Performance above the scope of Performance agreed in the Contract;
 - takeover of special fixtures borrowed (binding fixtures, special tools, etc. – date and scope).
- 4.2.4 The SE's Contract Manager shall record the following in the Diary:
- The scope of work and performances requested from the Contractor or a reference to other record defining the scope/performances in compliance with the subject matter of the Contract. Every change of the scope must be documented in writing in compliance with the Contract;
 - SE's opinions on the Contractor's records and requirements within 3 working days after recording a requirement; otherwise, it will be deemed his approval with the Contractor's record;
 - The check of performance and of the observance of Contract's provisions at least once per three days;
 - The confirmation with a signature on special fixtures borrowing (binding fixtures, special tools, etc.);
 - Confirmation with a signature of material fulfilment of contractual performance;
- 4.2.5 Records entered in the Diary may be performed on behalf of SE also by other persons authorised Contract Manager and workers of SE expert units, performing control activities within OH&S and FP authorised or mandated by SE provided that such activity doesn't result directly from their scope of employment. Shortages recorded by SE in the Diary shall be removed by the Contractor in the term defined therein. If the Contractor fails to do it, SE shall be entitled to order an interruption of
- the contractual performance until the remedy of the shortcomings.
- 4.2.6 The Contractor shall prepare Detection Protocol for the purpose of costs accounting to individual orders for invoicing, based on data recorded in the Diary. The documents shall be attached to the invoice for performed tasks, after the confirmation by SE.
- 4.2.7 Duty to keep the Diary shall elapse on the date of handover and takeover of properly executed Performance by mutually signed Handover and Take-Over Minutes/ Protocol or on the date of removal of all defects stated in the Handover and Take-Over Minutes / Protocol.
- 4.2.8 The duty to keep the Diary in the place of work performance by SE shall not apply to the design work.
- 4.3 Supplementary provisions for Performance – maintenance**
- 4.3.1 Should the Contractor execute Performance based on own technological procedures and documentation, they shall be submitted in advance on request of the SE's responsible person - a preparation worker - for validation and processing of required Orders to serve as basis for execution of Performance.
- 4.3.2 Should the Contractor execute Performance based on the SE's quality system the Contractor carries out maintenance contractual tasks individually or in cooperation with SE, based on technological procedures and quality inspection procedures defined in the Orders in relevant plant, which were made known to him prior to accession to contractual performance. The Contractor bears responsibility for the quality of executed Performance based on submitted documentation.
- 4.3.3 The Contractor bears responsibility for cooperation of his technologist with the SE's authorized employee of relevant plant at preparation of the Orders in order to determine sequence of activities, inspection operations and eventual cooperation with other SE professional departments.
- 4.3.4 In case of time demanding and complicated Performances requiring participation of several professional groups, the Contractor shall provide on demand a work time schedule (hereinafter as "TS") for execution of contractual Performance, to be discussed with the SE's Contract Manager with regard to their time optimization and implementation to outage TS.
- 4.3.5 The SE's Contract Manager shall ensure the coordination activity with other professional departments of SE within the scope of Performance executed by the Contractor and check the quality of the executed Performance.
- 4.3.6 Depending on prescribed quality assurance



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- system given in Job/Work order, the Contractor shall document quality of individual steps in the form of a protocol, and signing relevant step in the quality assurance table in the Order. The Contractor shall enable independent inspection by the SE's authorized person.
- 4.3.7 In case that non-conformity or not assumed defect is detected during repair performed on Order, requiring determination of new procedure or new technical solution, Contractor's Contract Manager responsible for execution of the Order shall interrupt Performance and report on this non-conformity to the SE's Contract Manager in order to solve and define further repair process. In case of Performance executed completely by Contractor, Contractor's technologist shall solve such non-conformity with the SE's Contract Manager without any delay.
- 4.3.8 The Contractor shall prepare required documentation regarding the course of Performance and protocols of repairs or contractual performance complying with described activities and documentation given in the Order.
- 4.3.9 In case of unsatisfactory result of after-maintenance tests during execution of Contract, the Contractor shall remove defect in agreed period at its own expense.
- 4.4 Supplementary provisions for Performances – modernization, reconstruction and investments**
- 4.4.1 Contractual parties agreed on participation of their statutory bodies' representatives in site inspection meetings to be organized and managed by SE.
- 4.4.2 The Contractor shall ensure construction permit for the site facilities, including needed design documentation, in accordance with SE's delegation. The Contractor shall submit valid construction permit for site facilities, design documentation and opinions of concerned state administrative authorities to the SE's technical supervision.
- 4.4.3 The Contractor bears responsibility for the pollution of roads caused by transit of excavated soil, construction and municipal wastes and unnecessary material or structures or by import and export of materials, machines, equipment and structures or by transfer of mechanisms. In case of road pollution the Contractor shall remove at its costs each pollution caused by him, if during single drive immediately after the drive and in case of repeated drives until the end of a respective working day.
- 4.4.4 The Contractor is obliged to ensure professional care and protection of site verdure up to the site handover and takeover.
- 4.4.5 The Contractor will enable the SE's technical supervision to look in the quality management and inspection projects.
- 4.4.6 The Contractor shall archive on the site all technological regulations, technological procedures, work procedures and other documents in compliance with the quality management and inspection project. The Contractor will enable the SE's technical supervision to look in these documents.
- 4.4.7 In case that the initiation of execution of Performance requires installation, relocation or cancellation of road signs pursuant to the issued decision, they shall be provided by the Contractor based on the SE's authorization.
- 4.4.8 The Contractor shall supply sufficient amount of mobile toilets and shall perform thorough inspection of their use, emptying and cleaning.
- 4.4.9 In case of any obstacle occurred on site independently on will or action of contractual parties, which hinder progress of Performance (e.g., archaeological finding, extreme weather conditions, pyrotechnic finding), the Contractor shall interrupt Performance immediately and notify SE on this fact.
- 4.4.10 After taking over a workplace staked out, the Contractor shall be obliged to proceed carefully and verify by its own means that in the workplace staked out there are no underground (invisibly hidden, e.g. embedded in concrete, ...) lines and utility networks. In case that an obstacle occurs in the workplace area, the Contractor shall be obliged to interrupt immediately the Performance and to notify the fact to SE.
- 4.4.11 The Contractor shall accept contractual Performance rules during execution of investments Performance carried out simultaneously by the maintenance of SE and other supplier organizations.
- 4.4.12 The Contractor shall vacate the site prior to its handover within term agreed upon in the Contract.
- Failure to meet duty to empty the site will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 200.00 for each begun day of this duty violation.***
- 4.4.13 The Contractor shall participate in the site final inspection proceeding.
- 4.5 Common provisions regarding general requirements on documentation**
- 4.5.1 In case that Performance the subject of Contract is or includes preparation of design and technical documentation and / or accompanying technical documentation, the Contractor shall prepare such documentation in compliance with conditions stated in the technical assignment to be received from SE.



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- 4.5.2 The Contractor shall prepare the design, technical and/or accompanying technical documentation in compliance with generally binding valid legal regulations and valid standards (STN 01 31 60 – Technical drawings – modifications of drawings, etc.). The documentation shall be prepared individually for each elementary subsystem (**DPS**) or a civil object (**CO**).
- 4.5.3 Source documentation used by the Contractor for preparation of design, technical and/or accompanying technical documentation shall be a copy of valid archive set of as-built documentation provided by SE. The Contractor shall prepare and hand over the documentation in compliance with the structure and method of source documentation marking. In case of controlled copy provided to the Contractor, the Contractor shall return it to SE after its review.
- 4.5.4 The Contractor shall base his design, technical and/or accompanying technical documentation on existing code list of civil objects / elementary systems / elementary subsystems (SO/PS/DPS) provided by SE and valid in the relevant SE plant.
- 4.5.5 The Contractor shall submit the design, technical and/or accompanying technical documentation in written form together with list of drawings divided into individual packets in agreed amount of sets. The design shall also include the list of documentation, prepared in the form of a protocol from documentation inspection. This list shall define each document as independent item. Document means every text or drawing part of the project documentation with its own corner title. The form and sample of protocol filling shall be provided by SE.
- 4.5.6 The Contractor shall submit to SE an elaborated design, technical and/or accompanying as-built documentation after the execution of Performance within the requested period. Each document shall contain:
- As-built status stamp,
 - legible name and signature of an authorized person responsible for documentation submitted, proving the documentation compliance with the execution of Performance,
 - date,
 - stamp of the organization executing Performance.
- In the as-built documentation (DSV) will be given the relations to valid archive documentation set by means of relevant references on the drawings or in a form of a drawings list related to as-built-documentation drawings in the archive. On the drawings of the as-built documentation will be mentioned whether the drawing changes or supplements or replaces the original drawings or whether it is a new one.
- 4.5.7 The Contractor shall hand over the documentation in paper and electronic form in the formats used at SE. Graphic files in the formats *.DWG, *.DXF, *.DGN, text or table files in the formats *.DOC, *.XLS, *.MDB and *.PDF, in RUPLAN system or AutoCad and in the output format of those systems, or also in other agreed form. If the Contractor hands over documentation in *.pdf format, it is obliged to also hand over the source files from which the *.pdf files were created. All documentation submitted by the Contractor in electronic form will be stored on non-erasable medium. Each medium will be accompanied by handover Protocol signed by the contractual parties confirming the compliance between paper and digital form.
- 4.5.8 In case that the digital form of design and technical documentation exists at SE, it will be provided to the Contractor, based on contractual agreement. Performance execution shall adhere to original digitalization principles.
- 4.5.9 ***Contractor's failure to meet deadlines for submission of clean copies of individual documentation forming part of the subject of Contract (e.g. Execution project, Accompanying technical documentation, As-built documentation, Technological procedure for construction and installation works, Quality plan for execution of Contract, Safety plan and documentation coordination plan pursuant to Regulation of the Government of the SR No. 396/2006 Coll., Commissioning project, Regulations for operation, maintenance and repair, Time schedule for Contract execution, etc.) will entitle SE to claim contractual penalty from the Contractor amounting to EUR 200.00 for each document and for each day of delay.***

5 Counter performance by SE

5.1 Common provisions

- 5.1.1 SE shall submit to the Contractor available as-built documentation and other documentation relating to the subject of Contract, if available. This available documentation specified during mutual negotiation between the Contractor and SE, held on Contractor's request within 5 working days after delivery of signed Contract, shall be supplied by SE within 2 weeks after the meeting.
- 5.1.2 SE shall provide the Contractor with all reasonable needed technical assistance including the delivery of additional data, specification of input documentation, should such request occur during execution of the contractual Performance.
- 5.1.3 SE will stake out all underground engineering



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- networks and lines on site at its handover and submit to Contractor the approval of underground and above ground engineering network administrators for the execution of Performance and submit the requirements of administrators underlying the Contractor's execution of Performance by entry in the Logbook, protocol on site handover etc.
- 5.1.4 SE shall provide technical and organizational measures for safe execution of Contractor's performance on operated technological equipment pursuant to safety orders.
- 5.1.5 SE shall provide the Contractor with operational material and energy needed for testing of the subject of Contract / Work to be completed by commissioning tests, at its own expense. In case of failed or repeated commissioning tests, the Contractor shall bear costs of operational materials and energies. The volume and kinds of operational materials and energies needed for preparation and execution of commissioning tests of the subject of Contract shall be defined by the Contractor in the program of tests. In case that a product of any performed tests is an electricity, it shall be considered in full extent SE's property.
- 5.1.6 SE shall enable access of Contractor's personnel to plant canteens and consumption of meals at full price.
- 5.1.7 SE shall provide decontamination works forming part of site preparation or part of work procedure pursuant to job order.
- 5.2 Supplementary provisions for contractual performance – maintenance**
- 5.2.1 In case of Contractor's technical supervision, SE shall provide facility for technical supervision personnel and phone line for reimbursement for the settlement of technical issues connected with the subject of Contract.
- 5.2.2 SE shall provide to the Provider upon request and for reimbursement an individual workshop and storage premises, or administrative premises in case of their availability and non-occupancy. The Contractor shall mark the premises with the Contractor's name and a relevant name of a facility and defining its purpose. SE shall provide specific tools and fixtures (e.g. special binding fixtures) for reimbursement.
- 5.2.3 SE shall provide coordination with other SE professional departments as part of execution of the contractual performance connected with the subject of Contract and with maintenance activities on operated unit and during outages.
- 5.2.4 SE shall fully cooperate with own departments at equipment testing after execution of maintenance subject to contractual performance.
- 5.3 Supplementary provisions for contractual performance – modernization, reconstruction**
- and investments**
- 5.3.1 SE shall prepare the site for handover pursuant to conditions stated in the "Construction organization project" for the construction permit or in other stages of the documentation.
- 5.3.2 SE commits to grant the Contractor upon request the authorization needed for obtaining of permits for installation, relocation or cancellation of road signs.
- 5.3.3 SE shall appoint so called "SE's technical supervision" above the scope of the civil act.
- 5.3.4 The SE's technical supervision will check Contractor's activities at execution of construction for compliance with provisions of the Contract, with project for construction permit, with the conditions of construction permits and other permits needed for construction, for compliance with execution projects, technical standards and valid regulations. The SE's technical supervision shall notify Contractor without any delay about shortages detected during execution of the subject of Contract/Work in a form of record to the Construction site diary. The SE's technical supervision will also confirm the removal of stated shortages in the Construction site diary.
- 5.3.5 SE will provide Contractor with changing room facilities for rent for reimbursement in case of their availability and non-occupancy, based on a Contractor's separate order confirmed by SE.
- 6 Emergency preparedness**
- 6.1** The Contractor present in SE's premises or performing works on SE's premises shall observe the generally binding valid legal regulations and related internal regulations of SE relating to emergency preparedness.
- 6.2** In case of events at nuclear installations and during the whole-area emergency exercise, emergency drills and trainings, the Contractor's personnel including the personnel of all its subcontracting entities is obliged to perform activities in accordance with the internal emergency plan of the nuclear facility and follow the instructions of Emergency response organization of the site.
- 6.3** The Contractor's personnel including the personnel of all its subcontracting entities is obliged to take part at the regular retraining in the field of emergency preparedness.
- 6.4** The Contractor shall perform an ordered evacuation of its personnel including the personnel of all its subcontracting entities from the site in accordance with the instructions of Emergency response organization of the site, using individual vehicles and evacuation vehicles included in the Internal emergency plan of the site.
- 6.5** The Contractor is obliged to accept inspection activities by SE regarding emergency planning and



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- preparedness.
- 6.6** The Contractor shall pay to SE all provable damages resulting from the activities of the Contractor or its subcontractors, leading to the occurrence of emergency situations.
- 6.7** ***For a provable failure to notify extraordinary event of a nature of emergency situation, SE may claim from the Contractor a contractual penalty amounting to EUR 1,700 for each and every case of duty violation.***
- 6.8** ***For a provable breach of the obligations in the field of emergency readiness, SE may claim from the Contractor a contractual penalty amounting to EUR 1,700 for each and every case. In case of multiple violation of the same duty, SE may claim from the Contractor a contractual penalty amounting to EUR 800 for every next violation.***
- 7 Nuclear safety - for nuclear power plants**
- 7.1 General requirements**
- 7.1.1 9.1 The Contractor is obliged during the execution of works and in activities, to be carried out works on classified equipment, is obliged to follow all the requirements and regulations concerning the nuclear safety in accordance with the requirements of Act no. 541/2004 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.
- 7.1.2 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.
- 7.1.3 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.
- 7.1.4 For a demonstrable violation of nuclear safety requirements by the contractor and the imposition of sanctions upon the responsible organisation (SE) from the side of the supervisory authority, the Contractor shall be obliged to pay this penalty in full.
- 7.1.5 The Contractor undertakes to comply with the requirements of the System for Correction and Prevention of Problems, to apply the principles of the Human Factor Reliability Programme, and to adhere to the principles of safety culture and reactivity management with which its personnel were acquainted in the framework of training
- 7.1.6 The Contractor shall report any problems that it has identified, inconsistencies and near misses in accordance with the requirements of the System for Correction and Prevention of Problems.
- 7.1.7 The Contractor is obliged to provide all relevant data and the necessary cooperation in the analysis of problems in the framework of the System for Correction and Prevention of Problems. In the event of identifying a discrepancy at the Contractor in the System for Correction and Prevention of Problems, the Contractor is obliged to eliminate this discrepancy within the period within the term required by SE. .
- 7.1.8 ***For a provable failure to report a severe problem (e.g. a shortcoming related to nuclear safety, OHS, fire protection), for failing to provide all relevant available data in the analysis of problems, and for failure to comply with the set content and deadline for eliminating a discrepancy from the side of the Contractor, SE may apply a contractual penalty in the amount of €2000 for each case.***
- 7.1.9 The Contractor shall provide all relevant information and necessary collaboration in analysing problems within the System for correction and prevention of problems. In case of identifying a mismatch at the Contractor in the System for correction and prevention of problems, the Contractor shall remove this mismatch within the deadline set by SE.
- 7.2 Safety measures for safe work execution on open primary circuit of nuclear power plant and on pressure systems**
- 7.2.1 The Contractor shall observe basic nuclear safety principles in NPP in way preventing disruption of cooling of fuel elements in all operational modes at execution of Performance.
- 7.2.2 The Contractor is required to pay increased attention in executing contractual performance activities and works in the vicinity or within reach of open equipment of the primary circuit, the fuel exchange pool and the spent fuel storage pool, and to consistently apply the requirements of clause 4.1.19 of these GTT. The Contractor takes note that in the event of a foreign body falling into the open primary circuit equipment, there may occur a local and overall reduction in cooling, and as a result overheating of the core or damage to the fuel.
- 7.3 Recording of persons and inspection of contractual performance on reactor stands and in the containment**
- 7.3.1 The Contractor shall observe recording of persons and inspection of contractual performance on reactor stand and in the containment, which are a specially monitored area of nuclear installation. Stay of Contractor's personnel and contractual



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performance on nuclear installation stand and in the containment is a controlled process. Safety procedures and relevant legal regulations must be observed during general overhaul and extended general overhaul.

8 Radiation protection - for nuclear power plants

8.1 The Contractor executing Performance in the environment with ionizing radiation (hereinafter as "IR") is obliged to observe especially the following generally binding legal regulations:

- Act No. 87/2018 Coll. on radiation protection and on the amendments and supplements to certain acts as amended,
- Decree of the Ministry of Health of the SR No. 99/2018 Coll. on securing the radiation protection as amended,

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

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

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

8.4 The Contractor shall prove health capability of his personnel working in the CZ and observe rules for monitoring of internal and external exposure. The Contractor is required to attend measurements at the Plant Health Centre when internal contamination is suspected.

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:

- "Application for issuing a long-term entry permit to CZ" together with the data and the Annex 8 to Act no. 87/2018 Coll. on radiation protection and on the amendments and supplements to certain acts as amended,
- list of employees indicated as responsible managers of works on the "R" order,
- name and contact information of the professional representative, or other authorised person.

8.5 If the Contractor's personnel has no domicile in the SR, the Contractor is obliged to ensure that the

Contractor's personnel presents a personal radiation card issued in the country of domicile or other document of the personal doses.

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

8.7 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..

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

8.9 Any material, tools or fixtures can be removed from the CZ only after their radiation inspection carried out by the measuring devices and after meeting the criteria for day removal.

8.10 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 Decree of the Ministry of Health of the SR No. 99/2018 on securing the radiation protection as amended).

8.11 SE shall ensure measurement of radiation properties of working areas during execution of contractual performance if necessary, as well as measuring of internal contamination of Contractor's personnel; results will be notified to the Contractor.

8.12 The Contractor shall observe principles for use of personal protective work means at execution of contractual performance in the CZ. SE shall provide prescribed work clothing, shoes and other radiation protection related protective means for the Contractor's personnel during the activities within the CZ; in case of detected damage or impermissible contamination of personal means, it shall provide their immediate replacement.

8.13 SE shall inform the Contractor about RAW handling system and rules in the CZ. The Contractor shall observe these rules at collection, recycling, storage and processing of wastes. 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



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the CZ.

- 8.14** *Provable violation of duties given in the Article 8 Radiation Protection will entitle SE to claim contractual penalty from the Contractor amounting to EUR 1,700.00 per individual duty violation case and the Contractor's personnel will be deprived of*

entry permit to the CZ. In case of multiple violation of the same duty, SE may claim from the Contractor a contractual penalty amounting to EUR 800.00 for every additional violation and the personnel's permit to enter the CZ will be withdrawn for good.