**Trilateral agreement on the WANO on-site representative**

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| * 1. This trilateral agreement is the legal act regulating the social and labour relations between the WANO MC on-site representative (the Employee), the *company* (the Employer) and the WANO Moscow center.   2. The parties of this Agreement are:   - WANO MC on-site representative;  - *the company*;  - WANO Moscow Center.   1. The purpose of this trilateral agreement is to create conditions necessary for ensuring WANO MC activities both at the NPP site and at WANO, social and legal guarantees for the WANO MC on-site representative. 2. The trilateral agreement is concluded for 2 years (with possibility of its extension provided mutual consent of the parties) and comes into effect from the moment of its signature by the parties. 3. Provisions of the trilateral agreement may be modified or supplemented by issue of addenda provided mutual consent of the parties. 4. Local regulations issued by the Employee, labour agreements signed with the Employee shall not impair the Employee's status compared to this agreement. 5. The parties of this agreement within their authorities undertake the following obligations.    1. **Company (Employer):** 6. The Employee is employed by the company for the **Advisor** position for the period of work as WANO Moscow Centre on-site representative. 7. After completion of the work as the WANO MC representative, provide a position at the company similar to the previous job or higher level. 8. Under this agreement the Employer undertakes to ensure working conditions envisaged by the labour code and other legislative regulations containing the labour norms, the collective agreement (if any), contracts, local regulations and this agreement, and to pay salary in timely manner and in full scope. 9. The Employee's salary is defined together with WANO MC. The rate of salary, as a rule, is revised annually in accordance with the budget approved by the WANO MC GB. 10. The Employer is recommended to additionally pay the Employee 30% of the monthly salary of his previous position. 11. The Employer provides the Employee with the annual holiday of 30 calendar days and pays one additional salary for the holiday. The holiday may be increased above 30 days at the Employee's or Employer's expense (not at the expense of the payments to the WANO MC budget) on agreement with WANO MC. 12. The Employees' place of employment is Kozloduy NPP. 13. Work under this labour agreement is the main place of employment for the Employee. 14. The Employee's working time is defined in accordance with the working conditions and legislation of the country of residence. 15. If the WANO programs envisage working during the days off, the rest days are provided during other days agreed with WANO MC. 16. The Employer documents the Employee's business trips related to WANO activities in accordance with the local regulations and legislation, pays the subsistence money in accordance with the legislation of the country of residence or norms set by the WANO MC GB. 17. Administratively the Employee is subordinated directly to the Employer in accordance with the personnel arrangement and job description. 18. All benefits, social security of the Employee and his family are in line with the legislation of the country of residence and the local norms. 19. The Employer provides the Employee with the office, communication means, computer and office equipment in accordance with the Annex to this Agreement. 20. The Employer provides a possibility to use the local transport to the NPP and back to the place of residence or pays out the compensation in the amount agreed with WANO MC. 21. The Employer provides access to the plant and access to internal non-classified information. 22. In September this year the Employer will agree the estimate of expenditures with WANO MC for maintenance costs for the on-site office including the expenditures in accordance with Annex 1. 23. After the end of the first half-year the Employer submits invoices, other financial information related to the on-site office running costs and prepares the verification report. 24. Based on the verification results the Employer invoices the office expenditures or reduces the amount of payments to the WANO MC budget by the amount of expenditures.     1. **WANO Moscow Center** 25. WANO MC executes the day-to-day management of the on-site office activities. The Employee's whole working time is under the WANO MC control. 26. The manager of the on-site representatives team at Moscow Centre directly manages the on-site representative work. The representative also follows the orders and instructions of the MC director, his deputies and MC chief accountant. 27. WANO MC provides training in WANO programs and English/Russian languages at the NPP site and at the Moscow office. 28. WANO MC ensures the Employee's probation within WANO programs at other NPPs of WANO MC and other centers during the training process. 29. WANO MC examines the knowledge of WANO programs and English/Russian languages after completion of the training courses. 30. WANO MC prepares and monitors the Employee's working plans. 31. WANO MC pays for the expenditures related to on-site office running within the agreed estimates (Annex 1). 32. WANO MC pays for all expenditures related to the Employee business trips within WANO programs. 33. WANO MC provides the Employer with the Employee training results and provides recommendations as for his further assignment.        * 1. Employee must:  1. honestly fulfill his obligations assigned by the job description; 2. observe the internal office regulations; 3. maintain the working discipline; 4. observe the industrial safety requirements; 5. be sparing with the Employer's property (including the property of the third parties kept by the Employer if the Employer is responsible for safety of such property) and other employees' property; 6. immediately inform the Employer or the direct manager about the situation hazardous for human life and health, and for the Employer's property (including the property of the third parties kept by the Employer if the Employer is responsible for safety of such property); 7. take actions to resolve the causes and conditions impeding normal work execution (accidents, downtime, etc.) and immediately inform the Employer about the incident; 8. keep the working place, equipment and accessories in good condition, clean and in god order; 9. observe the established procedure of documents, tangible property and money storage; 10. not reveal and to protect the commercial classified information of the Employer and WANO MC in accordance with the "List of commercial classified information of the Employer and WANO MC"; 11. neither collect nor disseminate invalid and partially or fully untrue information about the Employer; 12. improve his professional level by systematic unassisted studying of special literature, magazines, other periodic information relevant to his position (profession, specialty), performed work (provided services); 13. sign the agreement on full liability for breakage in case of getting down to direct maintenance or use of financial, commodity or other property in cases and according to the legally established procedure; 14. fulfill other obligations resulting from legislation and this labour agreement. 15. **Remuneration of the Employee's labour** 16. For execution of the duties under this agreement the Employee receives the annual reward in amount of … (…) rubles. 17. The salary is paid by money transfer to the Employee's bank account at the authorized bank. The salary payment dates are defined in accordance with the Regulation on labour remuneration brought to the Employee's notice. 18. Based on the annual work results the Employer is entitled to give a bonus in accordance with the internal company rules. 19. The Employer pays the salary to the Employee twice a month: on the 1st and 15th days. If the payment day is a day off, the salary is paid the day before. The holiday pay is paid not later than three days before the holiday begins. 20. Retentions from the Employee's salary are made only in cases envisaged by the Labour code of Russian Federation and other federal laws. 21. Retentions from the Employee's salary for discharge of debt to the Employer can be made:  * to reimburse the advanced payment for unworked time paid to the Employee as a part of his salary; * to reimburse unused and timely unreturned advanced payment made due to the business trip or transfer to another position to other location and some other cases; * for repayment of amounts overpaid to the Employee due to calculation errors as well as amounts overpaid in case of the Employee is found guilty for violation of labour norms or for downtime by the authority considering the individual labour disputes; * in case of the Employee dismissal prior to the end of the working year for unworked holiday days providing that he has already received the annual paid holiday.  1. **Social benefits and insurance** 2. For the period of this agreement the Employee takes advantages of all types of social and other benefits provided by the Employer in accordance with the legislation of the country of residence and Employer's local regulations. 3. The Employee is liable to social and medical insurance in accordance with the legislation of the country of residence. 4. Employee and the members of his family are insured under conditions and in accordance with the legislation on voluntary medical insurance starting from the moment of his coming to the country of residence. 5. **Termination of the labour agreement** 6. This labour agreement during its validity period may be modified or supplemented by the parties. At that the new information is entered directly to the text of the labour agreement and new stipulations are identified in the annex to the agreement or in a separate agreement signed in written form that becomes an integral part of the labour agreement. 7. This labour agreement can be terminated on the grounds and in the order envisaged by the acting labour code. 8. All materials created with the Employee's participation and on the Employer's assignment are the Employer's property.   The parties undertake not to disclose stipulations of this agreement without mutual consent.   1. The parties will try to settle the disputes and disagreement that could arise during execution of this labour agreement amicably. If the mutually acceptable solution is not found, the dispute can be submitted for its resolution in accordance with the procedure envisaged by the Labour Code of Russian Federation. 2. In all aspects not covered by the stipulations of this labour agreement but directly or indirectly resulting from the relationships between the Employer and the Employee, the parties will be governed by the stipulations of the Labour Code of Russian Federation and other corresponding legislative documents of Russian Federation. 3. This agreement is signed in two copies, one for each party. At that both copies have equal legal effect.   **11. Essential elements**    **Employer: WANO MC: Employee:**   |  |  |  | | --- | --- | --- | |  | **Legal address: 109507, Moscow, Ferganskaya str. 25**  ID: 7721063225  p/c: 40703810400000000119  к/с: 30101810700000000187  Bank: 044525187  JSC VTB Bank, Moscow  ОКПО: 47366659  ОКАТО: 45290554000 | **Passport number**  **Nationality**  **Date of birth**  **Place of birth**  **Passport issue date**  **Passport valid till**  **Issued** | |  | **Director**  **Stamp** | **Employee** | |