CONTRACT No.

For

ENGINEERING SERVICES AND TECHNICAL SUPPORT OF OPERATION OF BUSHEHR NPP UNIT NO. 1AND NPP POWER UNITS UNDER CONSTRUCTION

Between

NUCLEAR POWER PRODUCTION AND DEVELOPMENT Co. of IRAN

and

ROSENERGOATOM Co. (REA)

Tehran, 2014

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Definitions

| Description | Definition |
| --- | --- |
| Addenda to the Contract | Document(s) signed by and between the Parties in order to modify, supplement or emend the terms and conditions of the Contract. |
| Alerted crew | Specialists of the Principal and Russian companies dealt with technical support, who can be sent to BNPP as soon as possible (within 7 days), to solve urgent issues.  |
| Application | A written document containing the Principal request describing the type and scope of Services are required to be performed by the Contractor under the present Contract (see Appendices 2 and 3). |
| Between Overhauls period | Time between two consecutive (planned general and intermediate maintenance of the equipment) and also between the equipment commissioning and its first planned general maintenance.  |
| BNPP Operation Company | The company authorized by the NPPD for safe operation of the BNPP. |
| Bushehr NPP (BNPP) | Power unit WWER-1000/446 (one), constructed by Atomstroyexport Joint Stock Company (JSC ASE) under the contract with NPPD |
| Contract | The present Contract, its General Provisions together with Appendices for the whole scope of services. |
| Contract’ general provisions | Terms and conditions described in Articles 1 to 24 of the Contract. |
| Contractor | Rosenergoatom (REA) and its legal representatives, successors and assignees. |
| Contractor’s administrative and technical specialist | The Contractor’s staff sent to the BNPP Site or Tehran in order to organize the work of the Authorized Representative, experts and specialists of the Contractor, with the costs to be paid by the Contractor. The administrative and technical specialist are appointed by the Contractor. |
| Contractor’s Authorized Representative | The person designated by the Contractor, which has official permission to represent the Contractor, whom shall officially notify to the Principal. |
| Contractor's Bank | The Bank particulars of which are specified in this Contract, Moscow, the Russian Federation.  |
| Engineering services | A complex of engineering and consultative services, research and analytical works, elaboration of recommendations in the production and management areas, operation of facilities and equipment, realization of output. |
| Contractor's Specialist  | The Contractor’s specialists /expert or the Contractor’s subcontractor’s personnel sent to the BNPP Site/Tehran in order to carry out the Contractor’s Service and works under supervision of the Contractor’s Authorized Representative as well as to render Services in RF. |
| General Conditions of the Contract | Terms and Conditions specified in the Articles from 1 to 24 of this Contract  |
| IRI | The Islamic Republic of Iran. |
| IRI | Islamic Republic of Iran  |
| Party or Parties | The Principal or the Contractor |
| Permanent Representatives | Contractor representatives which their period mission at the BNPP-1 site/Tehran for fulfillment of duties and job description (according to Appendix 6) in the frame of present contract requirements is not less than 1 year |
| Planned repair and maintenance | Scheduled activities on maintenance and repair of nuclear power plant equipment to be performed in compliance with approved annual and long-term time-schedules of the Unit maintenance and repair |
| Planned spare part and equipment | Those reserve equipment and spare parts belongs to unit 1 of BNPP that is developed based on operating experience and requirement of manufacturing and repair document that should cover the needs to fulfill the scheduled maintenance and repair activities for four years.  |
| Plant | Bushehr Nuclear Power Plant |
| Principal | NPPD, and its legal representatives, successors and assignees. |
| Principal's Bank | Central bank of IRAN |
| Principal's Representative | The person, firm or corporation designated by the Principal to perform the duties assigned to the Principal's Representative under the Contract. |
| RF | The Russian Federation |
| Service | The Contractor’s Technical and Engineering Support that are required under the present Contract. |
| Site | Location of the units of Bushehr NPP in Bushehr, IRI |
| TAVANA | The company responsible for technical support of all NPPs in IRI. Duties and Responsibilities of TAVANA Co. shall be defined by the Principal. |
| Technical Commercial Proposal (TCP) | the Contractor’s offer for rendering particular services on Technical Support and/or Engineering Support based on the Principal’s Work order, which shall be in compliance with the terms and conditions of the Contract.  |
| Technical Support | Providing technical recommendations, assist, analysis, advice and consulting for safe, reliable and efficient operation of the equipment and/or systems of the BNPP, in addition to the contents or for clarification of the contents of design, manufacturing, commissioning and/or operational and repair and maintenance documentation. |
| Unplanned and emergency spare part and reserved equipment | Reserve equipment and spare parts belongs to unit 1 of BNPP that non supplying of them in a shortest possible time may endanger reliable operation or result in unit power reduction required to perform unforeseen and emergency repair activities at NPP ensuring its safety operation.  |
| Unplanned/emergency repair and maintenance | Repair and maintenance activities which cannot be envisaged beforethat required to put the equipment out of service in order to implement urgently compensatory measures and to remove deficiencies due to maintain equipment design functionalityand shall be performed after malfunction detection, in order to recover serviceability or operability of the equipment. |
| Work-order | Written document containing statement of work to be completed (Technical Assignment), calendar plan, price and settlement terms, Parties obligations and other conditions. The work-order shall be signed by both Parties and is an integral part of the Contract Work-Order Form is available in Appendix 19. |

List of Abbreviations

|  |  |
| --- | --- |
| Abb. | Description |
| AFPS  | * Automated fire protection system
 |
| AIMDS  | * Automated individual dose monitoring system
 |
| APCS  | * Automatedprocesscontrolsystem
 |
| ARMS  | * Automatedradiationmonitoringsystem
 |
| ASKRO  | * Automatic environmental radiation monitoring system
 |
| BNPP  | * Bushehr nuclearpowerplant
 |
| CP  | * Coolingpond
 |
| CPS  | * ControlandProtectionSystem
 |
| CPS EE | * Electric Equipment of Control and Protection System
 |
| DDD | * Direct distance dialing
 |
| ECLCS  | * Emergency coolant level control system
 |
| EPSS  | * Emergencypowersupplysystem
 |
| ESFAS  | * Engineering safety features actuating cabinets
 |
| FA  | * Fuelassembly
 |
| FP  | * Fireprotection
 |
| FSS  | * Fullscopesimulator
 |
| HP HTR  | * Highpressurefeedwaterheater
 |
| HPT  | * Highpressureturbine
 |
| I&C  | * InstrumentationandControl
 |
| ICSS  | * Initializingcontrolsafetysystem
 |
| ICUF  | * Installedcapacityutilizationfactor
 |
| IOPRS  | * Important operating parameters registration system
 |
| ISI  | * Inserviceinspection
 |
| JSC  | * Jointstockcompany
 |
| LP HTR  | * Lowpressurefeedwaterheater
 |
| LPT  | * Lowpressureturbine
 |
| LRW  | * Liquidradioactivewaste
 |
| M & R  | * MaintenanceandRepair
 |
| MCDS  | * Monitoring, Control and Diagnostics System
 |
| MCR  | * Maincontrolroom
 |
| MFA  | * MinistryofForeignAffairs
 |
| NMS  | * Neutronfluxmonitoringsystem
 |
| NPP  | * Nuclearpowerplant
 |
| NPPD  | * Nuclear Power Production and Development Company
 |
| PM  | * Preventivemaintenance
 |
| PSA  | * Probabilisticsafetyanalysis
 |
| RCD  | * Remotecontroldevice
 |
| RCPS  | * Reactorcoolantpumpset
 |
| REA  | * Rosenergoatom company
 |
| RI  | * Reactorinstallation
 |
| SAMG  | * Severeaccidentmanagementguidelines
 |
| SBEOI  | * Symptom based emergency operating instructions
 |
| SG  | * Steamgenerator
 |
| SIRM  | * Incoremonitoringsystem
 |
| SPM  | * Scheduledpreventivemaintenance (overhaul)
 |
| TC  | * Trainingcenter
 |
| TCP  | * TechnicalandCommercialProposal
 |
| TG  | * Turbinegenerator
 |
| TLSU | * Top level system of the Unit
 |
| TM  | * Technicalmaintenance
 |
| TPTS  | * Engineering Software and Hardware Tools
 |
| VAT  | * Valueaddedtax
 |
| WANO  | * The World Association of Nuclear Operators
 |
| WC  | * Water chemistry (water chemistry balance)
 |
| WWER | * Pressurizedwaterreactor
 |

Nuclear Power Production and Development Co. of Iran (NPPD Co.) duly represented by Mr. Mohammad Ahmadian NPPD Co. Managing Director, Vice-president of AEOI, hereinafter referred to as “Principal”, on the one hand, and Rosenergoatom (REA), being the Consortium Leader established according to the contract dated \_\_\_.06.2014 No\_\_\_\_\_\_\_\_ the company duly represented by Mr. S.I. Antipov, Deputy Director General, acting on the basis of Power of Attorneies No 9/109/2014-DOV dated 28.02.2014 and No \_\_\_\_-DOV dated \_\_\_.06.2014,hereinafter referred to as “the Contractor” on the other hand and hereinafter collectively called “the Parties”, have agreed to sign the present Contract, hereinafter referred to as “Contract” of the following.

# Objective of the Contract

## The Contractor shall carry out Technical and Engineering Support for maintaining and enhancing nuclear safety and reliability and efficiency of BNPP-1 operation as well as at new NPP Units with WWER-1000 /1200 designing, construction and operation.

# Subject of the Contract

## The Contractor undertakes to perform the works and render the following Services under the present Contract and as per the Principal’s request:

* Technical Support for operation of BNPP Power Unit No.1 with reactor plant WWER;
* Engineering Services, including, but not limited to, the Services on BNPP-1 operation, maintenance and repair (hereinafter referred to as the Services);
* Technical Support and Engineering Services for modernization of BNPP-1
* Technical Support and organizational support to TAVANA Co. company;
* Technical Support and Consulting at new NPP Units with WWER-1000/1200 designing, construction and operation.

## The Principal undertakes to accept and pay the performed works and rendered services under provisions of the present Contract.

# Scope of Services

## The non-limited list of areas of the Contractor’s Services is as follows:

### In-core nuclear fuel management including, amongst others, long-term nuclear fuel management strategy (long-term strategy for nuclear fuel consumption, mobility, etc.), organization and support of the scheduled/unscheduled nuclear fuel reloading scheme.

### Thermo-hydraulic analysis and accident analysis, including living PSA.

### Nuclear fuel and related technologies related to feed-back in the field of operational experience and utilization of different types of nuclear fuel.

### Non-destructive test of nuclear power plant components, including reactor and steam generators.

### Monitoring, alarming and diagnostics systems, vibration diagnostics, equipment failures analysis, leakage diagnostics; technical maintenance of the Russia-supplied diagnostics systems.

### WWER upgrading, including:

* ICUF increase;
* change over to 18 months fuel cycle;
* Summary analysis of information on upgrading of the Russian NPP units with WWER-1000 aimed at increasing of the unit safety, reliability and ICUF, and provision of the above mentioned information to the Principal to be used in the operation of unit 1 of BNPP.

### Nuclear wastes management and radiation protection.

### Technical Support and consultation during designing, construction and operation of WWER – 1000(1200).

### Exchange of operational experience related to WWER-1000 units, including: development of operational documentation, in particular of symptom-based emergency operating instructions (SBEOI) and severe accident management guidelines.

### Technical support and consultation during repair and maintenance preparation and performance including:

* steam generator replacement;
* steam generator collectors' upgrading and sealing;
* development of maintenance and repair documentations.

### Training of the Principal’s specialist, conduct of psychophysiological examination of the Principal’s licensed specialist; establishment of psychophysiological testing laboratory for licensed staff at BNPP-1 training center.

### Planning and development of schedule repair and maintenance works in order to reduction of the BNPP-1 outage.

### Investigation of the causes of failures (root cause analysis) in the equipment operation.

### Trend analysis of the equipment technical condition.

### Conduct of independent inspections of REA experts at BNPP.

### Operating data exchange with respect to events, failures and accidents, remedial activities and actions implemented to prevent their recurrence in future.

### Life Management/extension of the NPP equipment.

### Involvement of REA specialists and its subcontractors in the works performed at the BNPP site during maintenance preparation, conduct, and repair of BNPP- 1 (routine, medium and overhaul).

Analysis and evaluation of the reactor vessel surveillance specimen.

### Exchange of information on the units’ performance indicators.

### To organize participation of Iranian specialist at annual seminars on Russian NPPs’ sites on such topics as operation, maintenance and repair, upgrading, technical assistance.

### Providing the Permanent Representatives among the list of companies stipulated in Appendix 1 for operation supervision on the basis of the Principal request.

### Assistance in performing Unplanned/emergency repair and maintenance at the shortest time by qualified manufacturing experts on the basis of the Principal request.

### Review, assessment and validation of the analysis made by the Principle.

### Supply of the required computer codes and softwares including training of Principal specialist, including computer-controlled operation support system based on the Unit 3D models.

### Conduct of special training courses and on- job training for the Principle’s specialist in the field of Technical Support and Engineering Services.

### Submission of detailed data regarding any calculations/analysis, including computer modeling of systems/equipment. (shall be finalized later on)

### To equip BNPP Training Centre with additional training software and necessary training materials.

### Assistance to establish and control of aging degradation management for systems/structures/equipment of the BNPP-1.

### Assistance on development of an efficient surveillance and equipment qualification program.

### The Contractor shall render services by sending specialists to Principal’s offices (Bushehr NPP/Tehran). These specialists shall give necessary consultancy in establishment of the Technical Support Organization.

### In order to gain the technical experience, during the rendering Services for the BNPP in Russian Federation (REA/Subcontractors) and based on the Principal request, the Contractor shall engage the Principal’s specialist in the related activities.

## The list of Engineering Services and Technical Support to be provided by the Contractor to the Principal, its scope and required number of the Contractor’s specialists during operation of unit 1 of BNPP, during overhaul and in between overhauls period should be specified by orders of the Principal.

The scope of services shall be calculated as a number of specialists multiplied by the number of months.

## The scope of Services to be provided by the Contractor for Technical and Engineering Support shall be specified based on the Principal’s Work order.

## The non-limited list of the Contractor’s subcontractors under Paragraph.3.2 is specified in Appendix 1 to the Contract. The Contractor may involve also additional subcontracting organizaitons, the list of which shall be agreed by the Parties and attached to the Appendix No.1 of the Contract.

## The cooperation issues shall be revised and complemented annually by both Parties and all changes shall be included in addenda to the Contract.

# General Conditions for Providing Services

In conformity with the Subject of the Contract, the Contractor shall provide Services to the Principal in the following areas:

1. Technical and Engineering Support for operation;
2. Technical and Engineering Support for repair and maintenance;
3. Carrying out modernization of the systems and equipment of BNPP-1.
4. Assistance in performing the Unplanned/emergency repair and maintenance.
5. Technical Support and organizational support to TAVANA Co.
6. Technical Support and consulting at new NPP Units with WWER-1000/1200 designing, construction and operation.

Technical and Engineering Support for operation

### The Contractor shall render Services on Technical and Engineering Support of operation at the BNPP Site with forces of:

* the Contractor’s Specialists permanently working ;
* the Contractor’s Specialists assigned for the short period of time (for the period not exceeding 90 days),;
* the Contractor’s Specialist(s) urgently sent ;
* the Contractor’s Specialists relating to RF organizations without sending ;

### To render long-term Services on Technical Support of BNPP operation, the Contractor’s authorized representative (s) and the Contractor’s permanent Specialists shall be sent to the BNPP Site/Tehran. The Contractor’s authorized representative shall arrange Services rendering under this Contract at BNPP Site/in Tehran.

### The list of the personnel, who shall be involved in Technical Support of BNPP operation on the permanent basis during the first year of this Contract execution, are given in the Appendix 20.. Involvement of the Contractor’s Specialist for the next years shall be determined by the Principal in compliance with the Application Form specified in Appendix No.2.

### Duties and responsibilities of the Contractor’s permanent Specialists are specified in Appendix 5.

### The Principal shall send to the Contractor officially the list of the Contractor’s permanent Specialists, who will be involved in works during the second, third, fourth and fifth years no later than five months before the next year of the Contract execution starts.

### The procedure of the Contractor and the Principal interaction at Technical and Engineering Support of operation are described as per Appendices 4.1.1; 4.1.2; 4.1.3; 4.1.4.

### The non-limited list of organizations on rendering Engineering Services and Technical Support at BNPP operation is given in Appendix 1.

### The Contractor shall also render Services based on the Principal’s requests or lists of issues, developed in the agreed format (as per Appendix No.3) and sent by official letter by fax or e-mail to the Contractor's Representative at the BNPP Site. Any notification, request, agreements, consent, approval or permit is to be submitted by one Party to another Party in compliance with the terms and conditions of the Contract in the form of a written document certified by signatures of the Parties representatives.

###  The Contractor's specialists may also be sent to other enterprises in IRI provided the expenses associated with such business trips including transportation, hotel accommodations, meals and medical service shall be paid by the Principal. These days are considered to be working days and shall be paid in running order.

Technical and Engineering Support on Planned maintenance and repairs

### To render Services on Planned maintenance and repair, the Contractor shall use both its permanent Specialists at the BNPP Site and also provide the specialists for the short time (for the period not exceeding 90 days) from the organizations the list of which is given in Appendix 1 to the present Contract or render such Services without sending its specialists to IRI (if any).

### The procedure of the Contractor and the Principal interaction at Technical and Engineering Support of maintenance and repair is described in Appendix 4.2.1, 4.2.2 and 4.2.3.

### The Contractor shall provide Engineering Services for the efficient preparatory works on the planned maintenance and repair activities under the Principal's application.

### The number and grades of the Contractor's Specialists shall be defined by the Principal and notified to the Contractor in accordance with the Application Form mentioned in the Appendix 3.

Technical and Engineering Support of BNPP systems and equipment modernization

### The tentative topics for Technical and Engineering Support of BNPP-1 modernization, are given in Appendix 21.

### The subject, scope and terms and condition of services on modernization to be rendered by the Contractor shall be specified and agreed in an addendum to this Contract according to the Applications of the Principal.

### The procedure of the Contractor and the Principal interaction at rendering services on modernization is described in Appendix 4.3.1.

 Assistance at unplanned/emergency repair and maintenance performance

### The Contractor shall consult and give recommendations to the Principal on unplanned/emergency repair and maintenance performance.

### The procedure of the Contractor and the Principal interaction at assistance in unplanned/emergency repair and maintenance performance is described in Appendix 4.4.

### The procedure of the Contractor and the Principal interaction at support of repair, including unplanned ones and maintenance without sending the Contractor’s specialists to IRI is described in Appendix 4.2.3.

### The Contractor shall arrange interaction and obtaining Technical Support from the relevant specialists in RF.

### Upon coordination of the Principal’s application for performance of work, the Contractor, without waiting for receiving the letter of order and Technical Assignment approval, shall start services rendering and arranges (if required) either urgent short-time sending of specialists to IRI or work performance in RF.

Providing Technical Support and Organizational support to TAVANA Co.

### To render Technical Support and Organizational support to Tavana Company, the Contractor shall interact with TAVANA Co. through participation of its specialists. The Contractor’s specialists shall be sent to Tehran for services rendering.

### The list of man-months and related grades of Contractor Specialists are to be involved in Technical and Engineering Support of TAVANA Co. during the first year of this Contract execution, are given in the Appendix 22. Involvement of the Contractor’s Specialist for the next years shall be determined by the Principal in compliance with the Application Form specified in Appendix No.2.

### The Principal shall send to the Contractor officially the list of the Contractor’s Specialists, who will be involved in works during the second, third, fourth and fifth years no later than five months before the next year of the Contract execution starts.

### The procedure of the Contractor and the Principal interaction at sending the Contractor’s Specialists for rendering Technical Support and organizational support to TAVANA Co. is described in Appendix 4.5.

### Duties and responsibilities of the Contractor's Specialists rendering Services to TAVANA Co. are specified in Appendix 6. Taking into account the broad scope of the issues, stipulated in Appendix 6, the Contractor has the right to send to Tehran a number of qualified specialists in different field for each type of work area, without exceeding the defined man/months.

Technical support and consulting at new NPP Units with WWER-1000(1200) designing, construction and operation.

### The list and scope of the Services rendered by the Contractor on Technical Support and consulting at new NPP Units with WWER-1000 or WWER-1200 designing, construction and operation shall be specified in additional Applications of the Principal. The list of the required Contractor’s Specialists, time periods for their sending shall be determined based on the Principal’s Applications (Appendix 2 and Appendix 3).

### The procedure of the Contractor and the Principal interaction at rendering Services on Technical Support and consulting at new NPP Units with WWER-1000 or WWER-1200 designing, construction and operation is described in Appendix 4.6.

### The Principal shall send to the Contractor officially the list of the Contractor’s permanent Specialists, who will be involved in works during the second, third, fourth and fifth years no later than five months before the next year of the Contract execution starts.

# Obligations of the Principal

## Before the specialists are assigned to render the Services to the Principle under Article 3, the Principal shall submit to the Contractor the Application, which includes, among others, description of the required Services, qualification, enterprise, duration of employment, etc. (See Appendix 2).

## The Principal shall assist the Contractor, to the possible extent, in obtaining all necessary information and documents in written form to ensure that the Contractor’s specialist can enter Iran in accordance with legal requirements for entry and stay.

## The Principal undertakes to ensure access of the Contractor’s specialists, as required, to all available regulatory and supervisory documents. All the above mentioned documentation, if available, shall be provided in English or Russian. The Principal shall also provide the Contractor with access to the site building structure.

## The Principal is entitled to check the working capability, discipline of the dispatched experts on regular or random basis.

## The Principal reserves the right to request the Contractor to replace any of the assigned Contractor’s specialists at any time during the performance of the Contract. Such a request, however, shall be based on reasons and supported by substantiating facts (e.g. insufficient qualification level, serious violations of the company’s internal rules, and breach of public order).

## The Principal undertakes to provide the Contractor’s specialists with office premises and all necessary working facilities at the Principal’s expense, such as computer per each specialist, shared fax machine, shared printer and copy machine, and also e-mail and international telephone line only for authorized representative of the Contractor at the Contractor’s expense, personal protective equipment and clothing. Videoconferences and electronic messages associated with the on-site available services, as well as DDD telephone calls made to the suppliers of equipment and services upon the Principal’s request shall be paid by the Principal.

## The Principle undertakes to provide each Contractor’s permanent Specialist and its family members and each assigned expert with family houses or single units in Morvarid Camp with a kitchen, bathroom with a bath and shower, including, cold and hot water, toilet, one-man bedroom with air conditioners as well as with equipment as per Appendix 13. In case of the equipment failure, its repair and replacement shall be performed at the expense of the Principal.

The Principal undertakes to provide each Contractor’s expert sent to Tehran with an apartment or a single room in a four-star hotel with the similar equipment.

In case of the Contractor’s specialist staying at RF trade representation area in Tehran, the Contractor’s rental expenses shall be paid by the Principal in the amount of single room price in a four-star hotel against evidence document submitted by the Contractor.

## Assigned specialists are supposed to make their meals at their own expenses with the ready-made furniture in the kitchen. Besides, the dispatched specialists are entitled to have their meal at their own expenses at the public canteen of the Principal.

## The Principal shall, at the Principal’s expense, timely meet and see off the dispatched specialists and permanent representative’s family members at the Tehran International Airport and Bushehr domestic airport, and provide for the Contractor’s specialist transfer between residential area and Bushehr NPP Site and over Bushehr NPP Site territory (see Appendix 13).

Technically fit transport vehicles (bus) with drivers shall be provided for the assigned specialists’ travel to the working place on BNPP Site and back to the residence place in Bushehr before the beginning and after ending of a working day.

In Tehran, the Principal shall ensure the Contractor’s specialist transportation to their workplaces and back to their residence place before the beginning and after ending of a working day.

## Assigned experts, permanent representative and family members shall be provided with medical services out patiently at Shahed polyclinic in Morvarid camp as well as assistance on receiving medical services in Bushehr and Tehran cities. The services like installation of dentures and glasses purchasing for the Contractor’s assignees shall be effected at their own expense. The assigned specialist and family member with acute pain or serious illness will be transported to emergency hospital of the Principal as quickly as possible. The expenses for hospital treatment will be reimbursed by the Contractor. If an injury occurs to the Contractor’s specialist during the working time due to the Principal’s fault, which has been recognized by the Parties, all the expenses associated with the medical treatment, prosthetic appliance and material compensation for the health injure of the Contractor’s expert are to be covered by the Principal (See Appendix 13).

## The Principal at its own expense shall arrange annual medical examination of the experts or specialists who will stay at BNPP Site over 1 (one) year and put the examination reports on personal record in accordance with existing regulation of the BNPP-1.

## If any of the Contractor’s assignee dies while staying in Iran, the Principal undertakes to develop a package of necessary documents and transport the body of the deceased to Moscow at the expenses of the Contractor.

## The Principal shall provide to the Contractor's specialists, who perform their work within the harmful condition with the protective and supplementary diet served at BNPP Site according to Appendix No. 18.

## The Principal shall provide monthly personal accounting and control of visiting by the Contractor's specialist of the Controlled Access Area as well as submitting of Certificate of Radiation Burden of the Contractor's specialist for each year on the request of the Contractor.

## The Principal undertakes to appoint the concerning persons as the Principle’s Representatives, who on behalf of the Principal shall be responsible for all works arrangement, coordination, reviewing and signing the relevant documents with the Contractor for any matters arising from and in connection with the implementation of the present Contract upon the completion of the works.

## The working conditions and accommodation of the Contractor’s administrative and logistic personnel shall be the same as those stipulated for the Contractor’s experts in accordance with the present Article.

# Obligations of the Contractor

## The Contractor undertakes to select qualified specialists according to the requirements of the Principal described in the Appendix 10 and send by fax the names and qualifications of the candidates to be dispatched to Iran for the review and approval by the Principle.

## According to the feedback opinion from the Principal, the Contractor shall dispatch the certain persons who have been finally selected by the Principal to IRI.

## The Contractor shall be responsible for obtaining all travel documents and visas for the assigned specialists. The Principal undertakes to provide assistance in obtaining the visas, such as timely presenting the letters of invitation.

## At least 5 days before the departure, the Contractor shall send personal information by fax, which indicates the names and positions of experts, as well as copies of their passports and arrival notice: departure time, destination, flight No., the authorized representative for each group.

## The Contractor at its own expenses shall take measures for getting employment permits for the Contractor’s specialist issued by the respective authorities. However, the Principal shall show assistance to the Contractor in this respect.

## During the performance of the Services envisaged in the present Contract, the Contractor, upon agreement with the Principal, can recall and replace its assigned specialist with other assignees with the same qualification because of health condition or other reasons. The Contractor undertakes to bear all charges connected with the recall and replacement of the specialist.

## The Contractor’s assignees shall be educated to observe the laws of Iran and respect the customs, laws, decree, regulations, orders, licenses, permits, and other official provisions valid in Islamic Republic of Iran and traditions existing in Iran, fulfill regulations in force in the Iranian organizations, as well as office routine, safety manuals and other rules, with which they will be acquainted in these organizations.

## Work schedule of the Contractor’s specialist is given in Appendix 12.

## The Contractor undertakes to appoint specialists and also to designate its Authorized Representative and shall officially notify to the Principal. The Contractor’s Authorized Representative is also responsible for making the arrangement and coordination of interaction with the Principal.

## The Contractor shall at its own expense provide its assigned experts with the medical insurance and casualty insurance.

## The Contractor’s specialists involved in rendering Services under the Contract and managers, undertake to work in close collaboration in the framework of the Contract, taking into account competence and limitations of the Iranian legislation or other official documents accordingly.

## The Contractor shall adhere to the rules and regulations of the BNPP related to safety and radiation protection. The specialists of the Contractor shall work in accordance with the requirements of Iranian specialists in the area of radiation protection. It is imperative to the Contractor’s specialists to receive training related to safety and radiation protection before carrying out the assignments under the Contract.

Provided radioactive contamination of the Contractor’s specialist occurs due to its incompliance of the radiation protection instructions, the fact shall be investigated by the Commission, the results of such investigation findings shall be made in writing prior to departure of the above specialist from BNPP site.

The aforementioned Commission shall consist of the representatives of the Parties: NPPD and authorized representative of REA at BNPP site.

## The Contractor shall be responsible for timely fulfillment of its obligations under the present Contract.

## The Contractor is responsible for any damages inflicted to its specialist, property and subcontractors during performance of the present Contract.

## The Contractor is responsible for damages due to the non-observance of all applicable laws, regulations and official decrees of Iran and BNPP-1 Site.

## The Contractor is responsible for damages inflicted to the specialist and properties of the Principal’s due to its performance of the obligations under the present Contract.

## The Contractor is responsible for any damages or injuries as result of its Services for performing the Technical and Engineering Support under the present Contract confirmed by the Committee working in compliance with the provision available in Appendix 16.

## The Contractor shall be responsible for observing the regulation of nuclear safety, radiation safety, fire safety and industrial safety existing in the BNPP-1 and respective consequences during the performance of the Services under this Contract.

## The Contractor shall provide monthly report in accordance with the format defined in Appendix 8 for the permanent staff. For the Contractor temporary staff, the report shall be handed over to the Principal upon completion of the work.

## The Contractor shall undertake to supply spare parts ,equipment and consumable materials as well as render service on planed/unplaned repair and maitenance of the BNPP-1 as requested by the Principal under terms and conditions of a separate contract which shall be singed by the Parties.

# Price of the Contract

## The total estimated ceiling price of the Contract for 5 years is Euro …………..(……… . Euro). The final price of the Contract shall be based on the actual Services rendered by the Contractor and approved by the Principal. The estimated price of the Contract are calculated in the Appendix No.22 to the Contract.

## Cost of Services for each trend of activities shall be calculated as follows.

Technical and Engineering Support of operation

Sending the Contractor’s Specialists for permanent work at BNPP-1 Site

The amount of Services for the Contractor’s permanent Specialists on Technical and Engineering Support shall be calculated based on the reimbursement rates(grades) for Contractor’s specialists described in Appendix 17 and approved Timesheet by the Principal as per Appendix 7.1. Total Cost of Services per each month shall be confirmed by signing four original copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Short-term sending the Contractor’s specialists

The amount of Services on Technical and Engineering Support rendered by the Contractor’s specialists sent to BNPP Site for the short time shall be calculated based on the reimbursement rates(grades) for Contractor’s specialist described in Appendix 17 and approved Timesheet by the Principal as per Appendix 7.2. Total Cost of Services per each month shall be confirmed by signing four copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Urgent sending the Contractor’s specialists to IRI

To arrange for fast (within 7 calendar days) sending the Contractor’s personnel for urgent short-term (not exceeding 30 days) rendering of engineering services under conditions when the Principal considers the matter to be urgent and the above specified terms are not predictable or planned, the procedure of interaction between the Principal and the Contractor is described in Appendix 4.3 The cost of Services rendered by the Contractor’s specialists in this case shall be calculated based on the fact that the reimbursement rate for urgently sent specialists increases by 1,5 (one and a half) time relatively to the rate at usual sending.

The amount of Services shall be calculated based on the reimbursement rates (grades) for Contractor’s specialists specified in Appendix 17 multiplied to coefficient 1,5 and approved Timesheet by the Principal as per Appendix 7.2. Total Cost of Services per each month shall be confirmed by signing four copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Rendering Services without sending the Contractor’s specialists to IRI

The cost of the Contractor’s Services on technical and engineering support based on the Principal’s Application (as per Appendix 3) shall be calculated as per the type and the scope of Services specified in the Application and cost of the stages described in the relevant Work-Order signed by the Parties. The total cost of the Services per each stage shall be confirmed by signing 2 copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Technical and Engineering Support of maintenance and repairs

Sending the Contractor’s specialists for permanent work at NPP Site

 The cost of the Services rendered by permanent Contractor’s specialists on technical and engineering support of maintenance and repairs shall be calculated based on the reimbursement rates (grades) for the Contractor’s specialists for this type of works and approved Timesheet by the Principal as per Appendix7.1. Payment for the rendered Services shall be made on the monthly basis. The total cost of the Services per each month shall be confirmed by signing the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Short-term sending the Contractor’s specialists

The cost of Services rendered by temporarily sent Contractor’s specialists (not more than 90 days) on technical and engineering support of maintenance and repair shall be calculated based on the reimbursement rates (grades) for the Contractor’s specialists for this type of works and approved Timesheet by the Principal as per Appendix 7.2. The total cost of the Services shall be confirmed by signing the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal. The payment for Services shall be made on a one-time basis upon the Service rendering completion.

In case of necessity of urgent short-term (not exceeding 90 days) sending of specialists on technical and engineering support of maintenance and repairs, the reimbursement rate for urgently sent specialists shall be increased by 1,5 (one and a half) time relatively to the reimbursement rate for the routinely sent specialists.

Technical and Engineering Support of BNPP systems and equipment modernization

The price of the Contractor’s Services on technical and engineering support for modernization shall be determined based on the Principal’s Work-Order. The performance of the related Services of each modernization shall be confirmed by signing a separate addendum to the Contract by the Parties.

Assistance in unplanned/emergency repair and maintenance performance

The cost of the Services rendered by the Contractor’s specialists on rendering assistance at unplanned/emergency maintenance and repair performance shall be calculated based on the reimbursement rates (grades) for the Contractor’s specialists specified in Appendix 17, approved Timesheet by the Principal as per Appendix 7.2 and taking into regard multiplying coefficient 1,5 and submitted relevant Work-order signed by the Parties. The total cost of the Services per month stage shall be confirmed by signing 2 copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal. Payment of services shall be made on one-time basis, upon the service rendering completion.

Assistance to establish Technical Support Organization (TAVANA Co.)

The cost of Services rendered by the Contractor’s specialists on establishment of Technical Support Organization shall be calculated based on the reimbursement rates (grades) for the Contractor’s specialists specified in Appendix 17 and approved Timesheet by the Principal as per Appendix 7.1. The total cost of the Services per month stage shall be confirmed by signing 2 copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Services on technical support and consulting at new NPP Units with WWER-1000(1200) designing, construction and operation

The cost of the Contractor’s services on technical support and consulting at new NPP Units with WWER-1000(1200) designing, construction and operation based on the Principal’s Application shall be calculated as per the type and scope of Services specified in the Application and cost of stages defined in the relevant Work-Order signed by the Parties.

# Terms of payment

## Payments for the Contractor's services shall be effected by the Principal to the Contractor through the documentary Letter of Credit (DLC) in accordance with the terms and conditions of the present Contract. The DLC shall be opened or increased by the Principal in favor of the Contractor for the required amount of each year based on the Uniforms Customs Practice for the DLC published No.600 by International Chamber of Commerce (UCP 600).

### Payments to the Contractor rendered Services stipulated in Article shall be effected based on the following documents and procedure as per Appendix No. 11:

* Signed commercial invoice in two originals and two copies.
* Certificate of Performed Services Acceptance approved by the Principal in two originals and two copies (the format of the certificate is specified in Appendix No.15).

## All bank charges related to the present Contract incurred in Iran shall be covered by the Principal and outside of Iran shall be borne by the Contractor.

## 10% (ten percent) of each Contractor's invoices shall be deducted by the Principal as retention for good performance guaranty and will be released as follows:

### 50% (fifty percent) of the retained retention money of the Contractor invoices on the Technical Support performed by the Contractor’s permanent specialist as described in the Paragraph 3.2 shall be released within 45 days after elapse of a period of ~~1 month~~ 6 months from the completion date of the Services rendered by the Contractor against submission of the approved Certificate on Release of Retention by the Principal in accordance with Appendix No.9 along with the Contractor’s invoice.

### The remaining 50% (fifty percent) out of the said 10% retention shall be released not later than 45 days after successful completion of rendered services at the end of reporting year of the present Contract on the basis of issuance of relevant Contractor's invoice and confirming Certificate on Release of Retention by the Principal in accordance with Appendix No.9.

## The Services rendered by the Contractor for the computer’s codes or softwares as per the Principal’s Applications shall paid in amount 90% of each invoiceand 10% (ten percent) of each Contractor's invoices shall be deducted as retention for good performance guaranty. The retention money will be released within 45 days at the end of guaranty period, against submission of the Certificate on Release of Retention by the Contractor to the Principal for approval together with the Contractor's invoice.

##

## For performance control of the works performed by the Contractor’s specialist involved in Technical Support of Operation, the Contractor’s specialist salary will consist of two parts: one part is fixed and amounts to 60% of the monthly payment, and the second part is variable and amounts to 40% of the monthly payment respectively.

### Nevertheless, the amount of the Contractor’s monthly invoices will be paid to the Contractor in full volume with taking into account conditions hereof.

### The Principal on a monthly basis, upon expiry of the current month shall issue the Order on Decrease or Increase in the Variable Part of the Contractor’s Specialist Salary, according to the specialist work evaluation criteria specified in Appendix No. 14, and shall advise it to the Contractor.

### The Contractor, on the basis of the Principal’s order, shall issue annually its order on decrease or increase in the variable part of the Contractor’s specialist salary to be sent to the Principal for notification.

## The payments under this Contract may be effected in favor of the Contractor by the Principal in Russian Rubles according to the rate set by the Central Bank of Russia at the date of payments.

# Taxes and Duties

## The Contractor shall pay all taxes, customs duties and other fees applicable and imposed in Russia during the Contract execution.

## Consular fees levied from the Contractor by IRI Embassy or Consulate in Russia due to the Contract execution shall be paid by the Contractor.

## The Contractor pay all Iranian legal taxes and duties, including and namely:

* income taxes and duties for social insurance for obtaining the social insurance certificate,
* fees for obtaining and issuance of work permits and residence permits regarding the Contractor’s specialists employed to work in Iran for the purpose of the Contract execution.

## The Contractor’s invoices shall be effected by the Principal after deduction the retention money and IRI direct tax. The Principal shall also submit to the Contractor document on confirming the deducted IRI tax as amount of 3% from the Contractor’s invoices.

## Furthermore, the Principal shall submit to the Contractor the namely document on incurred expenses which has been deducted from the Contractor’s invoices (if any).

## In case of any changes in the taxation after signing of the present Contract, the Parties shall adjust and modify the Contract price accordingly.

## The Contractor shall comply with the applicable Iranian tax legislation.

# Language

## English shall be the official language for the present Contract and for all documents of payments between the Contractor and the Principal.

## Russian shall be the working language used on site during rendering of services (language of verbal communication between the Contractor’s and the Principal’s (NPPD) experts or specialists).

## All technical documentation presented by the Contractor shall be given in English and Russian language.

# Coordination

## This Article defines general principles of coordination for the implementation of the present Contract

## The Parties shall authorize their respective representatives to coordinate all activities during the implementation of the Contract and may also authorize other representatives stayed in Russia or in Iran to deal with matters related to the Contract within their respective scopes of responsibility.

## The information related to the authorized representatives (including, amongst other things, names, sex, telephone No., fax No, e-mail address, etc) shall be presented to each other by both Parties within two weeks after the date of signing of the Contract.

## The method of communication used by the Principal and the Contractor shall be through different channels, e.g. correspondence, letters, fax, e-mail, personal contacts, meetings, telephone, etc.

## Communications on management, commercial and technical issues could be conducted verbally or by electronic means including e-mail at first for the sake of convenience and speediness. Afterwards they shall be officially confirmed by legible writing forms.

# Suspension of obligations

## During implementation of this Contract, the Principal shall have the right to suspend the rendering of services or any portion thereof by giving to the Contractor a written notice thereof by fax 7 (seven) days prior to the effective date of the suspension. The written notice shall specify the portion of the services to be suspended and the effective date of suspension and the estimated date of resumption, if possible. The original copy of suspension notice shall be sent to the Contractor by registered airmail thereafter or is handed-over to the Contractor’s representative.

## Upon the Principal notification, the Contractor shall suspend rendering of services specified in accordance with the notice and use its best efforts to minimize the impact of the suspension with the assistance of the Principal. However, the Contractor shall continue to carry out all unsuspended rendering of services.

## If the above suspension is caused by reasons for which the Contractor is responsible, then the Contractor shall correct its imperfection or mistake in performing its obligations under the Contract or eliminate deviation from the quality standards specified in the Contract and resume the rendering of services as soon as possible without any extra costs to the Principal . The Contractor undertakes to eliminate the reasons for suspension at its expenses and shall reimburse to the Principal all costs actually incurred by the Principal resulting from the said suspension, but under no circumstances the total sum of these costs shall not exceed ~~10%~~ 100% of the cost of the suspended services.

## If the above suspension is caused by the reason for which the Principal is responsible, then the Principal shall reimburse to the Contractor ~~10%~~ 100% of all the expenses actually incurred by the Contractor directly as the result of the mentioned suspension.

## The Contractor undertakes to resume rendering of services immediately after the cause of the suspension is eliminated and after receiving the written notice by facsimile or e-mail from the Principal concerning the end of suspension. The original copy of the notice shall be sent to the Contractor by registered mail thereafter.

# Property rights

13.1. The Principal is entitled to use only within the territory of Iran, any intellectual property developed and/or provided by the Contractor during implementation of this Contract. The Contractor, as concerns all its Services, shall be responsible for and shall indemnify and hold the Principal harmless from all charges, expenses, including legal fees, losses or damages which may arise in connection with any claim, action or charge based on the grounds that the Principal or the Contractor or their agents have in any way violated or infringed any patents or other intellectual property rights of third parties. The Contractor shall at its own costs acquire, if necessary, intellectual property rights and patent or licenses in order to authorize lawful use of the Plant.

13.2. It shall be the Contractor’s responsibility to take without delay all corrective steps to avoid or to eliminate infringement or any harmful consequences to the Principal thereof.

13.3. In the event claims, whether in or out of court, are brought against the Principal for such infringement of intellectual property rights and patent in connection with design, manufacture, installation or use of the parts delivered by the Contractor, the Contractor shall hold the Principal harmless from and against any such claims or demands made by holders of intellectual property rights and patent. The Principal shall inform the Contractor immediately of such claims, and to the extent possible shall authorize the Contractor to conduct any relevant legal proceeding under its own name. Without the Contractor’s consent, the Principal shall not admit the validity of any claims of holders of intellectual property rights and patent.

13.4. Any information regarding joint research carried out under the present Contract may be transferred to third party exclusively by a written agreement between the Parties.

13.5 The Parties have no right to transfer any documents received from the either Party to third party without written agreement between the Parties.

# Guaranty and warranty

## The Contractor warrants the appropriate qualification of its specialists dispatched to perform the Services at the BNPP Site and/or Tehran.

## The Contractor warrants that its Services are in accordance with the terms and conditions of the present Contract and standard, norms, and regulations valid at BNPP-1. The Principal shall provide the Contractor in advance with the sufficient information on mentioned standards, norms and regulations.

## The Contractor warrants the quality of its Services shall be in accordance with the update know-how, expertise and knowledge and the latest internationally proven rules, regulations and proved modern standards for the nuclear power plant.

## The Guaranty period of the rendered Services are as follows;

- For Technical Support and Engineering Support provided by the Contractor’s permanent specialist is 6 (six) months and will start from the date of singing of the related Certificate on rendered Services by the Principal.

-For computer’s codes and softwares provided by the Contractor based on the Principal’s Work orders is 12 (twelve) months and will start from the date of singing of the related Certificate on Performed Services by the Principal.

14.5 The Contractor’s guaranties and obligations related to the transfer the right of use on computer’s codes and softwares shall be specified by the Parties in framework of respective Work-order accordingly.

# Third party nuclear liability

15.1 The Contractor, under no circumstances, shall be responsible for nuclear damage to the Principal and third Party.

15.2 The Principal shall bear the general responsibility for providing of the nuclear, radiation, fire safety, industrial safety, as well as of the environmental protection. However, the Contractor's personnel shall be responsible for observing the regulations of nuclear safety, radiation safety, fire safety and industrial safety within the rendering Services.

15.3 The Contractor shall be responsible for any damages, losses, or any expenses occurred as a result of intentional or negligence act of its personnel.

15.4The Contractor shall hold the Principal harmless against all claims on the part of the personnel of the Contractor and its sub-contractors in respect of damages or losses suffered from them.

15.5 The Contractor, its subsidiaries, subcontractors or specialist shall never be liable for any loss or damage of the Principal’s equipment or property, if is caused by a nuclear incident occurring, due to the reason or reasons not attributable to the Contractor in connection with the Contract, and shall not bear expenses associated with recovery actions.

# Force majeure

## Neither the Principal nor the Contractor shall be liable for failure to meet contractual obligations under the Contract in full or in part due to Force Majeure.

16.2 Force Majeure is defined hereunder:

16.2.1 Any circumstances which affect a Party in the performance of its obligations under the Contract, which circumstances are extraordinary, beyond the control of the affected Party, unforeseeable after or at the Effective Date and for which such Party is not otherwise responsible, shall be considered as Force Majeure to the extent that the effect of such circumstances make it impossible for the affected Party to fulfill any of its obligations under the Contract.

16.3 The following are examples of circumstances which shall be considered as Force Majeure if they meet the requirements of Paragraph 16.1:

* acts of God;
* war;
* disasters;
* mass riots;
* strikes;

## 16.4 Should Force Majeure occur, the Parties shall mutually agree on the measures to be taken to minimize the effect of these circumstances.

## 16.5 However, in any such case the affected Party must have taken in good time all necessary measures to avoid or minimize the effects of such circumstances and may only claim Force Majeure in relation to affects occurring in spite of such measures.

## 16.6 Should Force Majeure circumstances arise, as defined in Paragraph 16.1, the Party wishing to claim Force Majeure as a justification for nonperformance of its obligation under the Contact must notify the other Party in writing forthwith, upon occurrence of such circumstances, and produce adequate evidence thereof, certified by competent authorities of the related country.

## 16.7 Should the Party affected have neglected to notify the other Party within one week from the moment when it had learnt on such circumstances and produce evidence, certified by the competent authorities, such Party shall have no right to claim for Force Majeure.

## 16.8 If Force Majeure circumstances arise, as defined in present Paragraph 16.1, and if the affected Party has fulfilled its obligations under this Paragraph 16.2 and 16.3, then:

## 16.9 The affected Party shall be released from performing of its obligations on time under the Contract, but only to the extent that said Party was prevented from performing such obligations by Force Majeure. Should Force Majeure have caused delays in the performance of the Contract, the Time Schedules shall be revised .

## 16.10 In case of Force Majeure each Party shall bear its own costs independently of the territory of the origin of Force Majeure circumstances.

## 16.11 However, in case Contractor has been prevented from fulfilling the Subject of the Contract for a period of more than 12 (twelve) consecutive months from the date of occurrence of such event and the Parties have not reached an agreement or otherwise terminated the Contract. Each Party shall bear its own additional cost resulting from the Force Majeure after such period.

# Settlement of disputes

17.1 Any and all disputes, disagreements, or questions which may arise between the parties in connection with the interpretation of the Contract or the validity or enforceability or performance or non-performance thereof shall be at first stage settled by amicable negotiations between the Parties and if necessary through their highest management.

17.2 In case such dispute or disagreement is not settled by amicable discussions between the Parties within three (3) months from the commencement of such negotiations, then it will be referred to a board of experts of the Parties consisting of three (3) experts in the field related to the nature of dispute. Each Party shall appoint one expert and the third expert shall be appointed by mutual agreement between the Parties. The board of experts shall render its opinion within 3 (three) months and such opinion shall be binding if it is accepted by the highest management of the Parties.

17.3 In case the opinion of the board of experts is not accepted by the highest management, then any disputes arising out of the Contract shall be finally settled by three arbitrators in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). Each Party shall appoint its own arbitrator and the two thus appointed arbitrators shall select a third arbitrator, by mutual agreement. The third arbitrator shall act as the umpire of the Arbitral Tribunal.

The decision of the Arbitral Tribunal shall be final and binding upon both Parties.

17.4. The pursuit of disputes shall not confer upon the Contractor any right to cease the fulfillment of its obligations under the Contract.

17.5. The language of arbitration shall be English and the seat of arbitration shall be Turkey, Ankara.

17.6. The nullity, unenforceability or termination of the Contract shall have no effect on this Article.

# Liability

## The Contractor shall be liable until the end of the Contract period for any loss and damage inflicted to the Principal’s personnel and property, Principal’s subcontractors and property and its personnel and property as a result of intentional act or negligence by its personnel.

The Contractor is responsible for damages inflicted to the Principal and BNPP-1 specialist and properties as the result of improper Technical and Engineering Support in accordance with root cause analysis by BNPP-1 Event Investigation Committee, which shall include Contractor’s representatives. At the same time, the Contractor’s fault shall be proved as per the procedure envisaged by the sequence of determining the damages and loss inflicted to BNPP-1 personnel, property, equipment (Appendix 16).

18.2 The Contractor has undertaken to timely perform its obligations and services based on the agreed time schedules and deadlines. In case of delay in performing of the services by the Contractor, then the Contractor shall be responsible for the consequences of such delays and is responsible to pay to the Principal one percent of the price of the related services for each day of delay. However, the Contractor shall take necessary measures for hindrance of probable delays.

## The liability of the Contractor shall not exceed 10% (ten percent) of the price of the services rendered under the Contract per year during which infliction of loss or damage has occurred, regardless of the number of loss infliction cases.

## The Contractor shall not be liable for any losses, damage, or any costs for which the Principal is responsible.

## In case the Contractor dose not receive any payable amounts under the present Contract within 3 (three) months for which the Principal is responsible, the Contractor shall not have the right to suspend the Services on BNPP-1 Site and/or in Tehran.

## However, the Contractor shall be entitle to suspend the related Services as per the Contract if the Principal fails to pay the Contractor in excess of 3 (three) for reasons for which the Principal is responsible for the payment due have not been effected by the Principal during the said period. Furthermore,Within this period, the Contractor shall give the Principal (one) month prior notice services rendering suspension, to allow the Parties to reach a mutually beneficial solution. If no beneficial solution can be obtained during the two month, then the Contractor is entitled to suspend the related Services up to the date of due payment effected by the Principal.

# Confidentiality

## Neither Party shall disclose to third parties without the other Party’s written consent any confidential documents or information received from the other Party in the course of preparation for and performance of the Contract. Such consent shall not be withheld if such disclosure is needed due to the mandatory regulations of the Parties.

## The Parties shall specifically identify or otherwise indicate the documents or information which is reasonably to be treated as containing confidential information in accordance with international practice.

## The Principal shall, at any time have the right to use neutral and independent representatives, consultants, contractors, agents and/or employees mutually agreed with the Contractor for the evaluation and use of individual questions related such confidential documents and information. It is understood that the Principal shall enter into similar confidentiality arrangements with its representatives or consultants.

It is understood that the Contractor shall enter into similar confidentiality arrangement with its sub-contractors and sub-suppliers.

# Effectiveness and duration of the contract

## This Contract shall be effective and into in-force after signing date by the Parties.

## The period for rendering Technical and Engineering Support Services shall be started from the date of the Contract coming into effect and be valid until the Parties fulfill their obligations stipulated in the Contract for five years, unless otherwise specified in other agreement made by the Parties.

# Miscellaneous

## Any amendment or addendum shall be confirmed by signing the relevant amendment or addendum to the Contract by the Parties.

## All the Appendices to the present Contract are integral part of the Contract and have the same force as the Contract itself. Should the provisions of the Contract be amended, modified, or supplemented, the official representatives of both Parties shall sign amendments to the Contract. Such documents shall be integral part of the Contract and have corresponding effectiveness.

## The Contract provisions together with the Appendices shall supersede any prior contracts, agreements, letters or any other prior statements, verbal or written, between the Parties with respect to the Subject of the Contract from the moment of the Contract comes to effective as per Article 20 of the Contract.

## All parts of the Contract are equally binding on the Parties. However, in the event of a discrepancy or conflict in the interpretation of any part(s) of the Contract provisions and any part(s) of the Appendices, the Contract provisions shall take precedence.

## Should for any reason any of the provisions of the Contract be or become void, the remaining parts thereof shall remain valid. The Parties shall agree, if necessary, upon replacement of such void provision with a valid one corresponding as closely as possible to the intention of the void provision.

## This Contract is made and signed by the Parties in 2 (two) original copies in English language, one original for each Party.

# Termination of the Contract

## The Principal shall at any time during the period of the Contract have the right to terminate the Contract by giving written notice thereof to the Contractor. Should the Principal choose to exercise its right under this Paragraph then:

* If such a termination is not caused by reasons for which the Contractor is responsible, the Principal shall pay to the Contractor the unpaid amount of the performed Services and approved by the Principal, with balancing of all payments already made by the Principal to the Contractor.
* Should such a termination is caused by non-performance of the Contractor’s contractual obligations for which the Contractor is responsible, and then the Contractor shall reimburse the Principal all costs incurred by the Principal due to such a termination.

## 22.2 In case the Principal does not make payment within 6 (six) months from the moment of services rendering suspension for which the Principal is responsible, the Contractor shall be entitled to terminate the Contract provided that the Principal shall be timely notified by the Contractor 1 (once) month before the supposed date of the Contract termination. The Contract termination shall not indemnify the Principal against the obligation to pay for all services actually rendered by the Contractor and approved by the Principal before the moment of receiving notification on the Contract termination.

# Governing law

23.1 This Contract shall in all respects be governed and controlled by the laws of Islamic Republic of Iran which shall include all decrees, legislation, regulations and rules in force promulgated by Iranian authorities and decisions made by said authorities during the validity of the Contract

# Legal addresses

## Nuclear Power Production and Development Co of IRAN

Fax:+

Tel: +

E-mail:

### Technical contact:

Mr.

Fax:+

Tel: +

E-mail:

### Commercial contact:

Mr.

Fax:+

Tel: +

### E-mail:

### Bank details for effecting payments:

## JointStockCompany «Russian Concern on Electrical and Thermal Power Production at Nuclear Power Plants» (JSC «ConcernRosenergoatom») – theConsortiumLeader

25, Ferganskayastreet, Moscow, 109507, Russian Federation

### Technical contact:

Authorized on-site representative

Fax:+

Tel: +

Email:

### Commercial contact:

* Mr. V.V. Golovanov
* Tel: (7 495) 663-34-33 add.117
* Fax: (7 495)-663-34-33

Email: v.golovanov@atex.org.ru

### Banking details for payments in Rubles:

Invoice account

In ……………………………………..Moscow

Correspondent account……………………….

Bank Identifier Code……………………….

* Banking details for payments in Euro:
* Invoice account
* In ………………………… …………Moscow
* Correspondent account………………………..
* Bank Identifier Code …………………………..

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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APPENDIX 1 – Non-limited list of companies on rendering Services on Engineering
and Technical Support of operation of Bushehr NPP

| No. | Company | No. | Company |
| --- | --- | --- | --- |
|  |  «Corporation AK «ESKM» Ltd. |  | Group of companies «InterArm» |
|  |  «Energoavtomatica» Ltd. |  | IK «CKBA» |
|  | «Energoprogress» Ltd. |  | IPU RSA |
|  | «Energotechservis» Ltd. |  | JSC "Trest Hydromontazh" |
|  | «ESKO-Engineering» Ltd. |  | JSC “Concern Rosenergoatom” |
|  | «InterpromAvtomatica», Ltd. |  | JSC «Alpha Laval Potok» |
|  | «Interragas» Ltd. |  | JSC «ASU Sphere» |
|  | «NTC DIAPROM» Ltd. |  | JSC «Atomenergoremont» |
|  | «NTT-Electro» Ltd. |  | JSC «Atomstroyexport» |
|  | «VEZA» Ltd. |  | JSC «EMK-ATOMMASH» |
|  | «West-Engineering» Ltd. |  | JSC «Energomash (Chekhov)-CHZEM» |
|  | ConcernRussianpumps |  | JSC «Firm «Soyuz-01» |
|  | DIANA TREST Ltd. |  | JSC «Frunze SMNPO» |
|  | EnergoIntegration Ltd. |  | JSC «IFAZ» |
|  | ENIKO TSO  |  | JSC «KB Energoavtomatika» |
|  | FSUE «Device-making plant» |  | JSC «Krasny kotelshik» |
|  | FSUE «Goszagransobstvennost» |  | JSC «Livhydromash»  |
|  | FSUE «KB of plant «Russia» |  | JSC «Manometer» |
|  | FSUE «UEMZ» |  | JSC «Moven» |
|  | FSUE FNPTs NIIIS  |  | JSC «Nasosenergomash» |
|  | FSUE PSZ  |  | JSC «Nevaplant «Electroschit» |
|  | FSUE VNIIA  |  | JSC «New Era» |
|  | Group of Companies “Stroyelectromontazh No.5” |  | JSC «NPP AS» |
|  | JSC «Plant «Electropult» |  | JSC NPO «CNIITMASH» |
|  | JSC «Pribor» |  | JSC NPO «VNIIPTMASH» |
|  | JSC «Protvino Pilot operation plant «PROGRESS» |  | JSC NPO TsKTI |
|  | JSC «PTPA» |  | JSC NPO TsNIITMASH |
|  | JSC «Pyatigorsky zavod Impulse» |  | JSC NPP Radiation Monitoring. Devices and Methods  |
|  | JSC «Rusatomservice» |  | JSC OKB GIDROPRESS  |
|  | JSC «SverdNIIchimmash» |  | JSC OKBM Afrikantov |
|  | JSC «Tulaelectroprivod» |  | JSC Podolsk machine works (ZiO) |
|  | JSC «TVEL» |  | JSC Power Machines |
|  | JSC «Vibrator» |  | JSC SNIIP-SYSTEMATOM  |
|  | JSC Atomenergoproekt |  | JSC SPbAEP |
|  | JSC Atommashexport |  | JSC SverdNIIchimmash |
|  | JSC Atomtechenergo |  | JSC VNIIAES  |
|  | JSC Atomtechexport  |  | JSC VO Elektroapparat |
|  | JSC CKBM  |  | MK «SPLAV» |
|  | JSC Diakont |  | Moscow plant Fizpribor Ltd. |
|  | JSC ENITS  |  | NIYAU «MIFI» |
|  | JSC Fuel Cycle Physics |  | NPO «Hydromash» |
|  | JSC INPK Russian energy technologies  |  | NTL-Pribor Ltd. |
|  | JSC Instrument factory TENZOR  |  | Obninsk R&D Center Prognoz |
|  | JSC Izhorskie zavody |  | RPE VNIIEM  |
|  | JSC KB Promengineering |  | RSE «Dose» |
|  | JSC Kolomenskiy zavod |  | SNIIP JSC |
|  | JSC Neolant |  | SNIIP-ASKUR CoLtd. |
|  | JSC NIAEP  |  | Tseller Ltd. |
|  | JSC NIITFA  |  | VO «Isotop» |
|  | JSC NIKIMT-Atomstroy |  |  JSC Atom RED |

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APPENDIX 2 – Application Form for sending specialists to ВNPP Site/Tehran

To: Authorized Representative of the Contractor

Order for Services.

Please, be notified that the following experts (specialists) are required to be dispatched for performing Services on Technical and Engineering Support under the Contract No.\_\_\_, at ВNPP Site/Tehran as per the following table.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | **Position** | **Grade** | Organization | Starting date | Ending Date | Remarks |
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Approved by Authorized Representative of the Principal (Name and Position)

Appendix 3 – Application Form for the Engineering Services
at the Principal’s Request

To: Authorized Representative of the Contractor

Please be notified of the following Engineering Services for your kind consideration and submit us necessary technical assignment, financial and contractual terms and conditions as soon as possible.

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Issue to be Settled |  | Principal/ Principal’s Dept. |  |
| Date of Request |  | Deadline of the Response |  |
| Description of subjects:  |
| Attachment |  |

Approved by Authorized Representative of the Principal (Name and Position)

APPENDIX 4 – Procedures of the Principal and the Contractor interaction at services rendering

 Technical and engineering support of operation

Appendix 4.1.1

The procedure of interaction between the Principal and the Contractor at the Contractor’s permanent specialists sending to IRI for technical support of operation is as follows:

Stage 1. The Principal shall send an application drawn up in accordance with Appendix 2 specifying the specialty (areas of rendering services) and duration of starting/finishing services. The Contractor - REA shall be indicated in the “Organization” column.

Stage 2. The Contractor shall consider the application, select candidates for rendering the required services. The specialists are selected among experienced NPP staff, affiliates of REA. The examination of the application shall be up to 2 weeks.

By results, the Contractor shall designate full names of the specialists together with their working experience (resume or CV including position, grade and relevant reimbursement rate) and send them to the Principal. The place of employment of the specialist (NPP/affiliate) shall be indicated in the “Organization” column.

Stage 3. The Principal shall consider the proposals regarding the list of the performers and, in case of no reproof, shall send an official order-letter drawn up according to Appendix 2.

Review of the application shall take up to 2 weeks.

Stage 4. The Contractor shall send copies of the following documents to the Principal:

* personal data form
* passport copy
* copy of education diploma including work experience description and qualification.

Stage 5. The Contractor shall get employment visas form F-30 (visa with labor permit) to the specialists. Time period for visas arrangement is 2 months and more.

Stage 6. Once the visas are received, the Contactor shall inform the Principal about its readiness to send specialists.

Stage 7. The Principal shall send a consent letter about receiving specialists within the indicated period and about readiness of accommodation.

Stage 8. The Contractor shall send the specialists and inform the Principal about their departure. The Principal shall provide meeting of the specialists at the airport and their accommodation according to place of residence.

Stage 9. The Contractor, with the Principal’s assistance (if any), shall send the documents of the business traveler in order to get employment certificate and residence permit.

Stage 10 The Contractor, every month or upon services rendering completion, shall draw up monthly report in the form established in Appendix 8 and Timesheet for the Contractor’s specialists (Appendix 7.1), and Certificate on Performed Services (Appendix 15) (in compliance with Appendix 11.1).

Appendix 4.1.2

Procedure of the Principal and the Contractor interaction at short-time (not more than 90 days) sending of the Contractor’s specialists for rendering engineering services and technical support

**It shall be the same as Appendix No.4.1.1 and need to be corrected.**

To render services on technical support of operation, The Contractor shall send the specialists for the short period not exceeding 90 days, including specialists from the organizations. The list of which is available in Appendix 1 to the present Contract.

The procedure of interaction between the Principal and the Contractor is as follows:

Stage 1. The Principal shall forward an application drawn up according to Appendix 2 specifying scope of services to be rendered, terms of services rendering start/completion.

Stage 2.The Contractor shall consider the application, to determine, whether it is possible to perform the requested works. If it is impossible to execute the application, the Contractor sends motivated refusal to the Principal. In this case, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. The time for application consideration is up to 2 weeks.

Stage 2a Based on the approved application, the Contractor shall draw up the Technical Assignment for work performance. The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* specialists qualification and membership;
* time-schedule of specialists sending;
* responsible executors;
* Contractor’s obligations;
* Principal’s obligations;
* demand to as-built documents drawing up (if required);
* time periods of performance;

Stage 3. The Principal shall review the Technical Assignment and time periods for the specialists sending, and, in case of unavailability of comments, send an official letter-order in the form of Appendix 2 and approved Technical Assignment as well. The time for application consideration is up to 2 weeks.

Stage 4. The Contractor shall draw up a draft agreement with the Russian subcontractor. The time for drawing up shall take up to 2,5 months.

Upon signing the agreement with the Russian subcontractor, the latter shall send to the Principal the package of documents required for sending specialists:

* personal data form
* passport copy
* copy of education diploma including work experience.

Stage 5. The Contractor shall approach to the Consular Department of IRI Embassy in Russia to formalize the employment visas.

Stage 6. Once the visas are obtained, the Contractor shall inform the Principle about its readiness to send specialists.

Stage 7. The Principal shall send a consent letter about receiving specialists within the indicated period and about readiness of accommodation.

Stage 8. The Contractor shall send the specialists and inform the Contractor about their departure. The Principal shall provide meeting of the specialists at the airport and their allocation according to place of residence.

Stage 9.The Contractor, every month or upon services rendering completion, shall draw up monthly report in the form established in Appendix 8 and Timesheet for the Contractor’s specialists (Appendix 7.2), and Certificate on Performed Services (Appendix 15) (in compliance with Appendix 11.1).

Appendix 4.1.3

Procedure of the Principal and the Contractor interaction at the Contractor’s specialists urgent sending to IRI for technical support of operation

To arrange for fast (within 7 calendar days) sending the Contractor’s specialists for urgent short-term (not exceeding 30 days) rendering of engineering services under conditions when the Principal considers the matter to be urgent and the above specified terms are not predictable or planned, the procedure of interaction between the Principal and the Contractor shall be performed as follows:

* The Contractor shall consider the Principal’s Application (Appendix 2 and Appendix 3) and selects the candidates of specialists for the required services rendering within up to 1 week. Simultaneously with submission to the Principal of details of the specialists to be sent, the Contractor proceeds to arrangement of Iran entry visas (time period of visa issue is 5 working days).
* The Principal shall review the proposals regarding the list of the specialists and shall send an official letter according to Appendix 2 within 3 working days.

At the same time, the reimbursement rate for urgently sent specialists increases to 1,5 (one and a half) time relatively to the rate for Permanent specialists.

Upon receipt of the visas and order-letter from the Principal, the Contractor shall send specialists to Iran.

The Contractor shall develop the Timesheet for the Contractor’s specialists (Appendix 7.2) and Certificate on Performed Services (Appendix 15) every month upon services rendering completion (in compliance with Appendix 11.).

Appendix 4.1.4

Procedure of the Principal and the Contractor interaction without the Contractor’s specialists sending to IRI /

1. The services on support of operation may be rendered by the Contactor in RF. The procedure of the Principal and the Contractor interaction, if the Contractor’s specialists sending to IRI are not required, as follows:

Stage 1. The Principal shall forward an application drawn up in the form of Appendix 3 specifying the desirable time period for work performance.

Stage 2.The Contractor shall consider the application, to determine, whether it is possible to perform the requested works. If it is impossible to execute the application, the Contractor sends motivated refusal to the Principal. In this case, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. The time for application consideration is up to 2 weeks.

Stage 2a. Based on the approved application, the Contractor shall draw up the Technical Assignment for work performance. The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* responsible executors;
* Contractor’s obligations;
* Principal’s obligations;
* demand to as-built documents drawing up (if required);
* time periods of performance and price of services;

Stage 3. The Principal shall review the Technical Assignment and, in case of unavailability of comments, send the Work-Order and approved Technical assignment. The time for application consideration is up to 2 weeks.

Stage 4. The Contractor shall draw up a draft agreement with the Russian subcontractor. The time for drawing up shall take up to4 months.

Upon signing the agreement with the Russian subcontractor, the latter shall monitor the agreement execution within the established terms.

Stage 5. Upon services rendering completion, the Contractor shall draw up the reporting documents and Certificate of the performed Services (Appendix 15) (in compliance with Appendix 11.4).

Trend 2: Technical and Engineering Support of Repairs and Maintenance

Appendix 4.2.1

Procedure of the Principal and the Contractor interaction at support of repairs and maintenance by Contractor’s permanent specialists

For rendering services on technical and engineering support of repair and maintenance, the Contractor shall involve permanent representatives at the Site and also organizations open list of which is provided in Appendix 1 to the present Contract.

2. The procedure of the Contractor and the Principal interaction for technical and engineering support of repairs and maintenance using the Contractor’s permanent specialists at the Site:

Stage 1. The Principal shall send the Application drawn up in compliance with Appendix 3 specifying the scope of services to be rendered, the main demands to the services to be rendered and the time periods for the services rendering start /completion.

Stage 2.The Contractor shall review the application, to determine, whether it is possible to perform the requested works. If it is impossible to execute the application, the Contractor sends motivated refusal to the Principal. In this case, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. The time for application consideration is up to 2 weeks.

Stage 2a Based on the approved application, the Contractor shall draw up the Technical Assignment for work performance. The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* specialists qualification and membership;
* responsible executors;
* Contractor’s obligations;
* Principal’s obligations;
* demand to as-built documents drawing up (if required);
* time-schedule of specialists sending;
* time periods of performance.

Stage 3. The Principal shall review the Technical Assignment to the Application, services price calculations and time periods for the specialists sending and, in case of no reproof, shall send an official order-letter specifying the agreed price of services and enclosing the approved Technical Assignment. The application review time shall take up to 2 weeks.

Stage 3a. If necessary, The Contractor shall arrange a meeting, to agree Technical Assignment to the Application and the price for services rendering with participation of the Principal’s and subcontractors’ representatives (if required). After the price and the Technical Assignmentis agreed, the Principal shall send an official letter-order specifying price of services rendering and enclosing the approved technical Assignment.

Stage 4a. The Contractor (if required) shall sign agreements with the Russian subcontractors. The time for drawing up the agreements shall take up to 4,0 months after receiving the letter-order and approved technical Assignment.

Stage 4b. Upon signing the agreement with the Russian subcontractor, the latter shall send to the Principal the package of documents required for sending specialists:

personal data form

passport copy

copy of education diploma including work experience.

Stage 5. The Contractor shall approach to the Consular Department of IRI Embassy in Russia to formalize the employment visas.

Stage 6. Once the visas are obtained, the Contractor shall inform the Principle about its readiness to send specialists.

Stage 7. The Principal shall send a consent letter about receiving specialists within the indicated period and about readiness of accommodation.

Stage 8. The Contractor shall send the specialists and inform the Contractor about their departure. The Principal shall provide meeting of the specialists at the airport and their allocation according to place of residence.

Stage 9.At work performance by the Contractor’s permanent representatives at the Site, every month the Contractor shall formalize the Timesheet for the Contractor’s specialists (Appendix 7.1) and monthly report in the format defined in Appendix 8. Payments for the rendered services shall be effected on the monthly basis. The total cost of Service per each month shall be confirmed by signing “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Stage 10 Upon expiration of 1 month from the date of Services rendering completion by the Contractor, release of 50% (fifty per cents) of retained amount shall be confirmed by submission of Certificate on Release of Retention (Appendix 9) approved by the Principal.

Stage 11 Upon expiration of 1 year of this Contract validity period, after successful completion of Services rendering by the Contractor, release of the remained 50% (fifty per cents) of retained amount shall be confirmed by submission of Certificate on Release of Retention (Appendix 9) approved by the Principal.

3. The procedure of the Contractor and the Principal interaction at performance of a part of works in RF is described in Appendix 4.2.3

Appendix 4.2.2

Procedure of the Principal and the Contractor interaction at support of repairs and maintenance by the specialists detached for the short time period

To render services on technical and engineering support of maintenance and repairs, the Contractor shall involve its specialists detached for the short time period (not exceeding 90 days), as well as the specialists from organizations non-limited list of which is available in Appendix 1 to the present Contract.

2. The procedure of the Principal and the Contractor interaction for technical and engineering support of maintenance and repairs with involvement of the Contractor’s specialists detached for the short time period (not exceeding 90 days):

Stage 1. The Principal shall send the Application drawn up in compliance with Appendix 2 specifying the scope of services to be rendered, the main demands to the services to be rendered and the time periods for the services rendering start /completion.

Stage 2. The Contractor shall review the application, to determine, whether it is possible to perform the requested works. If it is impossible to execute the application, the Contractor sends motivated refusal to the Principal. In this case, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. The time for application consideration is up to 2 weeks.

Stage 2a Based on the approved application, the Contractor shall draw up the Technical Assignment for work performance. The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* specialists qualification and membership;
* responsible executors;
* Contractor’s obligations;
* Principal’s obligations;
* time-schedule of specialists sending;
* demand to as-built documents drawing up (if required);
* time periods of performance.

Stage 3. The Principal shall review the Technical Assignment to the Application, services price calculations and time periods for the specialists sending and, in case of no reproof, shall send an official order-letter specifying the agreed price of services and enclosing the approved Technical Assignment. The application review time shall take up to 2 weeks.

Stage 3a. If necessary, The Contractor shall arrange a meeting, to agree Technical Assignment to the Application and the price for services rendering with participation of the Principal’s and subcontractors’ representatives (if required). After the price and the Technical Assignmentis agreed, the Principal shall send an official letter-order specifying price of services rendering and enclosing the approved technical Assignment.

Stage 4a. The Contractor (if required) shall sign agreements with the Russian subcontractors. The time for drawing up the agreements shall take up to 4,0 months after receiving the letter-order and approved technical Assignment.

Stage 4b. Upon signing the agreement with the Russian subcontractor, the latter shall send to the Principal the package of documents required for sending specialists:

* personal data form
* passport copy
* copy of education diploma including work experience.

Stage 5. The Contractor shall approach to the Consular Department of IRI Embassy in Russia to formalize the employment visas.

Stage 6. Once the visas are obtained, the Contractor shall inform the Principle about its readiness to send specialists.

Stage 7. The Principal shall send a consent letter about receiving specialists within the indicated period and about readiness of accommodation.

Stage 8. The Contractor shall send the specialists and inform the Contractor about their departure. The Principal shall provide meeting of the specialists at the airport and their allocation according to place of residence.

Stage 9 At work performance by the Contractor’s specialists detached for the short time period (not exceeding 90 days), the Contractor shall every month formalize the Timesheet for recording the Contractor’s specialists staying in IRI time period (Appendix 7.2). Upon completion of the services rendering by the Contractor’s specialists detached for the short time period (not exceeding 90 days), the Contractor shall draw up a report in the format defined in Appendix 8 and “Certificate of Performed Services Acceptance” (Appendix 15). Payment for the rendered services shall be effected on the one-time basis, upon services rendering completion.

3. The procedure of the Contractor and the Principal interaction at performance of a part of works in RF is described in Appendix 4.2.3

Appendix 4.2.3

Procedure of the Principal and the Contractor interaction without sending the Contractor’s specialists to IRI at support of maintenance and repairs, including unplanned ones

1. The Services on support of maintenance and repairs, including unplanned ones may be rendered by the Contractor at place of subcontractors’ permanent work in RF. The procedure of the Principal and the Contractor interaction, if the Contractor’s specialists visit to IRI is not required, is as follows:

Stage 1. The Principal shall send the Application drawn up in compliance with Appendix 3 specifying the scope of services to be rendered, the main demands to the services to be rendered and the desirable work performance time period.

Stage 2. The Contractor shall review the application, to determine, whether it is possible to perform the requested works. If it is impossible to execute the application, the Contractor sends motivated refusal to the Principal. In this case, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. The time for application consideration is up to 2 weeks (in case of unplanned repairs – up to 1 week).

Stage 2a At execution of Application for assistance at unplanned/emergency repair, the Contractor shall immediately start services rendering and arranges work performance in RF, without waiting for Work-Order receiving and Technical Assignment approval.

Stage 2b Based on the approved application, the Contractor, with subcontracting organizations involvement (if necessary), shall draw up the Technical Assignment for work performance. The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* Contractor’s obligations;
* specialists labor expenditures and qualification;
* Principal’s obligations;
* demand to as-built documents drawing up (if required);
* time periods of performance.

Stage 3. The Principal shall review the Technical Assignment to the Application, the specialists’ services price calculations and, in case of no reproof, shall send an official order-letter specifying the agreed price of services, performance period and enclosing the approved Technical Assignment. The application review time shall take up to 2 weeks.

Stage 3a.If necessary, The Contractor shall arrange a meeting, to agree Technical Assignment to the Application and the price for services rendering with participation of the Principal’s and subcontractors’ representatives (if required). After the price and the Technical Assignment is agreed, the Principal shall send the Work-Order specifying price of services rendering and enclosing the approved technical Assignment and services rendering time period.

Stage 4a.The Contractor (if required) shall sign agreements with the Russian subcontractors. The time for drawing up the agreements shall take up to 4,0 months after receiving the letter-order and approved technical Assignment.

Stage 5. The Contractor shall notify the Principal on the date of work performance commencement as per the letter-order and start services rendering in compliance with the technical Assignment (except for the case specified in Stage 2a).

Stage 6. The documents developed by results of work performance shall be forwarded to the Principal for agreeing. Payment for the rendered services shall be effected on the one-time basis, upon developed documents approval by the Principal. The cost of Services shall be accepted in compliance with the Work-order and confirmed by signing “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal

Trend 3: Technical and engineering support at BNPP systems and equipment modernization

Appendix 4.3.1

Procedure of the Principal and the Contractor interaction at rendering services on BNPP systems and equipment modernization.

Stage 1. The Principal shall address the Contractor’s permanent representative at Site/in Tehran and request preliminary information on the selected topic: whether such works were performed at Concern’s NPPs, a range of potential performance.

Stage 2. The Contractor shall forward to the Principal all available information on possibility of rendering services on systems and equipment modernization.

Stage 3. In case of the Principal’s interest to perform certain modernization, the Principal shall forward an inquiry drawn up according to Appendix 3 specifying desirable work completion time.

Stage 4 The Contractor shall review the a.m. application within two week, whether it is possible to perform the requested modernization. If it is impossible to execute the application, the Contractor sends justification on its refusal to the Principal. In this case, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application and shall take final decision for performing the Principal’s Application within two weeks.

Stage 4a In case approval of the Application by the Parties, the Contractor, shall develop the Technical Assignment for modernization performance. The following issues shall be included in the Technical Assignment:

* types of services and technical support;
* sequence of technical support rendering to the Principal;
* specialists qualification and membership;
* time-schedule of required specialists sending;
* responsible executors;
* Contractor’s obligations;
* Principal’s obligations;
* demand to as-built documents drawing up (if required);
* time periods of performance;
* advantages and disadvantages;
* Objectives;
* Detailed price offer.

The Technical Assignment and financial proposal shall be forwarded to the Principal by the Contractor within 1 month after the Application approval.

Stage 5 The Principal shall review the Contractor’s proposal, and shall send the Work-Order as per appendix 19 specifying the agreed price of the relating services and enclosing the approved Technical Assignment. The review time of the Contractor’s proposal shall take out up to one month.

Stage 6. In case the Principal take a final decision to perform such a modernization by sending the Work-order, the Parties shall develop and sign a separate addendum to the present Contract.

Trend 4: Assistance in unplanned/emergency repair and maintenance performance

Appendix 4.4

Procedure of the Principal and the Contractor interaction at unplanned/emergency repair and maintenance performance.

1. To render services on assistance in unplanned/emergency repair and maintenance performance, the Contractor shall involve its permanent representatives at the Site, as well as specialists detached for the short time period (not exceeding 90 days), as well as the specialists from organizations non-limited list of which is available in Appendix 1 to the present Contract.

2. The procedure of the Principal and the Contractor interaction at assistance in unplanned/emergency repair and maintenance performance:

Stage 1. The Principal shall send the Application drawn up in compliance with Appendix 3 specifying the scope of services to be rendered, the main demands to the services to be rendered and desirable time periods for work performance.

Stage 2. The Contractor shall review the application, to determine, whether it is possible to perform the requested works. If required, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. If necessary, the Contractor shall arrange interaction and involve relevant specialists in RF for giving consultations and obtaining technical support. The time for application consideration is up to 1week.

Stage 3а. Should urgent specialists sending is necessary, the Contractor shall forward to the principal the package of the following documents:

* personal data form
* passport copy
* copy of education diploma including work experience.

Stage 3b.The Contractor shall approach to the Consular Department of IRI Embassy in Russia to formalize the urgent employment visas and inform the Principal on readiness for sending specialists.

Stage 3c.The Contractor shall send the specialists and inform the Contractor about their departure. The Principal shall provide meeting of the specialists at the airport and their allocation according to place of residence.

Stage 4 Based on the approved application, the Contractor shall draw up the Technical Assignment for work performance (with or without the Contractor’s specialists sending to IRI). The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* specialists qualification and membership (in case of specialists sending);
* responsible executors;
* Contractor’s obligations;
* Principal’s obligations;
* demand to as-built documents drawing up (if required);
* time-schedule of specialists sending;
* time periods of performance.

Stage 5. The Principal shall review the Technical Assignment to the Application, services price calculations and time periods for their performance and, in case of no reproof, shall send the Work-Order specifying the agreed price of services and enclosing the approved Technical Assignment. The application review time shall take up to 2 weeks.

Stage 5a. If required, the Contractor shall arrange a meeting on coordination of Technical Assignment to the Application and the price of the services rendering with participation of the Principal’s and subcontractors representatives (if necessary). After reaching an agreement on the price and Technical Assignment, the Principal shall send the Work-Order specifying services rendering price and enclosing the approved Technical Assignment.

Stage 6.The Contractor (if required) shall sign agreements with the Russian subcontractors. The time for drawing up the agreements shall take up to 4,0 months after receiving the work-order and approved technical Assignment.

Stage 7 At work performance by the Contractor’s specialists detached for the short time period (not exceeding 90 days), the Contractor shall every month formalize the Timesheet for recording the Contractor’s specialists staying in IRI time period (Appendix 7.2). Upon completion of the services rendering by the Contractor’s specialists detached for the short time period (not exceeding 90 days), the Contractor shall draw up a report in the format defined in Appendix 8 and “Certificate of Performed Services Acceptance” (Appendix 15). Payment for the rendered services shall be effected on the one-time basis, upon services rendering completion.

3. The procedure of the Contractor and the Principal interaction at performance of a part of works in RF is described in Appendix 4.2.3

Trend 5: Assistance in establishing technical support (TAVANA Co.)

Appendix 4.5

1. The procedure of interaction between the Principal and the Contractor at the Contractor’s specialists sending for permanent work in technical support organization for assistance in its establishing is as follows:

Stage 1. The Principal shall send an application drawn up in accordance with Appendix 2 specifying the specialty (areas of rendering services) and duration of starting/finishing services. The Contractor - REA shall be indicated in the “Organization” column.

Stage 2. The Contractor shall consider the application, select candidates for rendering the required services. The specialists are selected among experienced NPP staff, affiliates of REA. The examination of the application shall be up to 2 weeks.

By results, the Contractor shall designate full names of the specialists together with their working experience (resume or CV including position,) and send them to the Principal. The place of employment of the specialist (NPP/Company) shall be indicated in the “Organization” column.

Stage 3. The Principal shall consider the proposals regarding the list of the specialists and, in case of no reproof, shall send an official order-letter drawn up according to Appendix 2.

Review of the application shall take up to 2 weeks.

Stage 4. The Contractor shall send copies of the following documents to the Principal:

* personal data form
* passport copy
* copy of education diploma including work experience description and qualification.

Stage 5. The Contractor shall get employment visas form F-30 (visa with labor permit) to the specialists. Time period for visas arrangement is 2 months and more.

Stage 6. Once the visas are received, the Contactor shall inform the Principal about its readiness to send specialists.

Stage 7. The Principal shall send a consent letter about receiving specialists within the indicated period and about readiness of accommodation.

Stage 8. The Contractor shall send the specialists and inform the Principal about their departure. The Principal shall provide meeting of the specialists at the airport and their accommodation according to place of residence.

Stage 9. The Contractor, with the Principal’s assistance, shall send the documents of the business traveler in order to get employment certificate and residence permit.

Stage 10 The Contractor, every month upon services rendering completion, shall draw up monthly report in the form established in Appendix 8 and Timesheet for the Contractor’s specialists (Appendix 7.1), and Certificate on Performed Services (Appendix 15) (in compliance with Appendix 11.3.

APPENDIX 5 – Duties and job description of Contractor’s permanent specialists at the Site/Tehran

The general functions and duties of the on the site permanent representatives of design organizations and manufacturers of essential equipment are as follows:

1. Supervision over operation of equipment and systems in accordance with requirements of design and manufacturing documentation.
2. Agreement of temporary modifications in the equipment operation modes when availability of non-safety-related deviations.
3. Agreement of scopes of maintenance and repair of equipment during PPM conduct.
4. Issuance of recommendations for mitigation the defects arising during operation and those defects revealed during planned maintenance as well as development (agreement) of techniques for defects mitigation.
5. Issuance of proposals to BNPP regarding improvement of operation modes and upgrade of equipment and systems in order to enhance reliability and efficiency.
6. Participation in routine meetings carried out both at the management level and in BNPP subdivisions.
7. Coordination of urgent supply of SPTA with the plants to minimize the time of the unit downtime.
8. Participation in investigation of deviations and abnormalities in the NPP operation and issuance of proposals for corrective measures.
9. Keeping the BNPP management being informed about the deviations and defects revealed during operation of the same-type equipment at other NPPs and issuance of proposals for preventing the alike deviations or defects at Bushehr NPP.
10. Ensuring the coordination with the management and main specialists of the enterprise to enable solution of arising problems including calling upon the additional specialists on site if necessary.
11. Issuance of proposals regarding replacement of equipment (if required) for more effective and reliable equipment based on the review of the results of operation.
12. Consulting the operation personnel about the issues related to equipment and systems behavior.

APPENDIX 6 –Duties and job description of Contractor’s specialists
in Tehran

| Sl. No. | Areaofthework | Duties | Man-Month for Five Years |
| --- | --- | --- | --- |
| 1 | Reactorplantdesign | Rendering the engineering services and assistance/ consultation of the Iranian experts in the following but not limited areas:Development of the Thermal Hydraulic modeling of the BNPP-1 for safety analysis.Analysis the accident condition during the abnormal events at BNPP and elaborate the recommendations to the NPP operatorsVerification and validation of the computer codesAnalysis of the suggestions of the NPP operator regarding modernization of equipment of the reactor plant, optimization of the operating modes and justification by means of computational analysis and experimental investigation.Analysis of the NPP operation on defect, failures and malfunction and providing recommendation on eliminationDevelopment the mathematical modeling of the reactor equipmentDevelopment of the technical document for NPP operationDeterministic safety analyses to support PSAValidation and verification of EOPs and plant simulatorBest estimate analyses for equipment qualificationPeriodic safety review (PSR) of BNPP-1Supporting safety analyses during design change/modification of operational systems and components.Strength analysis of systems/structural and equipment with considering ageing effects (material embrittlement, fatigue, corrosion, erosion, …)Thermal stratification transient analysis for suspected systems of BNPP-1Rendering suggestions/recommendations and corrective actions to improve the performance of systems and components. | 60 |
| 2 | General design of the plant | Rendering the engineering services and assistance/ consultation of the Iranian experts in the following but not limited areas:Development of the living PSA for BNPP-1Improvement of environmental monitoring systemNuclear wastes management and radiation protectionDevelopment of operational documentation (severe accident management guidelines and emergency operating procedure).Investigation of the causes of failures (root cause analysis) in the equipment operation.Life Management /extension of the NPP equipment.Verification of the analysis performed by the principle for upgrading the system and equipmentDevelopment/establish of an efficient aging management system for BNPP-1Development of an efficient surveillance and equipment qualification program.Rendering suggestions/recommendations and corrective actions to improve the performance of the systems and components.Developing the configuration management for BNPP-1Assessment of system/equipment condition, residual life prediction and trending analysis.Review, assessment and validation of the analysis made by the Principle.Engineering services for development/improvement of the following programs/activities for the BNPP-1:- Maintenance program- In service inspection- Operator procedures- System/equipment surveillance program- Ageing management program- | 120 |
| 3 | Nuclear fuel and reactor physics | Rendering consultation services and/or Assistance the Iranian experts on the following but not limited areas:3.1 In-Core Fuel Management and Reactor PhysicsPeriodic analysis of the physical operational data at steady state and transient conditions;Neutron physics calculation in order to evaluation of performance of the In-Core monitoring systems(ICIS, NFME, …);Annual fuel management calculation including burn-up and optimized core pattern analysis;Neutron physics calculation in order to analysis of the transient and emergency modes and during physical start-up tests as well;Development and updating of the documents related to short/long term fuel management such as nuclear design report, safety justification report, album of neutron-physical characteristics of the reactor and…;Investigation on subjects like possibility of increasing of fuel burn-up, using new materials, modifications and power up-rating of the reactor core.Fuel Engineering ServicesInvestigation on cause of fuel damages occurred during operation campaign;Providing the required engineering services on using new fuel types such as safety and economic justification, selection of the specific type of new fuel and …;Providing the required engineering services on issues related to spent fuel such as updating of documents and instructions of transportation and storage in fuel pond and…;Providing the required engineering services on issues related to probable changes on fuel pond and its related systems such as cooling system, refueling machine and …; | 3030 |
| 4 | Engineeringservices | Rendering the engineering services and assistance/ consultation of the Iranian experts in the following but not limited areas:Conditioning monitoring and performance analysisInvestigation of the causes of failures (root cause analysis)Ageing assessment and residual life predictionSupporting technical analysis during design change/improvementImprovement/optimization of operational instructions and proceduresReview, assessment and validation of the analysis made by the Principle | 30 |
| 5 | RCP andrelatedsystems | Rendering the engineering services and assistance/ consultation of the Iranian expertsregarding the RCP and related systems and main components as well as transferring information and experiences :Root cause investigation and analysis of failures and providing the corrective solutions or actionsTime limited ageing analysisImprovement/modernization of systems and componentsResidual life time prediction and assessmentStrength analysis of RCP and related components during unanticipated operational conditions (stress, fatigue, vibration, seismic, …)Improvement/optimization of operational instructions and proceduresReview, assessment and validation of the analysis made by the Principle. | 30 |
| 6 | RotaryEquipment | Rendering the engineering services and assistance/ consultation of the Iranian experts regarding the high voltage electric motors, (feedwater pumps, circulation pump, etc.), and related systems and main components as well as transferring information and experiences :Root cause investigation and analysis of failures or problems and providing the corrective solutions or actionsImprovement/modernization of related systems and componentsAgeing degradation and residual life prediction assessmentStrength analysis during unanticipated operational conditions (stress, fatigue, vibration, seismic, …)Improvement/optimization of operational instructions and proceduresReview, assessment and validation of the analysis made by the Principle | 30 |
| 7 | Turbine service systems and equipment | Rendering the engineering services and assistance/ consultation of the Iranian expertsregarding the turbine system and related main components as well as transferring technical information and experiences:Conditioning monitoring and performance analysisInvestigation of the causes of failures (root cause analysis)Ageing assessment and residual life predictionSupporting technical analysis during design change/improvement and modernizationImprovement/optimization of operational instructions and proceduresReview, assessment and validation of the analysis made by the Principle. | 30 |
| 8 | APCS | Rendering the engineering services and assistance/ consultation of the Iranian experts in the following but not limited areas regarding the I&C systems such as CPS-EE, ESFIP, MCDS, diagnostics systems, NMS, TPTS, TLS-U, IOPRS, etc. as well as transferring technical information and experiences:Root cause investigation and analysis of failures or problems and providing the corrective solutions or actionsSupporting technical analysis during design change/improvement or modernization of the related systems | 30 |
| 9 | WaterChemistrySystems | Rendering the engineering services and assistance/ consultation of the Iranian experts in the following but not limited areasregarding the water chemistry systems as well as transferring technical information and experiences:Root cause investigation and analysis of failures or problems and providing the corrective solutions or actionsAnalysis of water chemistry balance and technical support of performing water chemistry balance and operation of the reactor water cleanup system and secondary purification system at BNPP-1.Supporting technical analysis during design change/improvement or modernization of the related systemsAgeing degradation assessmentImprovement/optimization of operational instructions and proceduresReview, assessment and validation of the analysis made by the Principle | 30 |

APPENDIX 7– FormsofTimesheet

Appendix 7.1 - Format of the Timesheet

for the Contractor’s specialist for "\_\_\_\_\_\_"\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_

|  |  |
| --- | --- |
| ThePrincipal | NPPD |
| TheContractor | REA |
| Project | Bushehr Nuclear Power Plant, Unit 1 (Iran)/ TAVANA Co. |
| Typeofworks | Performance of works, required for safety operation of BNPP-1 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl. No. | Name | Position | \_\_\_\_\_\_\_\_\_ 20\_\_\_\_  | NumberofHours |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| grade 4 |
|  |  |  | В | В | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | 176,00 |
|  |  |  | В | В | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 |   |   |   |   |   |   |   | 132,00 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total for month, man-hour | 308 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total for month, man- months | 1,75 |
| grade 5 |
|  |  |  | В | В | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | 176,00 |
|  |  |  | В | В | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | 176,00 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total per month, man-hour  | 352 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total per month, man- months | 2,00 |

Legendinthe timesheet:

Р - working days in IRI, В - days off in IRI, П - holidays in IRI, Б - Sick note, К - being on mission, О – leave.

Amount of man\*months shall be determined by method of dividing total amount of man-hours per month as per the Timesheet to the standard amount of hours in this specific month in compliance with the working time schedule.

|  |  |  |
| --- | --- | --- |
| Authorized representative of the Principal |  | Authorized representative of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_ |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 7.2 - Format of the Timesheet

for the Contractor’s specialists staying in IRI for "\_\_\_\_\_\_"\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ .

|  |  |
| --- | --- |
| ThePrincipal | NPPD |
| TheContractor | REA |
| Project | Bushehr Nuclear Power Plant, Unit 1 (Iran) |
| Typeofworks | Support of BNPP-1 repairs and maintenance  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl. No. | Name | Position | \_\_\_\_\_\_\_\_\_ 20\_\_\_\_  | Daysin IRI |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| grade 4 |
|  |  |  | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | 30 |
|  |  |  | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х |  |  |  |  |  |  |  |  | 22 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total for month, man-days | 52 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total for month, man- months | 1,73 |
| grade 5 |
|  |  |  | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | 30 |
|  |  |  | х | х | х | х | х | х | х |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 7 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total for month, man-days | 37 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total for month, man- months | 1,23 |

Legendintimesheet:

Х – daysofstayinginIRI, which shall be defined by stamps on crossing IRI board in the foreign passport.

Amount of man\*months shall be determined by method of dividing total amount of man-days per month as per the Timesheet to the standard amount of days in this specific month.

|  |  |  |
| --- | --- | --- |
| Authorized representative of the Principal |  | Authorized representative of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_ |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 8–Shapes of the Contractor’s Monthly Report

Appendix 8.1 - Format of the Contractor’s Monthly Report on rendering of services on technical support of operation

| No. | Description of the Contractor‘s specialist services | List of works in the framework of rendering of services, for which information on performance shall be provided for the reporting period |
| --- | --- | --- |
| 1 | General information. Performance of all functions and duties in the framework of approved job descriptions of the specialist | 1. Total number of the Contractor’s specialist, involved in rendering of services, shall be specified |
| 2. In case of any comments the list of comments to the Contractor’s specialist shall be included |
| 2 | The reactor installation General Designer’s (OKB Gidropress JSC) author’s supervision | The reactor installation engineering and technical support during operation (including maintenance and repair), upgrading and modification |
| 3 | Artichect-Engineer’s (Atomenergoproyekt JSC) author’s supervision | Technical support during operation, upgrading and modification of the nuclear plant |
| 4 | Power Machines JSC author’s supervision | Technical support during operation (including maintenance and repair), upgrading of the turbine and the generator |
| 5 | TSKBM JSC author’ssupervision | Technical support during operation (including maintenance and repair), upgrading of the RCP |
| 6 | OKBM Afrikantov JSC author’s supervision | Recommendations on high voltage electric motors, (feedwater pumps, circulation pump, etc.), development of technical proposals on current problems which may occur during operation on Bushehr NPP site |
| 7 | Technical support of nuclear fuel operation and in the field of reactor physics | Assistance in reconciliation of parameters relating to the calculations of the reactor core configuration with the measured values and giving necessary recommendations. Analysis of operation modes from the point of view of correspondence of safety margins to the conditions of safe operation, calculation of the main reactor parameters during physical tests and power increase, prediction of reactor parameters changing if compared with normal operation. Recommendations on improving control of spent FA condition during storage in the cooling pool, on utilization of additional equipment for cleaning the pool and the reactor vessel from sediments |
| 8 | Technical support of operation of systems and equipment of reactor, turbine services, electrical, ACPS, transportation and technological facilities | 1. Transfer of experience of operation of equipment in reactor and turbine services, recommendations and consultation on development of operating documentation among others, including SBEOI and severe accident management guidelines |
| 2. Assistance for BNNP in establishment of emergency response centre, actions in nuclear/radiation accidents |
| 3. Periodical technical supervision of maintenance, checking and remedy of defects of generator-transformer unit protection elements, analysis of eventual malfunctions, proposal of technical solutions |
| 4. Periodical technical supervision of maintenance, development of technical proposals on problems that may occur to the equipment during operation of CPS-EE, ESFIP, MCDS, diagnostics systems, NMS, TPTS, TLS-U, IOPRS, etc |
| 5. Carrying out scheduled maintenance of SIRM upper and lower levels. Comparative analysis of SIRM hardware during operation of the system, checking of parameters of functional devices and units, checking and control of operability of hardware and software, analogue signals input units, performing the fuel reloading procedure in SIRM database. Carrying out technical consultations and development of justified technical proposals in the case of problems with equipment and software, giving recommendations on prevention of eventual failures of equipment, functional devices and units, analogue signals input units |
| 6. Analysis of water chemistry balance and technical support of performing water chemistry balance and operation of the reactor water cleanup system and secondary purification system at BNPP. Experience transfer regarding application of advanced methodology and equipment for water chemistry balance of NPP systems. Development of technical recommendations in the case of water chemistry degradation |
| 7. Participation in preventive inspections and testing of refueling machine. Briefing of operators on technical aspects of refueling machine operation before its operation. Development of technical proposals when revealing problems regarding mechanical and electrical equipment, instrumentation and participation in the problems solution. Analyze the performed maintenance and make proposals on maintenance and preservation, technical modifications and drawing up of a list of spare parts for the refueling machine, etc.Giving recommendations regarding polar crane, development of technical proposals on current problems which may occur on site during operation and maintenance of polar crane |
| 8. Assistance in elimination of operational failures in ARMS circuit of upper level.Responses to corresponding questions asked by BNPP specialists and making recommendations regarding ARMS operational reliability improvement. Assistance to BNPP specialists in development of off-line database backup which shall archive accumulated data |

Note: in the process of production activity the format of the Contractor’s monthly report may be changed by agreement of the Parties.

The Contractor’s representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full name

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

**Appendix 8.2 - Format of the Contractor’s report on rendering services on support of repairs and maintenance**

Reportingperiodfrom …… to ………

| No. | Description of the Contractor‘s specialist services  | List of works in the framework of rendering of services, for which information on performance shall be provided for the reporting period |
| --- | --- | --- |
| 1 |  | 1. Total amount of the Contractor’s personnel involved in services rendering shall be specified. |
| 2. List of comments (if any) to the Contractor’s personnel shall be provided. |
| 2 |  |  |
|  |  |  |
|  |  |  |

Note: in the process of production activity the format of the Contractor’s report may be changed by agreement of the Parties.

The Contractor’s representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full name

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 8.3 - Format of the Contractor’s monthly report on rendering services at technical support of upgrading

| No. | Description of the Contractor‘s specialist services  | List of works in the framework of rendering of services, for which information on performance shall be provided for the reporting period |
| --- | --- | --- |
| 1 |  | 1. Total amount of the Contractor’s personnel involved in services rendering shall be specified. |
| 2. List of comments (if any) to the Contractor’s personnel shall be provided. |
| 2 |  |  |
| 3 |  |  |

Note: in the process of production activity the format of the Contractor’s monthly report may be changed by agreement of the Parties.

TheContractor’srepresentative\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fullname

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 8.4 - Format of the Contractor’s monthly report on rendering services in establishing and support of TAVANA Co. company

| No. | Description of the Contractor‘s specialist services  | List of works in the framework of rendering of services, for which information on performance shall be provided for the reporting period |
| --- | --- | --- |
| 1 |  | 1. Total amount of the Contractor’s personnel involved in services rendering shall be specified. |
| 2. List of comments (if any) to the Contractor’s personnel shall be provided. |
| 2 |  |  |
| 3 |  |  |

Note: in the process of production activity the format of the Contractor’s monthly report may be changed by agreement of the Parties.

TheContractor’srepresentative\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fullname

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 9–Certificate on Release of Year’s Retention

Appendix 9.1- Certificate on Release of Retention

We, as signed below, on behalf of the Contractor by ……….…………………….,

on behalf of the Principal by ………...……,

confirm the fulfillment of the Contractor's obligations regarding Good Performance of the Contractor's obligation under the Contract on Rendering of Engineering Services and Technical Support of Operation of the Bushehr NPP unit No. 1 at \_\_\_\_\_\_\_\_\_\_\_.

Signing of its Certificate should be the basis to draw up an invoice by REA for payment of Retention money as per Letter of Credit No. …………., which sum is due for performed Services as per the Contract.

Amount of retention: EURO…………………. (…………………….…....……Euro).

Fulfillment of the Contractor's obligations regarding Good Performance under the Contract for the period from \_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been confirmed by the representative of the Principal at the BNPP-1 Site based on the relevant performed Services.

|  |  |
| --- | --- |
| Authorized representative of the Principal  | Authorized representative of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

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| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 9.2 - Certificate on Release of Retention

We, as signed below, on behalf of the Contractor by …………..……………..…………..,

on behalf of the Principal by …………………….., confirm the fulfillment of the Contractor's obligations regarding Good Performance of the Contractor's obligation under the Contract on Rendering Services in support of repairs and maintenance of Bushehr NPP Unit No. 1 during the period from \_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Signing of its Certificate should be the basis to draw up an invoice by REA for payment of Retention money as per Letter of Credit No. …………., which sum is due for performed Services as per the Contract.

Amount of retention: EURO…………………. (…………………….…....……Euro).

Fulfillment of the Contractor's obligations regarding Good Performance under the Contract for the period from \_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been confirmed by the representative of the Principal at the BNPP-1 Site based on the relevant performed Services.

|  |  |
| --- | --- |
| Authorized representative of the Principal  | Authorized representative of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 9.3 - Certificate on Release of Annual Retention

We, as signed below, on behalf of the Contractor by …………..……………..…………..,

on behalf of the Principal by …………………….., confirm the fulfillment of the Contractor's obligations regarding Good Performance of the Contractor's obligation under the Contract on Rendering Services in technical support of BNPP Unit No.1 upgrading during the period from \_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Signing of its Certificate should be the basis to draw up an invoice by REA for payment of Retention money as per Letter of Credit No. …………., which sum is due for performed Services as per the Contract.

Amount of retention: EURO…………………. (…………………….…....……Euro).

Fulfillment of the Contractor's obligations regarding Good Performance under the Contract for the period from \_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been confirmed by the representative of the Principal at the BNPP-1 Site based on the relevant performed Services.

|  |  |
| --- | --- |
| Authorized representative of the Principal  | Authorized representative of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 9.4 - Certificate on Release of Annual Retention

We, as signed below, on behalf of the Contractor by …………..……………..…………..,

on behalf of the Principal by …………………….., confirm the fulfillment of the Contractor's obligations regarding Good Performance of the Contractor's obligation under the Contract on Rendering Services in establishing and development of TAVANA Co. company during the period from \_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Signing of its Certificate should be the basis to draw up an invoice by REA for payment of Retention money as per Letter of Credit No. …………., which sum is due for performed Services as per the Contract.

Amount of retention: EURO…………………. (…………………….…....……Euro).

Fulfillment of the Contractor's obligations regarding Good Performance under the Contract for the period from \_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been confirmed by the representative of the Principal at the BNPP-1 Site based on the relevant performed Services.

|  |  |
| --- | --- |
| Authorized representative of the Principal  | Authorized representative of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

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| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 10– Requirements to Qualification of the Contractor’s Specialists

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| --- | --- | --- |
| Position | Requirementstoqualification | Documents confirming the personnel qualification |
| Head /Director of Representative Office | Higher vocational education and work experience at least 3 years at NPP managerial positions | -copy of Diploma;-statement from employment record. |
| Chief Technologist | Higher vocational (technical) education and work experience at least 5 years at positions of specialists and managerial positions at nuclear power plant | -copy of Diploma;-statement from employment record. |
| Head of department | Higher vocational education and work experience at least 3 years at NPP managerial positions at maintenance and repair department subdivision  | -copy of Diploma;-statement from employment record. |
| Head of section  | Higher vocational (technical) education and work experience at least 3 years at positions of specialists and managerial positions by professional activity trend. | -copy of Diploma;-statement from employment record. |
| Lead expert | Higher vocational (technical) education and work experience at least 3 years at specialist positions by professional activity trend | -copy of Diploma;-statement from employment record. |
| Lead specialist | Higher vocational (technical) education and work experience at least 2 years at specialist positions by professional activity trend | -copy of Diploma;-statement from employment record. |
| Lead engineer  | Higher vocational (technical) education and work experience at least 2 years in certain field by professional activity trend. | -copy of Diploma;-statement from employment record. |
| Engineer, specialist | Higher vocational (technical) education and work experience at least 2 years by professional activity trend. | -copy of Diploma;-statement from employment record. |
| Senior foreman,foreman | Higher vocational (technical) education and work experience at least 2 years by professional activity trend or vocational (technical) education and work experience at least 3 years by professional activity trend. | -copy of Diploma;-statement from employment record. |

Note: The Contractor’s specialists are hired after the Principal’s consideration and approval of the documents confirming qualification.

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 11 -Schedule on Handover of worksperformed

Appendix 11.1 -Schedule on Handover of works on trend

Technical support of operation

The present Procedure has been developed for timely works handover by the Parties and for signing the documents envisaged by this Appendix.

1. Upon expiration of each reporting month, the Contractor shall draw up the Timesheet for the Contractor’s specialists within the reporting month (time-sheet form is provided in Appendix No.7.1 – for the Contractor’s permanent specialists at BNPP Site /in Tehran and in Appendix 7.2 – for another cases of the Contractor’s specialists detaching) together with Certificate of Handover and Acceptance of works (Appendix 15.1) and officially submit it to the Principal at BNPP Site for assessment and approval no later than on the fifth day of the month following the reporting one.

2. The representatives of the Principal at BNPP Site shall review and approve the Timesheet for the Contractor's specialists at BNPP within the reporting month together with Certificate of Handover and Acceptance of works not later than three working days from the date of its receipt.

3. Not later than in two days from the date of the Timesheet for the Contractor’s specialist at BNPP approval by the Principal together with the Certificate of Handover and Acceptance of works, the Contractor shall submit to the Principal the report on rendered services (performed works) for the reporting month as per the form envisaged by Appendix No. 8 to the Contract.

4. The Principal has the right to submit to the Contractor comments to the report once within four working days. The Contractor shall eliminate the comments within four calendar days or provide clarifications and submit the final version of the report to the Principal.

5. After the final report version is submitted to the Principal, the latter shall not demand from the Contractor to introduce additional modifications to the report.

6. Not later than in fifteenthree calendar days from the date of the Principal approving the Timesheet for the Contractor’s specialist at BNPP within the reporting month together with the Certificate of Handover and Acceptance of works, the Contractor shall submit a copy of the approved Time Sheet, together withCertificate of Performed Services Acceptance, Certificate of Acceptance performed Services (Appendix No. 15) and relevant invoice of the performed services to the Principal in Tehran (NPPD Co.). At the same time, the Contractor shall forward the original copy of the previously submitted Time Sheet to the Principal as soon as possible.together with the Certificate of Handover and Acceptance of works. The ground for the Certificate of Performed Services Acceptance submission shall be the Timesheet for the Contractor’s specialists at BNPP with the Certificate of Handover and Acceptance of works approved by the Principal's representative at BNPP-1.

7. The Principal shall review and sign the Certificate of Performed Services Acceptance within seven working days from the date of its official receipt.

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 11.2- Schedule on Handover of works on trend

Support of repairs and maintenance

The present Procedure has been developed for timely works handover by the Parties and for signing the documents envisaged by this Appendix.

1. Upon expiration of each reporting month, the Contractor shall draw up the Timesheet for the Contractor’s specialists within the reporting month (time-sheet form is provided in Appendix No.7.1 – for the Contractor’s permanent specialists at BNPP Site /in Tehran and in Appendix 7.2 – for another cases of the Contractor’s specialists detaching) and officially submit it to the Principal at BNPP Site for assessment and approval no later than on the fifth day of the month following the reporting one.

2. The representatives of the Principal at BNPP Site shall review and approve the Timesheet for the Contractor's specialists at BNPP (Timesheet for the Contractor’s specialists staying in IRI) within the reporting month not later than three working days from the date of its receipt.

3. Not later than in two days from the date of the Timesheet for the Contractor’s specialist at BNPP approval by the Principal, the Contractor shall submit to the Principal the report on rendered services (performed works) for the reporting month as per the form envisaged by Appendix No. 8 to the Contract.

4. The Principal has the right to submit to the Contractor comments to the report once within four working days. The Contractor shall eliminate the comments within four calendar days or provide clarifications and submit the final version of the report to the Principal.

5. After the final report version is submitted to the Principal, the latter shall not demand from the Contractor to introduce additional modifications to the report.

6. Not later than in fifteen calendar days from the date of the Principal approving the Timesheet for the Contractor’s specialist at BNPP within the reporting month, the Contractor shall submit a copy of the approved Time Sheet, Certificate of Performed Services Acceptance, (Appendix No. 15) together with relevant invoice of the performed services to the Principal in Tehran (NPPD Co.). The ground for the Certificate of Performed Services Acceptance submission shall be the Timesheet for the Contractor’s specialists at BNPP approved by the Principal's representative at BNPP-1.

7. The Principal shall review and sign the Certificate of Performed Services Acceptance within seven working days from the date of its official receipt.

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 11.3 - Schedule on Handover of works on trend

Technical support at upgrading

The present Procedure has been developed for timely works handover by the Parties and for signing the documents envisaged by this Appendix.

1. Upon expiration of each reporting month, the Contractor shall draw up reporting documentation envisaged by the approved Work-Order or the Timesheet for the Contractor’s specialists rendering services by this trend at BNPP within the reporting month (time-sheet form is provided in Appendix No. 7.2) and officially submit the reporting documents/Timesheetto the Principal at BNPP Site for assessment and approval no later than on the fifth day of the month following the reporting one.

2. The representatives of the Principal at BNPP Site shall review and approve the reporting documents/Timesheet for the Contractor's specialists at BNPP within the reporting month not later than three working days from the date of its receipt.

3. Not later than in five days from the date of the reporting documents/Timesheet approval by the Principal, the Contractor shall submit to the Principal the report on rendered services (performed works) for the reporting month as per the form envisaged by Appendix No. 8 to the Contract or envisaged in the approved Technical Assignment.

4. The Principal has the right to submit to the Contractor comments to the report once within four working days. The Contractor shall eliminate the comments within four calendar days or provide clarifications and submit the final version of the report to the Principal.

5. After the final report version is submitted to the Principal, the latter shall not demand from the Contractor to introduce additional modifications to the report.

6. Not later than in fifteen calendar days from the date of the Principal approving the reporting documents/Timesheet within the reporting month, the Contractor shall submit a copy of the approved the reporting documents/Time Sheet, Certificate of Performed Services Acceptance, (Appendix No. 15) together with relevant invoice of the performed services to the Principal in Tehran (NPPD Co.). The ground for the Certificate of Performed Services Acceptance submission shall be the reporting documents/Timesheet approved by the Principal's representative at BNPP-1.

7. The Principal shall review and sign the Certificate of Performed Services Acceptance within seven working days from the date of its official receipt.

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 11.4 -Schedule on Handover of works on trend

Assistance in establishing and development of TAVANA Co.

The present Procedure has been developed for timely works handover by the Parties and for signing the documents envisaged by this Appendix.

1. Upon expiration of each reporting month, the Contractor shall draw up the Timesheet for the Contractor’s specialists within the reporting month (time-sheet form is provided in Appendix No. 7.1) and officially submit it to the Principal at BNPP Site for assessment and approval no later than on the fifth day of the month following the reporting one.

2. The representatives of the Principal shall review and approve the Timesheet for the Contractor's specialists within the reporting month not later than three working days from the date of its receipt.

3. Not later than in two days from the date of the Timesheet for the Contractor’s specialist at BNPP approval by the Principal, the Contractor shall submit to the Principal the report on rendered services (performed works) for the reporting month as per the form envisaged by Appendix No. 8 to the Contract.

4. The Principal has the right to submit to the Contractor comments to the report once within four working days. The Contractor shall eliminate the comments within four calendar days or provide clarifications and submit the final version of the report to the Principal.

5. After the final report version is submitted to the Principal, the latter shall not demand from the Contractor to introduce additional modifications to the report.

6. Not later than in fifteen calendar days from the date of the Principal approving the Timesheet for the Contractor’s specialists within the reporting month, the Contractor shall submit a copy of the approved Time Sheet, Certificate of Performed Services Acceptance, (Appendix No. 15) together with relevant invoice of the performed services to the Principal in Tehran (NPPD Co.). The ground for the Certificate of Performed Services Acceptance submission shall be the Timesheet for the Contractor’s specialists approved by the Principal's representative.

7. The Principal shall review and sign the Certificate of Performed Services Acceptance within seven working days from the date of its official receipt.

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 11.5 -Schedule on Handover of works on trend

Technical support and consulting at new NPP Units with WWER 1000(1200) designing, construction and operation.

The present Procedure has been developed for timely works handover by the Parties and for signing the documents envisaged by this Appendix.

1. Upon expiration of each reporting month, the Contractor shall draw up the Timesheet for the Contractor’s specialists sent to render services by this trend within the reporting month (time-sheet form is provided in Appendix No. 7.2) and officially submit it to the Principal at BNPP Site for assessment and approval no later than on the fifth day of the month following the reporting one.

2. The representatives of the Principal shall review and approve the Timesheet for the Contractor's specialists within the reporting month not later than three working days from the date of its receipt.

3. Not later than in two days from the date of the Timesheet for the Contractor’s specialist at BNPP approval by the Principal, the Contractor shall submit to the Principal the report on rendered services (performed works) for the reporting month as per the form envisaged by Appendix No. 8 to the Contract.

4. The Principal has the right to submit to the Contractor comments to the report once within four working days. The Contractor shall eliminate the comments within four calendar days or provide clarifications and submit the final version of the report to the Principal.

5. After the final report version is submitted to the Principal, the latter shall not demand from the Contractor to introduce additional modifications to the report.

6. Not later than in fifteen calendar days from the date of the Principal approving the Timesheet for the Contractor’s specialist within the reporting month, the Contractor shall submit a copy of the approved Time Sheet, Certificate of Performed Services Acceptance, (Appendix No. 15) together with relevant invoice of the performed services to the Principal in Tehran (NPPD Co.). The ground for the Certificate of Performed Services Acceptance submission shall be the Timesheet for the Contractor’s specialists at BNPP approved by the Principal's representative.

7. The Principal shall review and sign the Certificate of Performed Services Acceptance within seven working days from the date of its official receipt.

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 12- Working Regulation for the Contractor’s Specialists at BNPP/Tehran

The specialists of the Contractor shall work according to the work time schedule of the Principal’s specialists, which includes the work days, holidays and mournful days. The days off, according to the work time schedule of the Principal specialist, shall be: days off, holidays and mournful days.

Duration of a work week of the Contractor’s specialist is 44 hours.

The below is the schedule of the work week:

* Work week – 5-days;
* Work days – Saturday, Sunday, Monday, Tuesday, Wednesday;
* Duration of a work day:
* - 9 hours on Saturday, Sunday, Monday, Tuesday;
* - 8 hours on Wednesday;

Days off – Thursday, Friday.

Below is the schedule of a work day:

* Duration of a work day ‑ 9 hours (lunch included);
* Beginning of a work day – 7:30;
* Break for lunch – 1 hour;
* End of a work day – 16:30;
* End of a work day on Wednesday – 15:30.

Time of the work day beginning and time of the lunch break can be changed upon the preliminary notification of the Principal, providing that the total duration of the work day time – 9 hours – is retained.

Duration of a scheduled annual vacation is 30 work days.

Within the first month since the date of Contract putting into force, the Contractor shall submit the annual schedule of the Contractor’s specialist vacations to the Principal indicating the duration of the vacations in terms of calendar days. In case of necessity, the Principal has the right to transfer the scheduled vacation of the Contractors specialist to another time in accordance with IRI legislation.

Notes:

1. The Time Sheet shall be kept according to IRI legislation, however all the days including leaves and the days of absenting due to sickness or illness of the Contractor’s specialist, labor being payable to the specialist as per IRI Law shall be paid to the Contractor.

2. When IRI labor legislation change, these changes will also be spread to the specialist of the Contractor.

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 13-Working and Living Conditions of the Contractor's Specialist

|  |  |  |
| --- | --- | --- |
| Services | Principal’sobligations | Remarks |
| 1. Purchasing air tickets and transfer from EmamKhomeni Airport to Morvarid residential camp. | Meeting and transfer from EmamKhomeni Airport to Mehr Abad Airport or to a residence place in Tehran | \* The specialist and their family members shall be transported from Emam Khomeini Airport to Mehrabad Airport or to a residence place in Tehran, and from Bushehr airport to BNPP camp and vice versa by bus.\* In case of limited number of persons, they will be transported by sedan cars (Samand, Peugeot or van).\* Trips shall be arranged with the view of minimum stay of specialist in Tehran.\* The ticket for the family members of specialist in the said direction shall be supplied by the Principal, but the expenses shall be borne by the user.  |
| Purchasing Bushehr-Tehran round trip air ticket for Contractor’s specialist approved by the Principal  |
| Meeting and transfer from Bushehr Airport to Morvarid Camp |
| Accommodation in Tehran in case of services rendering in Tehran, flight delay or unforeseen circumstances  |
| 2. Provisionwithhousing. | The Principal is obliged to provide family houses and single units (subject to agreement between the Contractor and the Principal single unit may be a one room house or a room in a house).In Tehran, the Principal is obliged to provide an apartment or a single room in a four-star hotel, or to pay the Contractor’s rental expenses borne at RF trade representation area in the amount of a single room price in a four-star hotel. | Houses shall be prepared according to the Table No.1. |
| Single specialist are settled in houses in groups (each room is intended for one person). The management of specialist settlement in houses shall be executed by the Contractor's suggestion and the Principal's approval. |
| 3. Provision with utility services inside the houses. | The Principal shall purchase the equipment for the houses in accordance with IRI laws and regulations. | The equipment needed for each type of house is specified in the Table No.2. |
| 4. Water, power, gas cylinder, internet line, telephone line and cable television | The Principal shall provide the houses with water, power, gas, telephone and internet. The Principal shall maintain and update the existing TV installations in the Russian camp.  | The telephone call and internet use charges shall be paid by the users (residents). |
| 5. Medicalservices | The Principal makes necessary coordination with Shahed Polyclinic at Morvarid camp to provide the specialist and their family members with medical services. | The charges of supplying with medicines and relevant paramedical tests shall be borne by the user. |
| To provide better services, a Persian Russian interpreter shall be present in the Polyclinic. |
| The Principal makes the required coordination with medical centers in Bushehr and Tehran (dentistry, radiology, laboratory, etc.).  |
| 6. Transition from camp to Site and vice versa, and from the residence place in Tehran and back  | The transfer of the Contractor's specialist to the Site and vice versa and from the residence place in Tehran and back shall be conducted by the Principal, by the vehicles considered in this regard. | Additionally based on the Contractor’s offer and Principal’s approval sedan cars («Peugeot») shall be placed at the Contractor’s permanent representative disposal at the Principal’s expense. |

The Principal shall bear the responsibility for performing in time and with the proper quality of the services the functions envisaged by the present Appendix and related to the fulfillment of the liabilities for meeting, transferring, accommodating and housing of the Contractor’s specialist within the scope agreed upon by the Parties.

Table №1-Under its obligations the Principal shall prepare to the Contractor houses equipped with the following items:

|  |  |
| --- | --- |
| 1 | Waterheaterandfittings |
| 2 | BathroomShower |
| 3 | Bathroommixertaps |
| 4 | Mirrorandbulblight |
| 5 | Washbasinandrelevantfittings |
| 6 | Dishwashingcabinet |
| 7 | Dishwashingcabinetfittings |
| 8 | Doorlockandhinge |
| 9 | Cupboardandtable |
| 10 | Kitchenextractor |
| 11 | Switchandsocket |
| 12 | Door, shelf, chest of drawers |
| 13 | Venetianblindandglasses |
| 14 | Windowandrelevanthandle |
| 15 | Room door, lock and handle |
| 16 | Lightbulb |
| 17 | Fluorescent lamp installed on house |
| 18 | Toiletextractor |
| 19 | Toilet washbasin and relevant fittings |
| 20 | Toilet mirror, soap bowl, toilet brush, dust bin |
| 21 | Waterclosetandfittings |
| 22 | Bathroomwallscondition |
| 23 | Toiletwallscondition |
| 24 | Complete painting of the house  |
| 25 | Place for dishes washing and relevant taps |
| 26 | Big bathtub with relevant taps |
| 27 | Bathroomandtoiletceramics |

Table №2

List of household articles required for houses maintenance regardless???depending of their type

|  |  |  |
| --- | --- | --- |
| Houses for families or group of specialists |  | Singlehouses |
| Householdutensils | Specification |  | Household | Specification |
| Airconditioner | Air conditioners available at houses shall be used after maintenance, and in case of defect, they shall be replaced by the Principal. Split-systems shall be installed for chief managers of operation specialist upon the Contractor’s proposal and the Principal’s agreement.  |  | Airconditioner | Air conditioners available at houses shall be used after maintenance, and in case of defect, they shall be replaced by the Principal. Split-systems shall be installed for chief managers of operation specialist upon the Contractor’s proposal and the Principal’s agreement.  |
|  |
| Refrigerator | Iraniantype 10' |  | Refrigerator | Iraniantype 10' |
|  |
| TV Set, TV table |  |  | TV Set, TV table |  |
|  |
| Bed, bed spread and pillowBed linen, towels, blanket | Metal one, in the number of persons |  | Bed, bed spread and pillowBed linen, towels, blanket |  |
|  |
| Microwaveoven | Iraniantype |  | Ironandironingboard |  |
|  |
| Electricoven |  |  | Electricoven | Twoburners, table-top |
|  |
| Ironandironingboard |  |  | Washingmachine | Twistingtype |
|  |
| Washingmachine | 5-kilo-automatic, one |  | Desk, chair |  |
|  |
| Gasoven | Threeburners, table-top |  | Desklamp |  |
|  |
| Diningtable, chairs | Four-person, one table, one chair per one person |  | Set of kitchen utensilsElectric kettle |  |
|  |
| Computerdesk |  |  | Moquettecarpet |  |
|  |
| Wardrobe;Desklamp | Oneper a person |  | Mirror |  |
|  |
| Set of kitchen utensilsElectric kettle |  |  | Telephoneset |  |
|  |
| Full-lengthmirror – hangers |  |  | Electricvacuumcleaner |  |
|  |
| MoquettecarpetBuckets, basins |  |  | Wardrobe; | Oneper a person |
|  |
| Telephoneset |  |  | Buckets, basins |  |
|  |
| Electricvacuumcleaner |  |  |  |  |
|  |
| Sofaandtwoarmchairs |  |  |  |  |

APPENDIX 14-Criteria for the Contractor’s specialist work evaluation

List of production omissions as well as violations when the bonus will not be charged to the wage of the specialist of the Contractor or will be charged in a less amount.

|  |  |  |  |
| --- | --- | --- | --- |
| № | Violation | Qualitycoefficientdecrease% | Note |
|  | Unauthorized absence from the workplace for more than 4 hours within the working day without a reasonable excuse  | 100 |  |
|  | Latecomingtowork | Maximum 50 | Depending on the violation seriousness |
|  | Violations of labor protection regulations  | Maximum 10 | Depending on the violation seriousness |
|  | Violations of fire safety requirements  | Maximum 10 | Depending on the violation seriousness |
|  | Violations of nuclear power engineering rules and regulations  | Maximum 10 | Depending on the violation seriousness |
|  | Violations of production and technical documentation requirements  | 10 | Depending on the violation seriousness |
|  | Violations of “Technological specification of safe operation” and operating instructions requirements resulting in violation or failure against the criteria of the procedure in force | Maximum 100 | Depending on the violation seriousness |
|  | Violations of “Technological specification of safe operation” and operating instructions requirements not resulting in violation or failure against the criteria of the procedure in force | Maximum 50 | Depending on the violation seriousness |
|  | Low quality of the executed work revealed during equipment trial run or inspections performed by the supervisory bodies | Maximum 20 | Depending on the violation seriousness |
|  | Frustrations of the deadlines specified in the work performance schedules, protocols and measures  | Maximum 10 | Depending on the violation seriousness |
|  | Violation of rules of behavior and residence by the Contractor specialist in IRI  | Maximum 15 | Depending on the violation seriousness |

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ . |

APPENDIX 15- Certificate of Performed Services Acceptance

Certificate of Performed Services Acceptance

CERTIFICATE No.\_\_\_

We, the undersigned, the Principal in the person of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting based on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one part, and the Contractor, in the person of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting based on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on the other part, confirm the obligations regarding Services rendering by the Contractors in \_\_\_\_\_\_\_, (month) 20\_ \_for rendering Engineering Services and Technical Support of the BNPP-1 operation.

Signing of this Certificate should be the basis to draw up an invoice by REA for a payment as per Letter of Credit No. \_\_\_\_\_\_\_\_\_\_\_\_\_, which sum is due for performed Services as per the Contract.

Basic price of performed Services: EURO……………… (………………………………..Euro)

Net amount: EURO……………………………. (……………………………….…....……Euro)

Fulfillment of the Contractor’s obligations under the Contract for the period from \_\_\_\_\_\_\_\_ 20\_\_ . to \_\_\_\_\_\_\_\_20\_\_ . for stage \_\_\_\_\_\_\_ of Work-Order No. \_\_\_ is has been confirmed by the representative of the Principal at the BNPP/Tehran based on the related performed Services.

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 16 – Sequence of determining the damage and loss inflicted to the Principal’s personnel, property, equipment and to BNPP-1 as the result of the Performer’s personnel intentional acts or negligence

Objective:

To determine the damage and loss inflicted to the Principal’s personnel, property, equipment and to BNPP-1 as the result of intentional acts or negligence at performance of tasks and works, which shall be entrusted to the Performer’s personnel in compliance with the subject of this Contract and the Contractor’s obligations.

Scope of statement:

All events, accidents and/or defects of the equipment shall be studied, if the direct or the main cause for such accident, deviation and defect of the equipment is an intentional act or negligence of the Performer’s personnel.

The Principal shall monitor for fulfillment of this procedure requirements.

Definitions:

The following definitions are used in the text of this procedure:

Principal: Nuclear power production and development Company of Iran (NPPD)

Performer: Joint Stock Company JSC «Concern Rosenergoatom» /Joint Stock Company «Atomtechexport» (JSC «ATEX»)

The Performer’s personnel:

The personnel assigned by the Performer to perform works under the Contract.

Committee: here, a Committee is assumed (consisting of two persons from the Principal and two persons from the Performer), the chairman of which shall be the Principal’s representative, the co-chairman shall be the representative of the Performer party, which studies the damage and loss inflicted to BNPP-1 personnel, property, equipment as the result of the Performer’s personnel intentional acts or negligence.

Organization:

In case of an accident, it shall be investigated by the Principal in compliance with the existing procedures. If the direct or input cause for the accident is an intentional act or negligence of the Performer’s personnel, degree of the damage inflicted to the personnel, property, equipment located at BNPP shall be determined by the Principal and submitted (through the official letter) to the authorized representatives of the Performer.

The Performer shall study this issue within 16 (sixteen) working days after the notification submission by the Principal to the Performer’s representatives, and inform the Principal’s representative officially on its consent or disagreement. If the official notification has not been received from the Performer within the abovementioned time period, it should be considered, that the issue is accepted by the Performer.

The Performer shall officially inform the Principal on the Committee members from its party maximum within 3 work days after its official notification on refusal to compensate the damage.

The Principal shall issue an order within maximum 3 (three) work days after receiving official notification on the Committee members from the Performer’s Party and determine the place for the Committee meeting, and inform on the Committee members from its party as well at least 7 (seven) days before the Committee meeting beginning.

The Committee shall take final decision within 15 (fifteen) work days, however, if it is required to prolong the abovementioned period due to necessity of required specialists presence or due to any other valid reasons, the Committee chairman shall submit to the Principal and official request for the mentioned period prolongation maximum up to 30 (thirty) days.

The Committee shall officially inform the Principal and the Performer on the meeting results within 7 work days from the date of the decision taking.

If the Committee members failed to reach a mutual decision within the abovementioned time period as per item 5, the Principal have the right to deduct the amount equal to the damage amount but not exceeding the amount required to cover possible damage as specified in the present Contract till this issue settlement.

Responsibility:

The Committee chairman is responsible for:

submission of request for the Committee meeting period prolongation as per item 5 of this Sequence;

arrangement of the Committee meeting;

arrangement of an interview with the operational personnel and damage investigation, if required;

drawing up of an additional report and required documents to be approved by all Committee members;

announcement of the official results to the Principal and the Performer within the period not exceeding 7 work days starting form the date of the decision taking.

If any of the Committee members disagrees with the reports, study or content of the Minutes of Meeting, he shall sign the mentioned document with the comments. The comments of the Committee members shall be recorded in the Committee’s documents and materials.

Report Form

The Committee report shall include at least mentioned below:

* Title sheet;
* Report No.;
* Date of issue;
* Time of an accident;
* Date of an accident;
* Place of an accident;
* Accident description;
* Name of a person received the report;
* Text of report;
* Corrective actions, such as estimation of quantity of equipment subject to repair or replacement;
* Financial estimation of direct damages and losses;
* Studied documents and documentation;
* Conclusions by results of interview with the employees / personnel;
* Study of documents and interviews review results;
* Direct or main causes based on the study results;
* Committee proposals based on the study results;
* Appendices;
* Name, surname, signature and position of the Committee members.

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 17 – Reimbursement rates for the Contractor’s specialists

**Appendix 17.1 – Reimbursement rates for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

**Appendix 17.1.1 – Reimbursement rates for grade 4"B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 14 901 |
| 2. | Contributions to pension, social and medical insurance funds  | 1 730 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 30 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 564 |
|   | Self-cost calculated per one person  | 24 640 |
| 6. | Profit (at efficiency level 10%) | 2 464 |
|   | Total reimbursement rate per 1 employee  | 27 104 |
| 7. | VAT (18%) | 4 879 |
|   | Total reimbursement rate per 1 employee with VAT | 31 983 |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% | 995 |
| 9. | Bank charge 0,6% | 199 |
|   | Total deductions | 1 194 |
|   | Reimbursement rate for the year 2014. | 33 177 |
|   | Reimbursement rate for the year 2015. (5,1%) | 34 869 |
|   | Reimbursement rate for the year 2016. (4,7%) | 36 508 |
|   | Reimbursement rate for the year 2017. (4,4%) | 38 114 |
|   | Reimbursement rate for the year 2018. (4,1%) | 39 677 |

**Appendix 17.1.2 – Reimbursement rates for grade 5"B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 10 986 |
| 2. | Contributions to pension, social and medical insurance funds  | 1 338 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 22 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 517 |
|   | Self-cost calculated per one person  | 20 278 |
| 6. | Profit (at efficiency level 10%) | 2 028 |
|   | Total reimbursement rate per 1 employee  | 22 306 |
| 7. | VAT (18%) | 4 015 |
|   | Total reimbursement rate per 1 employee with VAT | 26 321 |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% | 819 |
| 9. | Bank charge 0,6% | 164 |
|   | Total deductions | 983 |
|   | Reimbursement rate for the year 2014. | 27 304 |
|   | Reimbursement rate for the year 2015. (5,1%) | 28 697 |
|   | Reimbursement rate for the year 2016. (4,7%) | 30 046 |
|   | Reimbursement rate for the year 2017. (4,4%) | 31 368 |
|   | Reimbursement rate for the year 2018. (4,1%) | 32 654 |

**Appendix 17.1.3 – Reimbursement rates for grade 6 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 7 370 |
| 2. | Contributions to pension, social and medical insurance funds  | 977 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 15 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Business trip expenses | 474 |
|   | Self-cost calculated per one person  | 16 251 |
| 6. | Profit (at efficiency level 10%) | 1 625 |
|   | Total reimbursement rate per 1 employee  | 17 876 |
| 7. | VAT (18%) | 3 218 |
|   | Total reimbursement rate per 1 employee with VAT | 21 094 |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% | 656 |
| 9. | Bank charge 0,6% | 131 |
|   | Total deductions | 787 |
|   | Reimbursement rate for the year 2014. | 21 881 |
|   | Reimbursement rate for the year 2015. (5,1%) | 22 997 |
|   | Reimbursement rate for the year 2016. (4,7%) | 24 078 |
|   | Reimbursement rate for the year 2017. (4,4%) | 25 137 |
|   | Reimbursement rate for the year 2018. (4,1%) | 26 168 |

**Appendix 17.1.4 – Reimbursement rates for grade 7 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 5 746 |
| 2. | Contributions to pension, social and medical insurance funds  | 814 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 11 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 455 |
|   | Self-cost calculated per one person  | 14 441 |
| 6. | Profit (at efficiency level 10%) | 1 444 |
|   | Total reimbursement rate per 1 employee  | 15 885 |
| 7. | VAT (18%) | 2 859 |
|   | Total reimbursement rate per 1 employee with VAT | 18 744 |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% | 583 |
| 9. | Bank charge 0,6% | 117 |
|   | Total deductions | 700 |
|   | Reimbursement rate for the year 2014. | 19 444 |
|   | Reimbursement rate for the year 2015. (5,1%) | 20 436 |
|   | Reimbursement rate for the year 2016. (4,7%) | 21 396 |
|   | Reimbursement rate for the year 2017. (4,4%) | 22 337 |
|   | Reimbursement rate for the year 2018. (4,1%) | 23 253 |

**Appendix 17.1.5 – Reimbursement rates for grade 8 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 4 065 |
| 2. | Contributions to pension, social and medical insurance funds  | 646 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 8 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 434 |
|   | Self-cost calculated per one person  | 12 568 |
| 6. | Profit (at efficiency level 10%) | 1 257 |
|   | Total reimbursement rate per 1 employee  | 13 825 |
| 7. | VAT (18%) | 2 489 |
|   | Total reimbursement rate per 1 employee with VAT | 16 314 |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% | 508 |
| 9. | Bank charge 0,6% | 102 |
|   | Total deductions | 610 |
|   | Reimbursement rate for the year 2014. | 16 924 |
|   | Reimbursement rate for the year 2015. (5,1%) | 17 787 |
|   | Reimbursement rate for the year 2016. (4,7%) | 18 623 |
|   | Reimbursement rate for the year 2017. (4,4%) | 19 442 |
|   | Reimbursement rate for the year 2018. (4,1%) | 20 239 |

**Appendix 17.1.6 – Reimbursement rates for grade 9 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 2 706 |
| 2. | Contributions to pension, social and medical insurance funds  | 510 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 5 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 418 |
|   | Self-cost calculated per one person  | 11 054 |
| 6. | Profit (at efficiency level 10%) | 1 105 |
|   | Total reimbursement rate per 1 employee  | 12 159 |
| 7. | VAT (18%) | 2 189 |
|   | Total reimbursement rate per 1 employee with VAT | 14 348 |
|   | Additional deductions under the Contract  |   |
| 8. | Taxes in IRI 3% | 447 |
| 9. | Bank charge 0,6% | 89 |
|   | Total deductions | 536 |
|   | Reimbursement rate for the year 2014. | 14 884 |
|   | Reimbursement rate for the year 2015. (5,1%) | 15 643 |
|   | Reimbursement rate for the year 2016. (4,7%) | 16 378 |
|   | Reimbursement rate for the year 2017. (4,4%) | 17 099 |
|   | Reimbursement rate for the year 2018. (4,1%) | 17 800 |

**Appendix 17.1.7 – Reimbursement rates for grade 10 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 2 211 |
| 2. | Contributions to pension, social and medical insurance funds  | 461 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 4 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 412 |
|   | Self-cost calculated per one person  | 10 503 |
| 6. | Profit (at efficiency level 10%) | 1 050 |
|   | Total reimbursement rate per 1 employee  | 11 553 |
| 7. | VAT (18%) | 2 080 |
|   | Total reimbursement rate per 1 employee with VAT | 13 633 |
|   | Additional deductions under the Contract  |   |
| 8. | Taxes in IRI 3% | 424 |
| 9. | Bank charge 0,6% | 85 |
|   | Total deductions | 509 |
|   | Reimbursement rate for the year 2014. | 14 142 |
|   | Reimbursement rate for the year 2015. (5,1%) | 14 863 |
|   | Reimbursement rate for the year 2016. (4,7%) | 15 562 |
|   | Reimbursement rate for the year 2017. (4,4%) | 16 247 |
|   | Reimbursement rate for the year 2018. (4,1%) | 16 913 |

**Appendix 17.1.8 – Reimbursement rates for grade 11 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 1 439 |
| 2. | Contributions to pension, social and medical insurance funds  | 383 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 3 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 403 |
|   | Self-cost calculated per one person  | 9 643 |
| 6. | Profit (at efficiency level 10%) | 964 |
|   | Total reimbursement rate per 1 employee  | 10 607 |
| 7. | VAT (18%) | 1 909 |
|   | Total reimbursement rate per 1 employee with VAT | 12 516 |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% | 389 |
| 9. | Bank charge 0,6% | 78 |
|   | Total deductions | 467 |
|   | Reimbursement rate for the year 2014. | 12 983 |
|   | Reimbursement rate for the year 2015. (5,1%) | 13 645 |
|   | Reimbursement rate for the year 2016. (4,7%) | 14 286 |
|   | Reimbursement rate for the year 2017. (4,4%) | 14 915 |
|   | Reimbursement rate for the year 2018. (4,1%) | 15 527 |

**Appendix 17.2 – Reimbursement rates for the Contractor’s specialists detached to BNPP Site for the short time**

**Appendix 17.2.1 – Reimbursement rates for grade 4"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 14 901 |
| 2. | Contributions to pension, social and medical insurance funds  | 1 730 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 30 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 1 822 |
|   | Self-cost calculated per one person  | 25 898 |
| 6. | Profit (at efficiency level 10%) | 2 590 |
|   | Total reimbursement rate per 1 employee  | 28 488 |
| 7. | VAT (18%) | 5 128 |
|   | Total reimbursement rate per 1 employee with VAT | 33 616 |
|   | Additional deductions under the Contract  |   |
| 7. | Taxes in IRI 3% | 1 046 |
| 8. | Bank charge 0,6% | 209 |
|   | Total deductions | 1 255 |
|   | Reimbursement rate for the year 2014. | 34 871 |
|   | Reimbursement rate for the year 2015. (5,1%) | 36 649 |
|   | Reimbursement rate for the year 2016. (4,7%) | 38 372 |
|   | Reimbursement rate for the year 2017. (4,4%) | 40 060 |
|   | Reimbursement rate for the year 2018. (4,1%) | 41 702 |

**Appendix 17.2.2 – Reimbursement rates for grade 5** **"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 10 986 |
| 2. | Contributions to pension, social and medical insurance funds  | 1 338 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 22 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 1 775 |
|   | Self-cost calculated per one person  | 21 536 |
| 6. | Profit (at efficiency level 10%) | 2 154 |
|   | Total reimbursement rate per 1 employee  | 23 690 |
| 7. | VAT (18%) | 4 264 |
|   | Total reimbursement rate per 1 employee with VAT | 27 954 |
|   | Additional deductions under the Contract  |   |
| 7. | Taxes in IRI 3% | 870 |
| 8. | Bank charge 0,6% | 174 |
|   | Total deductions | 1 044 |
|   | Reimbursement rate for the year 2014. | 28 998 |
|   | Reimbursement rate for the year 2015. (5,1%) | 30 477 |
|   | Reimbursement rate for the year 2016. (4,7%) | 31 909 |
|   | Reimbursement rate for the year 2017. (4,4%) | 33 313 |
|   | Reimbursement rate for the year 2018. (4,1%) | 34 679 |

**Appendix 17.2.3 – Reimbursement rates for grade** 6 **"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 7 370 |
| 2. | Contributions to pension, social and medical insurance funds  | 977 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 15 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 1 732 |
|   | Self-cost calculated per one person  | 17 509 |
| 6. | Profit (at efficiency level 10%) | 1 751 |
|   | Total reimbursement rate per 1 employee  | 19 260 |
| 7. | VAT (18%) | 3 467 |
|   | Total reimbursement rate per 1 employee with VAT | 22 727 |
|   | Additional deductions under the Contract  |   |
| 7. | Taxes in IRI 3% | 707 |
| 8. | Bank charge 0,6% | 141 |
|   | Total deductions | 848 |
|   | Reimbursement rate for the year 2014. | 23 575 |
|   | Reimbursement rate for the year 2015. (5,1%) | 24 777 |
|   | Reimbursement rate for the year 2016. (4,7%) | 25 942 |
|   | Reimbursement rate for the year 2017. (4,4%) | 27 083 |
|   | Reimbursement rate for the year 2018. (4,1%) | 28 193 |

**Appendix 17.2.4 – Reimbursement rates for grade 7 "B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 5 746 |
| 2. | Contributions to pension, social and medical insurance funds  | 814 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 11 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 1 712 |
|   | Self-cost calculated per one person  | 15 698 |
| 6. | Profit (at efficiency level 10%) | 1 570 |
|   | Total reimbursement rate per 1 employee  | 17 268 |
| 7. | VAT (18%) | 3 108 |
|   | Total reimbursement rate per 1 employee with VAT | 20 376 |
|   | Additional deductions under the Contract  |   |
| 7. | Taxes in IRI 3% | 634 |
| 8. | Bank charge 0,6% | 127 |
|   | Total deductions | 761 |
|   | Reimbursement rate for the year 2014. | 21 137 |
|   | Reimbursement rate for the year 2015. (5,1%) | 22 215 |
|   | Reimbursement rate for the year 2016. (4,7%) | 23 259 |
|   | Reimbursement rate for the year 2017. (4,4%) | 24 282 |
|   | Reimbursement rate for the year 2018. (4,1%) | 25 278 |

**Appendix 17.2.5 – Reimbursement rates for grade** 8 **"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 4 065 |
| 2. | Contributions to pension, social and medical insurance funds  | 646 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 8 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 1 692 |
|   | Self-cost calculated per one person  | 13 826 |
| 6. | Profit (at efficiency level 10%) | 1 383 |
|   | Total reimbursement rate per 1 employee  | 15 209 |
| 7. | VAT (18%) | 2 738 |
|   | Total reimbursement rate per 1 employee with VAT | 17 947 |
|   | Additional deductions under the Contract  |   |
| 7. | Taxes in IRI 3% | 559 |
| 8. | Bank charge 0,6% | 112 |
|   | Total deductions | 671 |
|   | Reimbursement rate for the year 2014. | 18 618 |
|   | Reimbursement rate for the year 2015. (5,1%) | 19 568 |
|   | Reimbursement rate for the year 2016. (4,7%) | 20 488 |
|   | Reimbursement rate for the year 2017. (4,4%) | 21 389 |
|   | Reimbursement rate for the year 2018. (4,1%) | 22 266 |

**Appendix 17.2.6 – Reimbursement rates for grade** 9 **"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 2 706 |
| 2. | Contributions to pension, social and medical insurance funds  | 510 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 5 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 1 676 |
|   | Self-cost calculated per one person  | 12 312 |
| 6. | Profit (at efficiency level 10%) | 1 231 |
|   | Total reimbursement rate per 1 employee  | 13 543 |
| 7. | VAT (18%) | 2 438 |
|   | Total reimbursement rate per 1 employee with VAT | 15 981 |
|   | Additional deductions under the Contract  |   |
| 7. | Taxes in IRI 3% | 497 |
| 8. | Bank charge 0,6% | 99 |
|   | Total deductions | 596 |
|   | Reimbursement rate for the year 2014. | 16 577 |
|   | Reimbursement rate for the year 2015. (5,1%) | 17 422 |
|   | Reimbursement rate for the year 2016. (4,7%) | 18 241 |
|   | Reimbursement rate for the year 2017. (4,4%) | 19 044 |
|   | Reimbursement rate for the year 2018. (4,1%) | 19 825 |

**Appendix 17.2.7 – Reimbursement rates for grade** 10 **"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 2 211 |
| 2. | Contributions to pension, social and medical insurance funds  | 461 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 4 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 1 670 |
|   | Self-cost calculated per one person  | 11 761 |
| 6. | Profit (at efficiency level 10%) | 1 176 |
|   | Total reimbursement rate per 1 employee  | 12 937 |
| 7. | VAT (18%) | 2 329 |
|   | Total reimbursement rate per 1 employee with VAT | 15 266 |
|   | Additional deductions under the Contract  |   |
| 7. | Taxes in IRI 3% | 475 |
| 8. | Bank charge 0,6% | 95 |
|   | Total deductions | 570 |
|   | Reimbursement rate for the year 2014. | 15 836 |
|   | Reimbursement rate for the year 2015. (5,1%) | 16 644 |
|   | Reimbursement rate for the year 2016. (4,7%) | 17 426 |
|   | Reimbursement rate for the year 2017. (4,4%) | 18 193 |
|   | Reimbursement rate for the year 2018. (4,1%) | 18 939 |

**Appendix 17.2.8 – Reimbursement rates for grade** 11 **"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  | 1 439 |
| 2. | Contributions to pension, social and medical insurance funds  | 383 |
| 3. | Other wage taxes to (injury 0,2% of i.1) | 3 |
| 4. | Indirect expenses  | 7 415 |
| 5. | Businesstripexpenses | 1 660 |
|   | Self-cost calculated per one person  | 10 900 |
| 6. | Profit (at efficiency level 10%) | 1 090 |
|   | Total reimbursement rate per 1 employee  | 11 990 |
| 7. | VAT (18%) | 2 158 |
|   | Total reimbursement rate per 1 employee with VAT | 14 148 |
|   | Additional deductions under the Contract  |   |
| 7. | Taxes in IRI 3% | 440 |
| 8. | Bank charge 0,6% | 88 |
|   | Total deductions | 528 |
|   | Reimbursement rate for the year 2014. | 14 676 |
|   | Reimbursement rate for the year 2015. (5,1%) | 15 424 |
|   | Reimbursement rate for the year 2016. (4,7%) | 16 149 |
|   | Reimbursement rate for the year 2017. (4,4%) | 16 860 |
|   | Reimbursement rate for the year 2018. (4,1%) | 17 551 |

|  |  |  |
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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 18- List of products envisaged by the norms of Protective and supplementary diet

LUNCH:

|  |  |
| --- | --- |
| Course: | Dessert |
| Chickenbarbecue | Salad, yogurt, fruit, dates |
| Kebab | Salad, Churned sour milk, lime, fruit, dates |
| Kebab | Salad, Churned sour milk, lime, fruit, dates |
| SpecialKebab | Salad, «Delster» drink, lime, fruit, dates |
| Cooked rice and fried hen | Yogurt, olive, salad, fruit, dates |
| Dill, riceandfish | Pickles, limes, fruit, dates |
| Meat and vegetable stew minced | Salad, yogurt, fruit, dates |
| Meatstewandpotato | Salad, yogurt, fruit, dates |
| Lentil, riceandmeat | Salad, yogurt, fruit, dates |
| Cabbage, riceandmeat | Salad, yogurt, fruit, dates |
| Spanishrice | Salad, yogurt, fruit, dates |
| Macaroni | Salad, yogurt, fruit, dates |

DINNER:

|  |  |
| --- | --- |
| Course: | Dessert |
| Cabbage, rice | Yogurt, olives |
| Spanishrice | Yogurt, soup |
| Macaroni | Yogurt |
| Minced meat stew and potato | Yogurt |
| Eggplantstew | Yogurt |
| Cutlet | Yogurt, ketchup |
| Barbecue of chicken with bone attached | Yogurt, soup |
| Barbecuehen | Yogurt |
| Kebab | Churnedsourmilk, limes |

BREAKFAST:

|  |
| --- |
| Course: |
| Butterandjam |
| Eggormilk |
| Cheese, tomato, cucumber |
| Butter, honey, cheese |
| Cheese&biscuit |
| Cheese |

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 19 Work-Order Form

|  |
| --- |
| WORK–ORDERNo.\_\_\_\_ from «\_\_\_»\_\_\_\_\_\_\_\_20\_\_.  |
| To Contract No. \_\_ from «\_\_» \_\_\_\_\_\_\_20\_\_ . |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (full title of the Contract) |

|  |  |
| --- | --- |
| 1. | The work-order is developed based on Application No. \_\_ from «\_\_\_\_» \_\_\_\_\_\_\_\_\_\_20\_\_ . |
| 2. | Description of the Services to be rendered:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3. | General conditions of Services rendering as per Contract No. \_\_\_\_\_from «\_\_»\_\_\_\_\_\_\_\_20\_\_ . |
| 4. | Additional conditions for services rendering are specified in the Technical Assignment (Attachment No. 1 to the Work-Order). |
| 5. | The calendar plan for the Services rendering is available in Attachment No. 2 to this Work-Order. |
| 6. | Cost of the Services is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 7. | Justification for the cost of the Services to be rendered is available in AttachmentNo.3 to this Work-Order  |
| 8. | TheScheduleofpayments (if required) fortheperformedservicesisavailableinAttachmentNo.4 to this Work-Order  |
| 9. | Otherconditions (ifany) arespecifiedinAttachmentNo.5 tothisWork-Order |

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |