

# **CONSORTIUM AGREEMENT**

**to the Contract**

**UPDATE OF PRE-DESIGN DOCUMENTATION FOR THE  
CONSTRUCTION OF A NEW NEAR-SURFACE DISPOSAL FACILITY  
FOR RADIOACTIVE WASTE**

**34/ZUOP/2024**

**October 2<sup>nd</sup> 2024**

**Consortium agreement for implementation of the Contract:**

**UPDATE OF PRE-DESIGN DOCUMENTATION FOR THE  
CONSTRUCTION OF A NEW NEAR-SURFACE DISPOSAL FACILITY  
FOR RADIOACTIVE WASTE**

**34/ZUOP/2024**

Between

VUJE, a.s.

Okružná 5,

918 64 Trnava,

Slovak Republic,

Registration Number: 31 450 474

with Commercial Registration in the Business Register of the District Court Trnava, Section  
Sa, Entry No. 164/T

hereinafter referred to as VUJE or the Contracting Party

and

Jadrová a vyraďovacia spoločnosť, a.s.

Jaslovské Bohunice 360,

919 30 Jaslovské Bohunice,

Slovak Republic,

Registration Number: 35 946 024

with Commercial Registration in the Business Register of the District Court Trnava, Section  
Sa, Entry No. 10788/T

hereinafter referred to as JAVYS or the Contracting Party

Collectively referred to as the "Parties" or "Consortium" and individually as "Party", have entered into the contract "UPDATE OF PRE-DESIGN DOCUMENTATION FOR THE CONSTRUCTION OF A NEW NEAR-SURFACE DISPOSAL FACILITY FOR RADIOACTIVE WASTE", Contract no. "ZZP.260.10.2024"

Therefore, the Parties hereby agree as follows:

## **1 DEFINITIONS**

- 1 Words and terms defined in the Service Contract, have the same meaning in this Consortium Agreement unless the context provides otherwise.
- 2 "Contracting Authority" shall mean " Zakład Unieszkodliwiania Odpadów Promieniotwórczych - Przedsiębiorstwo Państwowe " or "ZUOP", Poland.
- 3 The "Service Contract" shall mean the contract between the Contracting Authority and the Consortium entitled "UPDATE OF PRE-DESIGN DOCUMENTATION FOR THE CONSTRUCTION OF A NEW NEAR-SURFACE DISPOSAL FACILITY FOR RADIOACTIVE WASTE", Contract no. "34/ZUOP/2024" and its associated Annexes.
- 4 The term "Information" means scientific or technical data, results or methods of research and development and any other information intended to be provided, exchanged or arising under this Agreement.
- 5 The term "Proprietary Information" means Information provided or exchanged which contains trade secrets or commercial or financial information which is privileged or confidential.
- 6 The term "Intellectual Property" means any know-how or other rights in Proprietary Information, including, without prejudice to the generality of the forgoing, patents, trademarks, copyright and design rights.
- 7 The term "Lead Organisation" shall mean "JAVYS" and the term "Project Manager" shall mean "JAVYS" or other representative appointed to that role by the Lead Organisation.
- 8 The term "Project" shall mean the work carried out under the Service Contract in line with the provisions of the Service Contract.

## **2 PURPOSE AND DURATION OF THE AGREEMENT**

- 9 The Parties undertake to co-operate under the provisions of this Consortium Agreement in order to implement the Service Contract.
- 10 This Consortium Agreement shall come into force as of the date of its signature by the Parties, shall enter into effect according to paragraph 68 of Article 17 and shall continue in full force and effect until terminated in accordance with Article 13, or complete fulfilment of all contractual obligations arising from the Service Contract and this Consortium Agreement by the Parties.

## **3 LEAD ORGANISATION AND PROJECT MANAGER**

- 11 The Lead Organisation is JAVYS. The Lead Organisation shall assume overall responsibility for maintaining the relationship and for communications between the Consortium and the Contracting Authority concerning the Service Contract.
- 12 Except in the capacity as representative of the Consortium, the Lead Organisation shall not be entitled to act or to make legally binding declarations on behalf of any other Parties.
- 13 Given the role of the Lead Organisation as signatory on behalf of the Consortium to the Service Contract, the Project Manager should in most circumstances be the single point of contact between the Consortium and the Contracting Authority.

- 14 The Project Manager shall ensure the overall coordination of the implementation Project and will transmit all information related to Project to the Contracting Authority.
- 15 The Project Manager shall administer the fees received from the Contracting Authority through allocation of the funds between the Parties in accordance with the Service Contract and decisions of the Consortium as set out in the tender proposal document or as modified subsequently. The Lead Organisation shall ensure that the appropriate payments are made to the other Parties without unjustified delays.
- 16 The Project Manager shall keep accounts making it possible to determine at any time what portion of the fees has been allocated to each Party for the purpose of the Project and shall maintain timesheet records submitted by the partner organisations.

#### **4 DECISION MAKING**

- 17 A nominee from each Party will be responsible for decisions made on behalf of their own organisation and liaising with the Project Manager. All decisions of the Consortium shall be taken with the prior written consent of all members of the Consortium.

#### **5 RESPONSIBILITIES OF EACH PARTY**

- 18 Each Party hereby undertakes to use reasonable endeavours to supply promptly to the Project Manager all such information or documents as he needs to fulfil the obligations pursuant to this Consortium Agreement and the Service Contract.
- 19 Each Party undertakes:
- i) to perform the work under the Service Contract assigned to it;
  - ii) promptly to notify each of the other Parties on occurrence of any significant event that may lead to any delay in performance of its work;
  - iii) to inform other Parties of relevant communications it receives from third parties in relation to its work;
  - iv) to maintain records and, in particular, will provide monthly timesheets to the Project Manager.
- 20 Each Party shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder or under the Service Contract, and promptly to correct any error therein of which it is notified. The recipient Party shall be entirely responsible for the use to which it puts such information and materials and the supplier of the information makes no warranty as to its fitness for a particular purpose.
- 21 Acting in good faith, when a Party believes that for carrying out the Project or use of knowledge generated by the Project:
- i) it might require access rights to another Party's Intellectual Property, which is not generated by the Project, or
  - ii) another Party might need access rights to that Party's Intellectual Property, which is not generated by the Project,

- iii) it will promptly notify such other Party of the Intellectual Property not generated by the Project required. Failure to notify such Party shall not be a breach of this Consortium Agreement unless such failure is due to an action in bad faith.
- 22 When a Party is unable to grant access rights to its Intellectual Property which it reasonably believes that another Party will require, it will promptly notify such other Party.

## 6 LIABILITY/INSURANCE

### 6.1 General Principles

23 The Parties agree to assume all of the financial consequences of their liability in all cases their liability is asserted on the basis of damage caused to one of them or to a third party in the scope of the performance of the Service Contract.

24 Each Party is in charge of its own personnel insurance coverage according to the applicable laws, including social security law and accident at work and occupational diseases regulations. Each Party is liable for any damages caused by its own personnel. Each employer shall undertake its own procedures with respect to its own employees.

### 6.2 Exclusions

25 Notwithstanding any other legal provision or term of this Agreement whether express or implied, a Party's total liability in contract, tort or breach of statutory duty, misrepresentation, restitution or otherwise, arising under or in connection with this Agreement shall be limited to an amount equal to the compensation it is entitled to receive as per the Service Contract and this Consortium Agreement.

26 No Party shall be responsible to another Party for indirect or consequential loss or damages such as, but not limited to, loss of profit, loss of revenue, or loss of contracts.

### 6.3 Liability towards the Contracting Authority

27 Notwithstanding any joint and several liability of the Consortium which may exist towards the Contracting Authority, each Party shall be liable towards the others for any losses or damages suffered by the Contracting Authority, as a consequence of any failure by such Party to perform all or part of its obligations under the Service Contract or under this Consortium Agreement.

28 In the event that the Consortium has its joint and several liability called upon by the Contracting Authority, it is expressly agreed that the Party responsible for the portion of work giving rise to the claim shall indemnify and hold harmless the other Parties from the result of such claim.

29 If the Contracting Authority makes a direct claim against a Party who is either not a Party to the performance of the work, or is a party to the work but is not responsible for the claim, the said Party shall immediately inform the Party responsible. The responsible Party shall without delay indemnify and hold harmless the Party against whom the claim was made.

30 If two or more Parties are jointly responsible for a claim by the Contracting Authority, each Party shall be liable to the extent of its degree of responsibility.

31 No Party shall recognise, without the prior approval of the other Parties, claims of the Contracting Authority for which other Parties is/are wholly or partly responsible.

6.4 Liability towards Third Parties

32 Subject always to such other undertakings and warranties as are provided for in this Consortium Agreement and the Service Contract, each Party shall be solely liable for the work entrusted to it and any consequences of such work as regards third parties. Any event giving rise to a claim by a third party shall be handled by the Party responsible and such Party shall bear the cost of any damages resulting therefrom.

33 If a third party makes a direct claim against a Party who is not responsible, such Party shall immediately inform the Party responsible. The responsible Party shall without delay indemnify and hold harmless the Party against whom the claim was made.

34 If two or more Parties are jointly responsible for a claim, each such Party shall be liable to the extent of the degree of its responsibility.

35 No Party shall recognise, without the prior approval of the other Parties, third party claims involving the responsibility of the Consortium or of the other Parties in whole or in part.

6.5 Liability for Subcontractors

36 Each Party shall remain fully responsible for the performance of any part of the work entrusted to it, or for the performance of its obligations under the Service Contract by any subcontractor.

37 Therefore the said Party shall ensure that:

- i) such subcontract fully complies with the requirements of the Service Contract;
- ii) the other Parties access rights to Proprietary Information are fully preserved; and
- iii) the third party shall have no access to any other Party's Proprietary Information without the latter's prior written consent.

**7 COSTS AND PAYMENT**

38 Each Party is fully responsible for all costs incurred in performing its part of the Project according to the division of responsibilities in the Annex 1 of the Consortium Agreement. It is understood that possible cost overruns incurred by a Party shall be fully supported by such Party, except when revised task allocation and pro-rata sharing of funding have been agreed by the Parties.

39 JAVYS will utilise services of its subcontractor according the description included in the Annex 2 of the Consortium Agreement.

40 VUJE shall invoice its share of work according to the Annex 1 to the JAVYS within thirty (30) days from the approval of the deliverable (study) by Contracting Authority.

- 41 In accordance with respective paragraph of the Service Contract JAVYS will make a payment in Euros no later than thirty (30) calendar days after receiving the payment from the Contracting Authority agreement and will transmit the Contracting Authority's analysis, if applicable, to the Parties. In order to facilitate such payments, VUJE will provide JAVYS with details of the address and account number to which payments are to be made in the invoice.

## 8 CONFIDENTIALITY

- 42 The Parties agree the terms of this Article 8 shall apply to Proprietary Information of whatever nature or form as is:
- i) disclosed to a Party in connection with the submission to the Contracting Authority of the tender proposal pending the signing of the Service Contract;
  - ii) disclosed to a Party in connection with the Project after the signing of the Service Contract, but which
    - is clearly marked "confidential",
    - at the time of oral disclosure was indicated to be "confidential" and within thirty (30) calendar days reduced to physical form and marked "confidential" by the disclosing Party; or
    - is obviously of a confidential nature referred to as "Information" in this Consortium Agreement.
- 43 Each Party undertakes that such Proprietary Information
- i) will not during or after termination of this Consortium Agreement make disclosure to any Party to be used for any other purpose than in accordance with the terms of the Service Contract and of this Consortium Agreement;
  - ii) shall be treated as confidential and not disclose it to any other third party without the prior written consent of the owner of the Proprietary Information in each case.
- 44 Such agreement and undertaking shall not extend to any Proprietary Information which the receiving Party can show:
- i) was at the time of disclosure to the Party published or otherwise generally available to the public,
  - ii) as after disclosure to the Party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving Party,
  - iii) was already in the possession of the receiving Party, without any restrictions on disclosure, at the time of disclosure to the Party,
  - iv) was rightfully acquired from others without any undertaking of confidentiality,
  - v) was developed independently of the work under the Service Contract by the receiving Party,
  - vi) was required to disclose pursuant to law, a court order or order of an competent authority.
- 45 Nothing in paragraph 42 of this Article shall prevent communication of information:

- i) as is needed to be communicated to comply with applicable laws of regulation or with a court of administrative order, provided that insofar as reasonably possible the complying Party shall have informed the owner of the information of such need and shall have complied with such owner's reasonable instructions designed to protect the confidentiality of such information;
- ii) subject to paragraph 46 of this Article, to any affiliate or to any other third party (including the Contracting Authority) insofar as needed for the proper carrying out of the Service Contract and/or this Consortium Agreement;

46 As respects any permitted communication of any of the information referred to in paragraph 42 of this Article by the recipient Party to a third party (including but not limited to its affiliates) such Party will use reasonable endeavours to procure due observance and performance by such third party of the undertakings referred to herein and all relevant undertakings in the Service Contract.

## 9 FORCE MAJEURE

47 A failure in the performance of this Consortium Agreement cannot be imputed or assumed to a Party to the extent it is due to "Force Majeure".

48 "Force Majeure" shall have the same meaning as in the definition of Force Majeure in the Service Contract, respective Paragraph.

49 Each Party will notify other Parties in writing of any Force Majeure as soon as possible. The Parties shall discuss in good faith the possibilities of a transfer of tasks affected by the event. Such discussions shall commence as soon as reasonably possible. If such Force Majeure event is not overcome within three months after such notification, a transfer of tasks shall be carried out.

## 10 INTELLECTUAL PROPERTY

50 Subject to the particular terms and specific provisions of this section, each Party agrees to be bound by the terms and conditions of respective Paragraph of the Service Contract in respect of Intellectual Property. The Parties agree to respect their individual Intellectual Property rights.

51 With reference to respective Paragraph of the Service Contract, the Lead Organisation undertakes to obtain permission from the Contracting Authority to retain and use copies of documents and data generated during the course of the Project for purposes unrelated to the contract.

52 Ownership of pre-existing Intellectual Property shall not be affected by this Agreement or the Service Contract. Therefore each Party remains the owner of its Intellectual Property rights which exist at the start of this project shall be preserved.

## 11 NATURE OF AGREEMENT

53 The Consortium under this Consortium Agreement shall not be a separate legal or taxable entity.



**12 ASSIGNMENT**

54 No Party shall, without the prior written consent of the other Parties, assign or otherwise transfer partially or totally any of its rights and obligations under this Consortium Agreement. Such consent shall not be unreasonably withheld when such assignment of transfer is in favour of an affiliate of that Party.

**13 TERMINATION**

55 Termination of this Consortium Agreement shall conform to the provisions of the Service Contract. No Party shall be entitled to withdraw from or to terminate this agreement and/or its participation in the Project unless:

- i) that Party has obtained the prior written consent of the other Parties and of the Contracting Authority to the withdrawal or the termination, or
- ii) that Party's participation in the Service Contract is terminated by the Contracting Authority, or
- iii) the Service Contract is terminated by the Contracting Authority for any reason whatsoever, provided that a Party shall not by a withdrawal or termination be relieved from:
  - any of its obligations under this Consortium Agreement which are intended to survive such an event,
  - its responsibilities under this Consortium Agreement or the Service Contract in respect of that part of that Party's work on the Project which has been carried out (or which should have been carried out up to the date of withdrawal or termination) or
  - from any of its obligations or liabilities arising out of such withdrawal or termination.

56 In the event that any Party enters into bankruptcy or liquidation or any other similar arrangements for the benefit of its creditor, the other Parties shall, subject to approval by the Contracting Authority be entitled to take over fulfilment of such Party's obligations and to receive subsequent payments under the Service Contract in respect thereof. In such event, all rights and obligations under the Service Contract and this Consortium Agreement shall be redistributed in good faith among the remaining Parties and the affected Party on the basis of the works performed by the affected Party prior to the occurrence of the above mentioned circumstances.

57 The provisions of Articles 6, 7, 8, 10 and 14 shall survive the expiration or termination of this Consortium Agreement to the extent needed to enable the Parties to pursue the remedies and benefits provided for in those Articles.

**14 SETTLEMENT OF DISPUTES**

58 All disputes arising from this contract, including disputes about its validity, interpretation or cancellation, will be resolved before competent court of the Slovak Republic.

59 The Parties may instead elect to resolve by mediation a dispute or difference arising in connection with this Consortium Agreement, which cannot be settled amicably.

**15 LANGUAGE**

60 This Consortium Agreement is drawn up in English, which language shall govern all documents, notices and meetings for its application and/or extension or in any other way.

**16 APPLICABLE LAW**

61 This Consortium Agreement shall be constructed according to and governed by the laws of Slovakia.

**17 ENTIRE AGREEMENT – AMENDMENTS /SEVERABILITY**

62 This Consortium Agreement and the Service Contract apply completely to both Parties and constitute the entire agreement between the Parties in respect of the Project, and supersede all previous negotiations, commitments and writings concerning the Project. Amendments or changes to this Consortium Agreement shall be valid only if made in writing and signed by an authorised signatory of each of the Parties.

63 Any individual provision of this Consortium Agreement which is or becomes invalid shall not affect the validity of the remaining provisions of this agreement. In such cases, the parties shall negotiate in good faith a provision to be substituted to the provision found to be so invalid.

64 All Parties declare that they have taken notice of all provisions of the Service Contract and its Annexes, which they have approved and have taken notice of all Sections of this Consortium Agreement.

65 Therefore, through signature of this Consortium Agreement, the Parties are obliged to accede to the Service Contract.

66 Consortium Agreement shall be publish in the central register of contracts (<https://www.crz.gov.sk/central-register-of-contracts/>). The contract takes effect only on the day following the day of its publication. Sensitive information may be excluded from publication following the option for protection against harm in economic competition.

Consortium Agreement: Service Contract No. 34/ZUOP/2024, 2<sup>nd</sup> October 2024

In Witness whereof, the Parties hereby have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

This agreement is made in two (2) originals; each Party retaining one signed copy of this Agreement.

For and on behalf of **Jadrová a vyraďovacia spoločnosť, a.s.:**

**Jadrová a vyraďovacia spoločnosť, a.s.**  
Jaslovské Bohunice 360  
919 30 Jaslovské Bohunice  
IČO: 35946024 DIČ: 2022036599  
-4-

Location, Date: Jaslovské Bohunice, 02.10.2024

By: **RNDr. Peter Gerhart, PhD.**  
Chairman of the Board of Directors

By: **Ing. Miroslav Obert**  
Vice Chairman of the Board of  
Directors and CEO

For and on behalf of **VUJE, a.s.:**

Location, Date: Trnava, 02.10.2024

**VUJE, a.s.**  
Okružná 5  
918 64 TRNAVA  
-5-

By: **Ing. Matej Korec, PhD.**  
Member of the Board of Directors  
and CEO

By: **Ing. Andrej Žiarovský**  
Member of the Board of Directors

# Annex 1 Division of responsibilities and related shares

## 1 DIVISION OF RESPONSIBILITIES

1. The Consortium agreed upon the following division of responsibilities for development of particular tasks within the project.

Description of Tasks and Subtask (Annex 1 of the Service Contract)	Responsible	Support
TASK 1 – Waste Inventory	JAVYS	
TASK 2 – Technical and Economic Analysis of RAW Management	JAVYS	VUJE
TASK 3 – Disposal Technology	JAVYS	VUJE*
TASK 4 – Architecture and Functionality (Design)	VUJE	
TASK 5 – Radiological Safety	VUJE	JAVYS

\* VUJE is leading subtasks 3.4 and 3.10 regarding technical and economic analysis of disposal technology. Given tasks and subtasks are stated in the Annex 1 of the Service Contract.

2. Project management and final compilation of the study is in the responsibility of JAVYS.

## 2 PAYMENT CONDITIONS

3. The total Service Contract value ( . € - an equivalent to . PLN) will be distributed to the Contracting Parties after the approval of the deliverable as follows:

JAVYS: . € (costs of subcontractor included)

VUJE: . €

4. Expenses, besides standard operational costs, such as fees for acquiring input data and related translations will be covered by each Party separately.

## Annex 2 Responsibilities of Subcontractor

### 1 RESPONSIBILITIES

1. Domański Zakrzewski Palinka sp.k. (DZP)

Address: Rondo ONZ 1, 00-124 Warsaw, Poland  
Registration No.: 0000027088  
VAT: PL5272162127

is subcontractor to JAVYS providing the legal services for developing and/or supporting respective parts of study to be developed within the Project.

2. Responsibilities of the subcontractor are as follows:

- Development of the legal analysis within the Subtask 3.1.
- Providing support from legal perspective in remaining tasks, in particular in activities related to Task 2, Task 3 and Task 5. Scope of such support will be agreed with the Project Manager.
- Given tasks and subtasks are stated in the Annex 1 of the Service Contract.

### 2 PAYMENT CONDITIONS

3. Agreed hourly rate for legal services conducted is      EUR. Timesheet of activities conducted are required to be attached to the invoice.
4. Agreed maximum price for legal services provided by DZP is      EUR.
5. The Price includes all DZP's costs associated with the delivery of the subject of performance. The external costs, if any (e.g. court fees, etc.) will be covered directly by the JAVYS or covered by DZP and re-invoiced to the JAVYS upon former mutual agreement.
6. DZP shall invoice its services provided to the JAVYS within thirty (30) days from the approval of the deliverable (study) by Contracting Authority.
7. JAVYS will make a payment in Euros no later than thirty (30) calendar days after receiving the payment from the Contracting Authority agreement. In order to facilitate such payments, DZP will provide JAVYS with details of the address and account number to which payments are to be made in the invoice.

For and on behalf of DZP:

Location, Date: Warszawa, 02.10.2024

By: **Mr. Pawel Grzejszczak**  
Partner