

**Partial Contract concluded on the basis of the Framework Agreement signed on
12 October 2016 with the title:**

**Utilization of foreign experience in the siting process for a deep
geological repository for radioactive waste in the Czech Republic**

between

CONTRACTING PARTIES

Client: **Česká republika – Správa úložišť radioaktivních odpadů**

Registered office: Dlážděná 6, 110 00 Praha 1, Czech Republic

Represented by: JUDr. Jan Prachař, Managing Director

ID: 66000769,

Banking details:

Name of Bank: ČNB, Na Příkopě 28, Praha 1

Account No.: 35-64726011/0710

Not a payer of VAT

(hereinafter referred to as the “**Client**”) and

Name of company: **Posiva Oy (lead party) in a consortium with AINS Group**

Registered office: Olkiluoto, FI- 27160 Eurajoki, Finland

Represented by: Janne Mokka

ID: 1029258-8,

Tax ID: FI10292588,

Banking details:

Name of Bank: Nordea (NDEAFIHH)

Account No.: FI 281660 3001 1003 98

(hereinafter referred to as the “**Supplier**”)

(hereinafter both referred to as the “**Contractual Parties**”)

The Contractual Parties hereby conclude the following Partial Contract (PC) in accordance with the provisions of Article 5 and in the format of Annex No 4 of the Framework Agreement.

Utilization of foreign experience in the siting process for a deep geological repository for radioactive waste in the Czech Republic

Name of the Partial Contract:	Design basis/ requirements guidelines for the DGR
Area of Services:	The assessment and/or development of procedures and methods for the Design basis/ requirements guidelines document
ID of Services:	SO2016–120–17: The assessment and/or development of design basis document

	Function	Name	Date	Signature
Client approved for chapter 1	Project Manager	xxxxxx xxxxxxxxxx	14.9.2020	
Compiled by	Project Manager of the Partial Contract	Xxxxxxx xxxxxxxxxx	14.9.2020	
Partial Contract approved by the Client	Managing Director	Jan Prachař	14.9.2020	
Supplier approved - project manager	Project Manager	Xxxxxxxx xxxxx	21.9.2020	
Supplier approved - manager of the partial contract	Project Manager of the Partial Contract	Xxxxxx xxxxxx	2.10.2020	
Partial Contract approved by the Supplier	Sales Director, Posiva Oy	Xxxxxx xxxxx	23.9.2020	
	Vice President, A-Insinöörin Civil Oy AINS	Xxxxxx xxxxxx	29.9.2020	
	Managing Director, Posiva Solutions Oy	Xxxxxx xxxxx	23.9.2020	

Note: This Partial Contract (PC) has been concluded in compliance with the conditions of a Framework Agreement (FA) signed on 12 October 2016 entitled: "Utilization of foreign experience in the siting process for a deep geological repository for radioactive waste in the Czech Republic".

1 CLIENT'S ASSIGNMENT

1.1 Requirements concerning the scope and technical specifications

The main purpose of this PC is to review SÚRAO design basis document and summarise the requirements management system adopted by Posiva for their spent nuclear fuel disposal project. This PC will focus on the long-term safety requirements of disposal and their effect on the design of the repository and its components. Czech regulations, requirements stemming from operational aspects or occupational safety are out of the scope. The subject of this PC is related to the completed PC3 concerning safety case and safety assessment, PC08 concerning the R&D of engineered barriers (buffer, backfill and plug) and PC10 concerning DGR underground design review.

The Partial Contract includes the following work packages (WP):

WP1: Summary and experiences of requirement management systems of Posiva

The subject of this WP is to give a general summary of the design basis and requirements managements system that is in use in the spent nuclear fuel disposal project in Finland (Posiva Oy). In addition to providing a general overview of the requirements management systems and experiences from developing the requirement management system of POSIVA, special attention is focused on the parts of these systems that may be relevant also for the Client's deep geological repository according to the Supplier's current knowledge based on completed PCs. Supplier will prepare guidelines and presentation for development of design basis for Client based on current, relatively early stage of DGR development in Czech Republic and POSIVA experience.

WP2: Workshop

The WP consists of one 1-day Workshop organised between the Client and the Supplier, where the recommendations are presented. Workshop will include the presentation of the WP1 results by the Supplier.

WP3: Review of SURAO design basis document

The WP consist of reviewing the SURAO design basis document and SURAO requirements management system in current state of DGR development in the Czech Republic, based on the Supplier's recommendations from WP1 and common workshop.

The Client nominates the following person as the Project Manager for the Partial Contract (PC): xxxxxxxx xxxxxx, e-mail xxxxxxxxxxxxxx. The Supplier will communicate directly with these person, with correspondence copied on all occasions to Mr. xxxxxxxx xxxx, e-mail:xxxxxxxxxxxxxx.

The Client requires the Supplier to nominate those PC participants that will be financed from this Partial Contract.

Changes of persons nominated either by the Client or the Supplier are permitted without the requirement for amending the PC. In case of a change of Project Manager either on the side of the Client or the Supplier, the Project Manager of the one party shall be required to notify his/her counterpart in writing of the change.

1.2 Required Services deadlines

Estimated beginning of the PC is 1.10.2020 and estimated duration of the PC is 15 months. The time schedule depends to a great extent on the availability of the required information in the English language.

Table 1. Milestones and estimated deadlines from the estimated beginning of the work.

Milestone 1: WP1 content (memorandum) submitted to the Client.	T0+2 M
Workshop 1: WP2 Presentation of the WP1 results by the Supplier.	T0+3 M
Milestone 2: Initial data delivered by the Client for WP3	T0+11 M
Milestone 3: WP3: Review of SURAO design basis document (memorandum)	T0+14 M
Milestone 4: Final statement from the Client	T0+15 M

1.3 Estimated labour intensity and/or its limitation

The Client estimates that the work involved in the PC will amount to 400 hours.

Table 2. Estimated working hours of the PC.

Point in the PC	Activities	Estimated labour intensity [hours]
1	WP1: Review of Posiva requirement system	100
2a	WP2: Preparations for the workshop	30
2b	WP2: 1 Workshop at the Client's premises (2-3 pers.)	50
3	WP3: Review of SURAO design basis document	150
1-3	Managing of the PC	70

1.4 Specific requirements concerning the organisation of the Services

The Supplier shall propose the location and timing of those meetings with the Client's experts deemed necessary for the fulfilment of the objectives of the Partial Contract. Communication via telephone, email and videoconferencing will be acceptable provided the security of the information disclosed is ensured.

2 CONFIRMATION / MODIFICATION OF THE ASSIGNMENT OF SERVICES BY THE SUPPLIER

2.1 Scope of the Services and technical specification

The Supplier shall perform the assignment of the Services set out by the Client in Article 1.1. The Client shall provide sufficient documentation describing the existing requirements regarding the long-term safety of disposal (as described in Article 1.1) to the Supplier in the English language. The approach via which the Supplier participates in the implementation of the Article 1.1. of this Partial Contract shall consist of consultancy, the presentation of the Supplier's knowledge, memorandums, and training activities.

2.2 Fulfilment dates

The Supplier shall suggest the time schedule of the Services provided to the Client as stated in Article 1.2. The time schedule shall depend on the time at which the information to be provided by the Client is delivered to the Supplier.

The Supplier may suggest changes to the partial deadlines; however, the final deadline shall respect the requirements of the Client. If delays occur with respect to the delivery of information to the Supplier, such delays must be taken into account in the deadlines and overall schedule.

2.3 Price of the Partial Contract

The Supplier states herein the price limit of the Partial Contract which is based on the labour intensity determined in accordance with Article 2.4 of this document and the rates specified in Article 4.3 of the FA. Based on the preliminary allocation of working hours to the various experts and their hourly rates, the price estimate (exclusive of travel costs) is set at 59 990 €. The Supplier shall be required to justify all the expenses incurred. As a minimum, consultation at the Client's premises will incur travelling expenses.

2.4 Organisation of the Services

The Supplier shall set out the various activities corresponding to the work schedule, the persons involved in those activities and their roles in Table 3. When determining labour intensity, the Supplier shall take into account the limit set by the Client in Article 1.3 of the Partial Contract (400 hours).

The Supplier shall set out the accountability of the persons involved in the Partial Contract in Table 3 and estimated hours per category are listed in Table 4.

Table 3. Personnel and roles in the activities set out in the Partial Contract.

Name (hours)	Role/position	Knowledge areas relevant to this PC
Xxxxx xxxxxxxx	Adviser	Underground repository design, project management
Xxxxx xxxxxxxx	Adviser	Engineered barrier system

Xxxxxx xxxxxxxx Xxxxx xxxx	Adviser Adviser	Long term safety Requirement management systems, Long term safety
Xxxxxxx xxxxxx	Senior adviser	Requirement management systems, Long term safety
Xxxxxx xxxxxx Xxxxx xxxxx	Project leader, Adviser Senior Expert	Design basis and requirements systems Engineered barrier system
Xxxxx xxxxxx	Project Manager, Adviser	Project management

Table 4: Personnel hours by category

Category	Hours (h)	%	Price (€)
1	30 x 180.77	7.5	5423.10
2	340 x 149.73	85	50908.20
3	30 x 121.95	7.5	3658.50
4			
5			
Total			59989.80

2.5 Risk identification

The risk identification, assessment and management procedures are set out in Annex no. 3 of the FA. The time schedule depends to a great extent on the availability of the required information in the English language.

3 CONCLUSION OF THE PARTIAL CONTRACT

Articles 1 and 2 of this Partial Contract are valid.

The sub-project is subject to the approval of those persons authorised with respect to contractual matters pursuant to Article 1.3 of the FA.

The Partial Contract shall be concluded in line with Article 5 of the FA.

This Partial Contract becomes valid and comes into force on the date of its signing by authorised representatives of the two Contractual Parties.