

NUKLEARNA ELEKTRARNA KRŠKO, d.o.o., Vrbina 12, 8270 Krško, represented by Mr. Stanislav Rožman, President of the Management Board and Mr. Hrvoje Perharić, Member of the Management Board (hereinafter referred to as NEK)

and

(hereinafter referred to as outside undertaking)

have concluded this

A G R E E M E N T

on Radiological Protection

Article 1

- (1) The parties to this Agreement have determined that in accordance with the Law on Protection against Ionising Radiation and Nuclear Safety (Official Gazette of the Republic of Slovenia No. 67/2002, hereinafter referred to as the Law) they are obliged to define the responsibilities of NEK and the outside undertaking performing activities in the radiation controlled area to assure operational protection of outside workers exposed to the risk of ionising radiation at NEK.
- (2) The parties shall agree that the Agreement thereof only applies to radiation controlled area.
- (3) Outside undertaking performing activities in radiation controlled area assumes the responsibility to meet NEK's requirements for radiation protection of its employees.

Article 2

- (1) Basic responsibilities of NEK and outside undertaking regarding radiation protection are the following:
 - NEK and outside undertaking shall be liable for personal radiation exposure of outside workers; the doses received shall not exceed the prescribed dose limits.
 - NEK and outside undertaking shall be responsible for providing the information and training to the workers in the field of radiation protection.
 - NEK and outside undertakings are responsible that individual exposures of the workers are assessed in accordance to valid regulations.
 - NEK shall ensure that the radiological data of the individual exposure monitoring of each of its outside worker are sent also in the Slovenian central dose register.
 - The outside undertaking shall ensure medical surveillance of its workers according to the rules for exposed workers.
 - NEK shall ensure that the requirements for operational protection of exposed workers are implemented in accordance with the Law.
- (2) NEK shall be directly responsible for safety of outside workers exposed to ionising radiation in their workplace to the extent which is directly related to the nature of the controlled area and of the activities therein.
- (3) Before the start of any activity in a controlled area, the outside undertaking shall transmit to NEK particulars concerning the outside workers' identity, the medical approval of workers' fitness, the date of the last medical examination and the results of the individual exposure monitoring for the last five years and cumulative dose.

- (4) NEK shall transmit the outside worker's individual exposure monitoring from the previous paragraph of this Article to the Ministry of the Republic of Slovenia, competent for Health, to record radiological data into a central national dose record.
- (5) Both NEK and the outside undertaking shall not start work with exposed workers if the data are not submitted as specified in paragraph (3) of this Article, or if the worker is not registered in a central national dose record, or if the submitted data make evident that based on the said Law the workers are not permitted to perform work in radiation controlled area.
- (6) Each exposed worker of outside undertaking is responsible to take his own radiation protection measures as much as possible as set out in this Agreement or in accordance with the precautions against ionizing radiation at NEK.
- (7) A cross-frontier outside undertaking may perform activities in the radiation controlled area only after obtaining the relevant permit in his country under conditions and procedures equivalent to those specified in the Law.
- (8) The outside undertaking shall, prior to the start of any activity in radiation controlled area, submit to NEK a certificate indicating that the conditions of the previous paragraph have been met issued by the Ministry of the Republic of Slovenia, competent for environment.

Article 3

- (1) The outside undertaking at NEK shall, before the start of work at the latest, designate a responsible person for radiation protection. On behalf of the outside undertaking the responsible person shall arrange with NEK and its unit of Technical Operations - Radiation Protection Department - all liabilities under this Agreement.

Responsible person for radiation protection is: _____

Address: _____

E-mail address: _____ Telephone No.: _____

Article 4

- (1) The outside undertaking shall supply to NEK particulars about its workers as stated in Article 2, paragraph 3 of the Agreement thereof concerning the worker's identity, including the worker's date and place of birth, sex and personal identification number (if available).
- (2) Medical surveillance of exposed workers shall be the responsibility of the outside undertaking and an approved medical practitioner. Medical certificate shall include that the worker is fit for the tasks assigned to him, and fit for the use of personal protective respiratory equipment. A medical exam shall also include a drug and alcohol abuse test. Limited ability to work shall be expressly indicated in such medical certificate.
- (3) Outside undertaking shall ensure that the radiological data of individual exposure monitoring recorded by an authorised institution or NEK dosimetry are submitted to the approved medical practitioner; the results of the individual monitoring shall be made available to the worker concerned.
- (4) Data on personal doses of exposed workers are forwarded to the competent medical service for further processing and to the central dose register on the basis of a written consent of the exposed worker.
- (5) The outside undertaking shall take care that the employee exposed to radiation signs a written statement that the data on his personal doses may be submitted for further processing in accordance with this Agreement. The written statement shall be attached to the data as provided for under Article 2, paragraph (3) of this Agreement.
- (6) If exposed workers, apprentices or students refuse to sign the above said statement, the outside undertaking shall not assign them to any work involving exposure to ionising radiation.

Article 5

- (1) By signing the Agreement thereof, NEK assumes the responsibility for radiation protection pursuant to the Agreement thereof. The outside undertaking shall be responsible for its workers as agreed upon in the Agreement thereof. The outside undertaking shall bear material and criminal responsibility for its employees to meet the requirements of radiation protection and safe use of radiation sources in their workplace.
- (2) The outside undertaking shall take care that its employees follow the provisions of Article 2, paragraph (6) of this Agreement and use personal protective equipment in accordance with NEK's internal instructions and all necessary dosimeters.
The employee himself is responsible for proper use of personal dosimeters, access to workplace, attention to radiological labels, safety at work labels and other prescribed instructions.
- (3) The outside undertaking shall designate a leader for work in the controlled area. The work leader shall take care that his workers are acquainted with radiological and safety at work measures and that they follow the instructions submitted by NEK. The work leader is responsible that its workers are familiar with the scope of work prior to work start, possess necessary tools and are informed about special administrative radiation protection instructions for particular jobs assigned to them. The Work Leader or responsible person of the outside undertaking for radiation protection shall upon NEK's proposal participate in preparations of administrative instructions in order to consider dose limits and reduce exposure to ionising radiation.

Article 6

- (1) Any differences or disputes arising from or in connection with this Agreement shall be settled by an amicable effort on the part of both parties hereto. If an attempt by the parties to arrive at a settlement has failed, any differences or disputes shall be finally settled by the competent Court in Krško.

Article 7

- (1) This Agreement shall become effective after its signature by the authorised representatives of both parties.

Article 8

- (1) This Agreement has been written in two originals, from which each party retains one copy.

Krško, _____

Outside undertaking:

NEK:

President of the Management Board
Stanislav Rožman

Member of the Management Board
Hrvoje Perharić
