

**CONTRACT No. XXXXX**

**between**

**the International Atomic Energy Agency,**

**[INSERT NAME OF END USER]**

**and**

**[INSERT NAME OF CONTRACTOR]**

**concerning**

**THE REMOVAL OF **ONE (1)** DISUSED SEALED RADIOACTIVE  
SOURCES (DSRS) FROM **SLOVENIA****

This Contract is entered into between the International Atomic Energy Agency (hereinafter referred to as the “IAEA”), an intergovernmental organization established by its Statute, whose address is Vienna International Centre, P.O. Box 100, 1400 Vienna, Austria; [INSERT END USER] (hereinafter referred to as the “End-User”), whose address is [ADDRESS]; and [CONTRACTOR’S NAME] (hereinafter referred to as the “Contractor”), whose address is [ADDRESS]. Hereinafter, the IAEA, the End-User and the Contractor and are also referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS the Government of the Republic of **Slovenia** desires to remove **one (1)** high activity sealed radioactive source and any associated depleted uranium from the End-User’s facility in [INSERT PLACE] for its further management by an authorized recipient, as defined in the Statement of Work (hereinafter referred to as the “Project”);

WHEREAS the Government of the Republic of **Slovenia** has requested the IAEA to assist with the Project;

WHEREAS the IAEA has agreed to provide the requested assistance to the Government of the Republic of **Slovenia** with the Project.

WHEREAS, the IAEA Board of Governors has approved TC project number INT9182 in which the IAEA has agreed to support the Government of **Slovenia** to remove two (2) high activity sealed radioactive source and any associated depleted uranium from the End-User’s facility in [INSERT PLACE] for its further management by an authorized recipient as defined in the statement of work;

WHEREAS the Government of **Slovenia** has designated the End-User, who is the owner of the above-mentioned Material, as the recipient of the assistance to be provided by the IAEA in connection with the Project.

WHEREAS, the End-User is ready, able and willing to take necessary measures and make all necessary arrangements to facilitate the implementation of the Project in accordance with the terms of this Contract;

WHEREAS the IAEA desires to engage a qualified contractor to supply goods, perform services and execute works required for the Project; and

WHEREAS the Contractor is ready, able and willing to provide the goods, services and works required for the Project;

NOW, THEREFORE, the Parties hereby agree as follows:

## **Article 1**

### **Definitions**

In this Contract, words and expressions shall have the same meanings as respectively assigned to them in this Article:

**“Annex A”** means the IAEA General Conditions of Contract for Goods and **Rev. Aug 2019**;

**“Annex B”** means the statement of work (“SOW”), which describes the requirements for the removal services of disused sealed radioactive sources and associated depleted uranium, and the services necessary for their further management by the Authorized Recipient to be performed under this Contract;

**“Annex C”** means the Contractor's Proposal dated **[REFERENCE AND DATE]** including the agreed implementation schedule;

**“Authorized Recipient”** means a legal entity able to manage (store, dispose or recycle) disused sealed radioactive sources and associated depleted uranium safely and securely in accordance with the relevant IAEA Safety Standards and security guidance documents and that meets the requirements set out in Annex B (“Statement of Work”) to this Contract, as further identified in Annex C (“Contractor’s Proposal”) to this Contract;

**“Deliverable Data Items”** means all documents as specified in Annex B (“Statement of Work”) to this Contract;

**“End-User Facility”** means the End-User’s location or premises or other facility specified by the End-User, as referred to in Attachment 1 to Annex B (“Statement of Work”) to this Contract, where the Material is located and where it shall be inspected, tested, removed, conditioned and packed;

**“Equipment”** means the equipment, materials, spare parts, tools, packages(s) and any other goods to be supplied by the Contractor and/or its sub-contractors for the performance of the Services under this Contract;

**“Final Report of Operation”** means the report to be prepared and submitted by the Contractor in accordance with Annex B (“Statement of Work”) certifying that the Services have been completed and that the Material has been handed over to the Authorized Recipient. The Final Report of Operation shall include any additional details obtained on the Material and shall attach the formal documentation attesting that the Material has been handed over to the Authorized Recipient;

**“Firm Fixed Price”** means the price for which the Contractor is required to perform all the Services and comply with all the contractual obligations as stated in this Contract, as further described in Article 9 (“Contract Price”) of this Contract. The Contractor shall absorb any additional costs or expenses required to complete the Services in accordance with the agreed quality standards described in the Annexes to this Contract, for which the price has been fixed;

**“Material”** means the radioactive sealed source(s) that is/are no longer used and is/and are not intended to be used for the practice(s) for which an authorization has been granted, as further described in Annex B (“Statement of Work”) to this Contract, as well as any depleted uranium associated with the aforementioned source(s) such as shielding materials, collimators, etc;

**“Notice to Proceed”** means a written approval from the IAEA’s contracting officer or technical officer as per Article 11 (“Points of Contact”) of this Contract, indicating that the Removal Plan is satisfactory, and that work can proceed in accordance with Annex B (“Statement of Work”);

**“Regulatory Body”** means an entity or organization or a system of entities or organizations designated by the government of a State as having legal authority for exercising regulatory control with respect to radioactive sources, including issuing authorizations, and thereby regulating one or more aspects of the safety or security of radioactive sources;

**“Removal Plan”** means the technical document which shall describe all necessary work for the fulfilment of the Services, as described in Annex B (“Statement of Work”) to this Contract, particularly but not limited to the provisions of Section 4.1. therein;

**“Services” or “Work”** means the removal of the Material from the End-User’s Facility and its transportation and hand over to the Authorized Recipient for its final management, as further described in this Contract, including, without limitation, the packaging, transportation, export and import, conditioning, and handing over of the Material and the provision of the Equipment needed to perform the Services/Work, as well as any other equipment, preparatory works and services to be provided by the Contractor or its sub-contractors for the full completion of the Project and the fulfilment of the Contractor’s obligations in accordance with this Contract.

## **Article 2**

### **Scope**

The Contractor shall perform all activities necessary to accomplish the Services in accordance with Annex B (“Statement of Work”) and as further described in Annex C (“Contractor’s Proposal”).

## **Article 3**

### **Responsibilities of the Contractor**

1. The Contractor shall refrain from any action which may adversely affect the IAEA or the End-User and shall fulfil its commitments with fullest regard for the interests of the IAEA and the End-User.
2. Further to the responsibilities set out in Article 3 (“Obligations of the Contractor”) and Article 6.4 (“Transportation and Freight, Transportation Handling, Storage and use of Radioactive Material”) of Annex A (“IAEA General Conditions of Contract”) to this Contract, the Contractor shall perform the Services in accordance with the applicable international quality standards and as defined in Annex B (“Statement of Work”) and Annex C (“Contractor’s Proposals”) to this Contract.

3. In addition to the responsibilities set out in Annex A (“IAEA General Conditions of Contract”), the Contractor shall perform the Work under this Contract in accordance with:
- (i) the laws, norms, standards and regulations valid in effect at the time of the performance of the Work in **Slovenia**, the Authorized Recipient’s country, and any other country where packaging and/or transportation of the Material takes place during the performance of the Work;
  - (ii) relevant norms, standards and regulations of the IAEA, including those enumerated in Section 2 of Annex B (“Statement of Work”);
  - (iii) any authorizations that have been issued for the performance of the Work under this Contract; and
  - (iv) the relevant procedures and quality assurance mechanisms representing best practices in the industry.

In the event of discrepancies among the various norms, standards and regulations, the most restrictive terms shall apply.

4. The Contractor shall at all times cooperate with the IAEA and take all necessary measures to enable the IAEA to monitor the development of the Contractor’s performance of the Services and verify the Contractor’s compliance with the terms of this Contract. The Contractor shall keep the IAEA duly apprised of the status of the Services by submitting to the IAEA the Deliverable Data Items specified in Annex B (“Statement of Work”), including information on the progress of the Services, scheduled dates for shipments, status of export/import licenses and other required authorizations, anticipated delivery dates, and any other relevant information that the IAEA may reasonably require. The Final Report of Operation shall be submitted to the IAEA within four (4) weeks after the Material has been accepted by the Authorized Recipient.
5. In the event that the IAEA is not satisfied with the Final Report of Operation in accordance with paragraph 4 above, the Contractor shall perform any remedial action requested by the IAEA in order to remedy the defects and shall re-submit the revised Final Report of Operation within one (1) month of reported deficiencies.
6. At all times, the Contractor shall bear sole responsibility for the health and safety of its employees and in no circumstances shall the End-User or the IAEA, bear any responsibility for the welfare and safety of the Contractor’s employees and related personnel.
7. The Contractor shall under-take all preparatory work and shall make all necessary arrangements including applying for and obtaining all authorizations necessary for the performance of the Work under this Contract, including import and export permits and customs clearances for any equipment and material to be used by the Contractor in connection with this Contract and for their re-export at the end of the Work, and authorizations necessary for the packing and transportation of the Material. The Contractor shall provide the End-User with a list of such equipment and tools

four (4) weeks in advance of the importation or re-export, unless otherwise agreed by the IAEA in writing. The Contractor shall provide the End-User and the Authorised Recipient, all assistance as may be required for obtaining all necessary authorizations and documents in **Slovenia**.

8. The Contractor shall provide qualified English-speaking personnel as necessary to perform the Work under this Contract. The IAEA shall be notified of the key persons in advance of the performance of the Work, and the key persons shall be available for possible tasks related to the Work throughout the duration of this Contract period. Any replacement of the key personnel shall be notified to the IAEA at least four (4) weeks in advance and is subject to prior written approval of the IAEA.
9. The Contractor shall be responsible for making all necessary arrangements with the Authorized Recipient in respect of the Material.
10. The Contractor shall obtain all clearances required from the applicable port or airport authorities in the countries through which the consignment with the Material may pass.
11. The Contractor shall carry out the operation of Material preparation, as well as removing and packaging the Material into a certified transport package that is approved for international transport of its content.
12. The Contractor shall prepare, together with the End-User, the "Title Transfer Document" envisaged by paragraph 1 of Article 6 ("Title and Risk to the Material - Transport and Hand Over of the Material") of this Contract and sign it prior to transport.
13. The Contractor shall deposit and handover the Material to the Authorized Recipient for final management in accordance with the relevant IAEA Safety Standards and security guidance documents.
14. The Contractor shall provide proof to the IAEA of transfer to the Authorized Recipient including both photographic proof of delivery and written acceptance of the Material.
15. The Contractor shall ensure that any parts of the device from which the Material is removed, and that are not being transported out of **Slovenia**, are fit for free release in-country, in accordance with the requirements established by the regulatory body in **Slovenia**.
16. The Contractor shall complete the Work no later than **six (6) months** after the entry into force of the Contract and shall use its best efforts to complete by the estimated date specified in Annex C (Contractor's proposal). Any reasonable possibility of deviation from the agreed timeline shall be notified to the IAEA with reasons and be approved by the IAEA Point of Contact for Contractual Matters, as specified in Article 11 ("Points of Contact"), in written by email.

#### **Article 4**

##### **Responsibilities of the End-User**

1. In addition to the obligations set out in this Contract, the End-User shall take every reasonable measure and make all necessary arrangements to ensure the efficient and proper execution of the Work under this Contract at no additional cost to the IAEA and within the timelines indicated in this Contract and its Annexes.
2. In particular, the End-User shall:
  - (i) Inform itself of the terms and conditions set out in RSA, and take all necessary measures and make all necessary arrangements to facilitate the implementation of the Project in accordance with this Contract for TC project number INT9182;
  - (ii) timely provide the Contractor with all information and support that may be needed to obtain authorizations, including import and export permits, required for the performance of the Work under this Contract;
  - (iii) issue to the Contractor a *pro forma* invoice for customs purposes, and in case the End-User is not commercially authorized to issue *pro forma* invoices for radioactive materials (“Class 7 Material”), the End-User shall nominate a local company to issue such *pro forma* invoice on its behalf;
  - (iv) obtain all authorizations necessary for the access of personnel of the Contractor or the IAEA to the End-User’s Facility and for the performance of the Work by the Contractor;
  - (v) cooperate in the implementation of security measures, including the provision of necessary security staff 24 hours a day, 7 days a week, during the recovery and conditioning operations at the End-User’s Facility;
  - (vi) assist in making arrangements for in-country transportation and accommodation of the Contractor’s staff; and
  - (vii) cooperate with the IAEA and take all necessary measures to enable the IAEA to monitor the development of the Work and verify the End-User’s compliance with the provisions of this Article.
3. The End-User shall bear all costs in connection with its commitments under this Contract.

#### **Article 5**

##### **Responsibilities of the IAEA**

1. The IAEA shall pay the Contract Price in accordance with the provisions of this Contract.
2. The IAEA shall respond promptly to requests for information by the Contractor and the End-User regarding the Work.

## **Article 6**

### **Title and Risk to the Material, Transport and Hand Over of the Material**

1. Title and Risk to the Material shall pass from the End-User to the Contractor upon loading of the Material into the transport package as documented in the “Title Transfer Document” signed by the End-User and the Contractor.
2. The Contractor shall be responsible for the transport of the Material from the End-User Facility to the Authorised Recipient in accordance with the provisions of this Contract. The Contractor shall notify the IAEA and the End-User of the date of transportation and provide all packaging and delivery details.

## **Article 7**

### **Deliverable Data Items**

1. Unless otherwise specified in this Contract, the Contractor shall provide the Deliverable Data Items to the IAEA and the End-User in English, in electronic format, as per Annex B (“Statement of Work”) to this Contract.
2. The Contractor shall guarantee that the Deliverable Data Items are clear, complete and correct, and fit for their intended use.
3. The Contractor shall take all appropriate measures and replace any Deliverable Data Items that does not comply with paragraphs 1 and 2 of this Article. The Contractor shall provide any additional documents and/or replacements required within fifteen (15) days of the receipt of the IAEA and/or the End-User's written notice to this effect. The delivery of additional documents and/or replacements shall be made at the Contractor's expense.

## **Article 8**

### **Contract Price**

1. The IAEA shall pay to the Contractor, in consideration of the complete, timely and satisfactory delivery of the Work by the Contractor, a Firm Fixed Price of [INSERT CURRENCY AND AMOUNT IN WORDS AND NUMBERS IN BRACKETS] (hereinafter referred to as the “Contract Price”).
2. The Contract Price shall be firm and fixed and shall not be subject to increase. The Contractor shall not provide any equipment or materials, or perform any work, which may result in any charges to the IAEA over and above the Contract Price, unless such charges have been explicitly authorized in writing by the IAEA prior to their incurrence as per Article 21 (“Modifications”) of Annex A (“IAEA General Conditions of Contract”) to this Contract.
3. The Contract Price shall not include any taxes, fees or customs duties, as referred to in Article 20 (“Tax Exemption”) of Annex A (“IAEA General Conditions of Contract”) to this Contract.



5. Notwithstanding anything to the contrary in this Contract, all taxes, customs and other duties due in connection with the performance of this Contract in the territory of the Contractor's country shall be borne by the Contractor.
6. Notwithstanding anything to the contrary in this Contract, all taxes, customs and other duties due in connection with the performance of this Contract in the territory of the End-User shall be borne by the End-User.

## **Article 9**

### **Payment**

1. The Contract Price shall be paid in accordance with the following payment schedule and subject to the following conditions:
  - (i) First Payment - [INSERT CURRENCY AND AMOUNT IN WORDS AND NUMBERS IN BRACKETS] representing (INSERT PERCENTAGE IN NUMBER) of the Contract Price, upon receipt and acceptance by the IAEA and the End-User of the Removal Plan submitted by the Contractor in accordance with Annex B ("Statement of Work") to this Contract; and
  - (ii) Second Payment - [INSERT CURRENCY AND AMOUNT IN WORDS AND NUMBERS IN BRACKETS] representing (INSERT PERCENTAGE IN NUMBER) of the Contract Price, upon receipt and acceptance by the IAEA of the Final Report of Operation submitted by the Contractor in accordance with Annex B ("Statement of Work") to this Contract.
2. The IAEA shall make payments to the Contractor on the basis of invoices submitted by the Contractor as indicated in this Article. All payments shall be made within thirty (30) days of the receipt and acceptance of the original invoice, provided that the Work has been satisfactorily completed by the Contractor and accepted by the IAEA. The making of any payment hereunder by the IAEA shall not be construed as an unconditional acceptance by the IAEA of the Work performed by the Contractor up to the time of such payment.
3. The Contractor shall submit an invoice marked with this Contract number in respect of each agreed payment. Invoices shall be submitted electronically, from the Contractor's official email address in PDF format to the IAEA's electronic address specified in Article 8 ("Points of Contact") below, or through the IAEA iSupplier portal at <https://suppliers.iaea.org>
4. All invoices shall indicate the amount that is due to be paid by the IAEA and shall indicate any applicable discounts for early payment. Each invoice shall be supported by appropriate documentation to substantiate the invoice. Each invoice shall contain detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT and/or ABA codes for payment by electronic transfer.

## **Article 10**

### **Changes in Conditions and Suspension of the Work**

1. If there are radioactive sources which are not hermetic or cannot be safely extracted from their containment, the Contractor shall, in addition to any measures required under the laws, norms, standards and regulations listed in Article 3.2 of this Contract:
  - (i) suspend Work;
  - (ii) ensure the safety of the premises and all persons involved in the Work; and
  - (iii) notify the IAEA and the relevant national authorities no later than three (3) days of identifying the situation. On receipt of the notice required under this Article, the IAEA shall take such action as, in its sole discretion, it considers appropriate or necessary in the circumstances.
2. If at any time during the performance of the Work the Contractor encounters any radioactive contamination, the Contractor shall suspend the Work and inform the End-User and the IAEA immediately through the points of contact in Article 11 ("Points of Contact") of this Contract. Determination of the continuation of Work will be discussed and approved in writing by the Parties.
3. If the radioactive contamination is caused by the Contractor, the Contractor shall be responsible for all associated decontamination and remediation activities and radioactive waste management in consultation with the End-User and Regulatory Body. All costs shall be borne by the Contractor.
4. Where notice of suspension is given in accordance with paragraphs 2. And 3. of Article, the Contractor shall, as from the date such notice of suspension, take immediate steps to cease the Work in a prompt and orderly manner, reduce expenses to a minimum and not undertake any further commitment. The Contractor shall be paid for all costs properly incurred to the date of suspension in accordance with Article 9.1 of this Contract.

## **Article 11**

### **Points of Contact**

1. Official notices related to the Contract shall be in English and delivered by hand or sent by registered mail, fax or any standard recognized form of electronic communication (such as E-mail, certified electronic mail or any future standard commercial communication method) to the address of the recipient Party defined in the Contract. All communication relating to the execution of this Contract shall be made or confirmed in writing in English to:

(a) **For the IAEA:**

*For Technical Matters:*

[Mr/Ms – INSERT NAME]

International Atomic Energy Agency (IAEA)

Vienna International Centre, P.O. Box 100

1400 Vienna, Austria

Tel: +43 (1) 2600 [PLEASE INSERT EXTENSION]

Fax: +43(1) 2600 [PLEASE INSERT EXTENSION]

Email: [PLEASE INSERT EMAIL]

*For Project Management Matters:*

[Mr/Ms – INSERT NAME]

International Atomic Energy Agency (IAEA)

Vienna International Centre, P.O. Box 100

1400 Vienna, Austria

Tel: +43 (1) 2600 [PLEASE INSERT EXTENSION]

Fax: +43(1) 2600 [PLEASE INSERT EXTENSION]

Email: [PLEASE INSERT EMAIL]

*For Emergency Matters:*

**International Emergency Centre**

International Atomic Energy Agency (IAEA)

Vienna International Centre, P.O. Box 100

1400 Vienna, Austria

Tel: +43 (1) 2600 [PLEASE INSERT EXTENSION]

Fax: +43(1) 2600 [PLEASE INSERT EXTENSION]

Email: [PLEASE INSERT EMAIL]

*For Contractual Matters:*

[Mr/Ms – INSERT NAME]

International Atomic Energy Agency (IAEA)

Vienna International Centre, P.O. Box 100

1400 Vienna, Austria

Tel: +43 (1) 2600 [PLEASE INSERT EXTENSION]

Fax: +43(1) 2600 [PLEASE INSERT EXTENSION]

Email: [PLEASE INSERT EMAIL]

*For Invoices and related Enquiries:*

International Atomic Energy Agency (IAEA)  
MTBF General Accounts Payable  
Vienna International Centre, P.O. Box 100  
1400 Vienna, Austria  
Tel: +43 (1) 2600 [PLEASE INSERT EXTENSION]  
Fax: +43(1) 2600 [PLEASE INSERT EXTENSION]  
Email: [AccountsPayable@iaea.org](mailto:AccountsPayable@iaea.org)

**(b) For the Contractor:**

[INSERT CONTRACTOR'S NAME]  
[INSERT ADDRESS]  
Tel: [PLEASE INSERT NUMBER]  
Fax: [PLEASE INSERT NUMBER]  
Mobile: [PLEASE INSERT NUMBER]  
E-mail: [PLEASE INSERT EMAIL]

**(c) For the End-User:**

[INSERT END-USER'S NAME]  
[INSERT ADDRESS]  
Tel: [PLEASE INSERT NUMBER]  
Fax: [PLEASE INSERT NUMBER]  
Mobile: [PLEASE INSERT NUMBER]  
E-mail: [PLEASE INSERT EMAIL]

2. Either Party may change its address above by giving notice in accordance with this Article.
3. Except as provided in paragraph 4. of this Article, any communication in connection with the Contract shall be given as follows:
  - (i) if delivered in person, at the time of delivery;
  - (ii) if by registered mail or courier, when received;
  - (iii) if by fax, when received in legible form; or
  - (iv) if by electronic communication, when retrievable by the IAEA in document form.
4. A communication that is received or becomes retrievable on a non-working day, or after business hours at the seat of the IAEA, will be deemed to have been given on the next working day of the IAEA.

## **Article 12**

### **Contract Documents**

1. The following Annexes shall form an integral part of this Contract:
  - Annex A: IAEA General Conditions of Contract for Goods and Services **Rev. Aug 2019**;
  - Annex B: Statement of Work; and
  - Annex C: Contractor's Proposal.
2. All terms and conditions of this Contract shall be interpreted as complementary to each other. Should any ambiguities, inconsistencies, conflicts or discrepancies arise, the following order of priority shall apply:
  - this document; and
  - the Annexes, noting that precedence is given according to the alphabetical order.
3. This document and the Annexes are collectively referred to herein as "the Contract" or "this Contract". Without prejudice to Article 21 ("Modifications") of Annex A ("IAEA General Conditions of Contract") to this Contract, this Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, proposals, agreements, and contracts, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as expressly set forth herein.
4. Any invoice, receipt or other document issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any inconsistency, the terms and conditions of this Contract shall prevail.

## **Article 13**

### **Entry into Force and Duration**

1. This Contract shall enter into force upon the date of the last signature by the duly authorized representatives of the Parties, and it shall remain in force until the Parties fulfil all their obligations hereunder unless terminated earlier pursuant to the terms of this Contract.
2. The Contract shall be issued and signed in three (3) originals (one original for each Party) in the English language.

**FOR the International Atomic Energy  
Agency:**

**FOR [INSERT CONTRACTOR'S  
NAME]:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Place and Date)

\_\_\_\_\_  
(Place and Date)

**FOR [INSERT END-USER'S  
NAME]:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Place and Date)