

# Contract

## Project title: Closure Planner

between

**National Cooperative for the Disposal of Radioactive Waste,  
Nagra**

Hardstrasse 73  
Postfach 280  
5430 Wettingen

(hereafter "**the Client**")

and

**Company**

Street  
City

or

**Planner Association** (simple society), consisting of

Company 1 (lead company)

Address

Company 2

Company 3

...

(hereafter "**the Contractor**").

## 1. Object of the contract

As part of the overall project Stage 3 of the Sectoral Plan process/General licence application (E3/RBG), the Contractor provides planning services for deep geological repositories with the overarching objective of preparing and submitting the documents for the general licence applications.

The mandate of the Closure Planner (VP) comprises services for the further development and evaluation of the existing, site-independent concepts for the topics of emplacement of the disposal containers, backfilling and sealing of drifts and caverns, closure of the access structures and waste retrieval. The results of the work to be documented and serve as the basis for updating the Waste Management Programme (WMP21) and for site selection, as well as for the decision on combined/separate repositories (2022). Following the siting decision, the repository project for the selected site will be further substantiated and documented. The corresponding documents form the basis for the general licence application (RBG) documentation.

Unless otherwise agreed in writing during the duration of this contract, the Contractor shall provide the services specified in the description of services and in the tender documents.

## 2. Parts of the contract

The parts of the contract have the following ranking order:

- a) The present contract
- b) The bid of the Contractor dated dd.mm.yyyy, clarified on dd.mm.yyyy
- c) Description of services (tender documentation dated dd.mm.yyyy)
- d) General terms and conditions (GTC) of Nagra

## 3. Duration of the contract

The present contract enters into force with signature by both parties and remains in force until the submission of the general licence application in SGT Stage 3, plus an additional 6 months (presumably until May 2025).

At the end of the contract period, the Client has the unilateral option to extend this contract by up to 2 years, based on the same fee calculation and with identical personnel on the part of the Contractor. A first extension of the contract can be initiated by the Client at the latest up to 6 months before the signed contract expires. Each further contract extension can be implemented with 3 months' prior notice for a period of at least 3 months.

## 4. Services of the Contractor

A summary of the services to be provided by the Contractor is provided in the document description of services and in the bid of the Contractor. They are continuously specified and commissioned by the Client in the form of more specific orders with a concrete scope of services and cost ceiling on the basis of this contract.

## 5. Remuneration

### 5.1 Type of remuneration

The remuneration shall be in accordance with time tariff with a cost ceiling and shall be based on the fees and allocation of Work as offered by the Contractor (see section 2). The

estimated total costs may not be exceeded without the prior written consent of the Client (cost ceiling).

The Contractor has no entitlement to the number of hours estimated in the bid form.

## **5.2 Remuneration of additional costs**

The specifications in the tender documents / bid apply. Unproductive time and travel time will not be reimbursed.

## **5.3 Inflation**

Price changes due to inflation shall be calculated in accordance with the version of standard SIA 126 valid at the time of conclusion of the contract.

## **5.4 Specification and remuneration of services**

The services listed in the description of services and in the tender documents are defined as being exhaustive. If it transpires during the execution of the contract that services require to be defined in more detail, the Client shall specify these services.

Remuneration for any additional services defined after conclusion of the contract shall be by mutual agreement prior to commencement of the work. This is based on the time tariffs offered with cost ceiling.

# **6. Invoicing and payment**

## **6.1 Invoicing**

The amounts mentioned in this contract are exclusive of applicable value added tax. The value added tax is to be stated separately on the invoices.

Invoices must be issued in Swiss Francs and must contain all the information required by the legislation on value added tax, be correctly addressed and include the relevant order number.

The Contractor invoices on a monthly basis. The invoicing must refer in detail and verifiably to the services owed and rendered according to the individual orders. The Contractor must specify in detail for each employee what services are invoiced and how much time they took.

Invoices with insufficient or incorrect information are invalid. They will be returned and must be reissued and provided with the current invoice date.

The invoicing address is:

National Cooperative for the Disposal of Radioactive Waste,  
Nagra  
Main project ABU, Closure Planner (VP)  
Hardstrasse 73, Postfach 280  
CH-5430 Wettingen  
Switzerland

The template for the Nagra invoice cover sheet must be used.

## **6.2 Terms of payment**

Properly delivered invoices become due upon receipt at the address indicated. The Client makes payments due within 30 days net or within 15 days with 2% deduction.

## **7. General and specific contract conditions**

### **7.1 Duty of due diligence and loyalty**

The Contractor must preserve the interests of the Client to the best of his knowledge and ability. The Contractor must perform the agreed services competently, professionally and accurately.

### **7.2 Duty to provide information and reminders**

The Contractor shall regularly inform the Client of the progress and results of his work. The Contractor shall inform the Client without delay in writing of any circumstances which could impede the correct performance of the obligations of the Contractor under the contract.

In particular, the Contractor shall inform the Client immediately and comprehensively in writing of any recognisable deviations from the agreed performance costs, any possible exceeding of the cost ceiling agreed in a services agreement and of any developments which, for technical or economic reasons, make a change in the agreed services appear to be indicated.

At the request of the Client, the Contractor shall at all times give an account of his management of the project and provide all documents, such as interim reports, working papers, studies, drawings, calculations, etc., as well as data prepared within the framework of the contract.

### **7.3 Assignment of personnel**

In the event of an unavoidable change of key personnel, the Contractor is obliged to propose an equivalent replacement. The replacement can only be made after prior consent of the Client. Otherwise, the Client may terminate the contract without notice and without further cost consequences.

### **7.4 Non-fulfillment**

The Contractor is considered not to have fulfilled if he does not comply with a deadline agreed by the Parties or extended by reminder and setting of an extension period, as well as in all cases of impossibility of performance of services in conformity with the contract caused by or for which the Contractor is responsible. If the Contractor fails to perform by the end of the extended period, this shall be deemed a significant breach of a material provision of this contract. The Client is then entitled to withdraw from the contract with immediate effect. The services rendered in conformity with the contract up to termination shall be remunerated.

## 7.5 Confidentiality and data protection

All the knowledge and results acquired in the course of the collaboration with Nagra must in principle be treated as confidential. Confidentiality shall be maintained before and after the conclusion of the contract and shall continue to exist after termination of the contractual relationship.

In particular, the Contractor undertakes not to use or make available to third parties for any purposes other than those of Nagra all the contents of the contract and all information and data, specifications, raw data, drafts, drawings, IT data and all other data in written or electronic form as a result of the cooperation, unless Nagra has given its written consent for such information to be passed on or published.

No specific, exploitable information about the status of the work and about existing or presumed results may be provided to third parties. Appropriate measures must be taken to ensure that employees, subcontractors and their representatives are bound by the data protection obligations.

## 7.6 GTC

The Client does not accept general terms and conditions (GTC) of the Contractor. The general terms and conditions of Nagra apply.

## 7.7 Delegation and subcontracting

Neither party may assign any right or obligation under this contract without the prior written consent of the other party. The Contractor may not subcontract any part of his obligations under this contract without the prior written consent of the Client.

Any subcontracting on the part of the Contractor shall be at his own expense and risk.

## 7.8 Insurances

The Contractor declares to have taken out the following liability insurance for the duration of the contract, to maintain the insurance for the duration of the contract and to deliver the corresponding valid insurance certificates to the Client on request:

Coverage for personal injury, property damage and consequential damages:

CHF 10'000'000.00

Insurance company .....

Policy numbers .....

Excess per loss/damage event CHF .....

(max. 20% of the insured sum)

## 7.9 Applicable law and resolution of disputes

The contract between the Contractor and the Client is subject exclusively to Swiss law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention) is excluded. The place of jurisdiction shall be the registered office of Nagra in Wettingen/Canton Aargau and the language of the proceedings shall be German. Changes or additions to the contract must be made in writing to be binding. In the event of differences arising from or in connection with the present contract, the contracting parties undertake to seek a mutual agreement before bringing the matter before the competent court. This also includes differences regarding the valid conclusion of the contract, its legal validity, its amendments or dissolution.

## 7.10 Execution

The present contract document is issued in 2 identical copies. The Contractor and the Client have each received 1 signed copy.

For the Client:

For the Contractor:

Wettingen, ..... xxxxx, .....

**National Cooperative for the Disposal of  
Radioactive Waste, Nagra** xxxxx

.....  
Name: Dr. Thomas Ernst  
Title: Chief Executive Officer

.....  
Name: xxxxx  
Title: xxxxx

.....  
Name: Patrick Senn  
Title: Division Head Planning &  
Construction of Deep Geological  
Repositories

.....  
Name: xxxxx  
Title: xxxxx

Annexes:      1: Clarification of the bid dated dd.mm.yyyy  
                  2: Bid of the Contractor dated dd.mm.yyyy, clarified on dd.mm.yyyy  
                  3: Specification of services (tender documents dated dd.mm.yyyy)  
                  4: General Terms and Conditions (GTC) of Nagra