

**PAPILDOMAS SUSITARIMAS NR. 1
PRIE IGNALINOS PROGRAMOS
DOTACIJOS NR. R3D.01 2023-01-11
PAGRINDINĖS SUTARTIES NR. PSt-
16(13.67)**

2023-__ - __
Visaginas

VĮ Ignalinos atominė elektrinė, pagal Lietuvos Respublikos įstatymus įsteigta ir veikianti įmonė, kurios registruota buveinė yra adresu Elektrinės g. 4, K 47, Drūkšinių k., LT-31152 Visagino sav., juridinio asmens kodas 255450080, PVM mokėtojo kodas LT554500811, duomenys apie įmonę kaupiami ir saugomi Lietuvos Respublikos juridinių asmenų registre, atstovaujama [REDACTED], veikiančio pagal VĮ Ignalinos atominės elektrinės įstatus (toliau – **Pirkėjas**), ir

Jungtinės veiklos pagrindu veikianti ūkio subjektų grupė, sudaryta iš Electricité de France, SA, pagal Prancūzijos Respublikos įstatymus įsteigtos ir veikiančios įmonės, kurios registruota buveinė yra adresu 22-30 avenue de Wagram, FR-75008 Paris, France, juridinio asmens kodas 552081317, PVM mokėtojo kodas FR03552081317, duomenys apie įmonę kaupiami ir saugomi Prancūzijos Respublikos įmonių registre, **GRAPHITECH, SAS**, pagal Prancūzijos Respublikos įstatymus įsteigtos ir veikiančios įmonės, kurios registruota buveinė yra adresu 196 avenue Thiers, FR-69006 Lyon, France, juridinio asmens kodas 824564900, PVM mokėtojo kodas FR33824564900, duomenys apie bendrovę kaupiami ir saugomi

**SUPPLEMENTARY AGREEMENT NO. 1
TO IGNALINA PROGRAM GRANT
NO. R3D.01 MAIN CONTRACT
NO. PSt-16(13.67),
DATED 01/11/2023**

__ / __ /2023
Visaginas

SE Ignalina Nuclear Power Plant, a company incorporated and operating under the laws of the Republic of Lithuania, with the registered office address at Elektrinės str. 4, K 47, Drūkšiniai village, LT-31152 Visaginas eldership, legal entity code 255450080, VAT number LT554500811, data on the company is collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by [REDACTED], acting in accordance with the articles of association (hereinafter – **the Purchaser**), and

A group of economic entities operating based on joint venture, consisting of Electricité de France, SA, a company incorporated and operating under the laws of the Republic of France, legal entity code 552081317, VAT number FR03552081317, with the registered office address at 22-30 avenue de Wagram, FR-75008 Paris, France, data on the company is collected and stored in French company register, **GRAPHITECH, SAS**, a company incorporated and operating under the laws of the Republic of France, legal entity code 824564900, VAT number FR33824564900, with the registered office address at 196 avenue Thiers, FR-69006 Lyon, France, data on the company is collected and stored in French company register, and **Cyclife**

Prancūzijos Respublikos įmonių registre, ir **Cyclife Engineering, SAS**, pagal Prancūzijos Respublikos įstatymus įsteigta ir veikianti įmonė, kurios registruota buveinė yra adresu 20 place de la Défense – Tour PB6, Paris La Défense, FR-92800 Puteaux–France, juridinio asmens kodas 808537856, PVM mokėtojo kodas FR55808537856, duomenys apie įmonę kaupiami ir saugomi Prancūzijos Respublikos įmonių registre, atstovaujama atsakingojo partnerio Electricité de France, SA, [REDACTED], [REDACTED], veikiančios pagal 2022-10-13 jungtinės veiklos sutartį, su visais pakeitimais (toliau – **Tiekėjas**),

Pirkėjas ir Tiekėjas, toliau kartu vadinami **Šalimis**, o atskirai – **Šalimi**,

–atsižvelgdami į tai, kad vadovaujantis viešojo pirkimo Nr. 547256 dėl Inžinerinių paslaugų, susijusių su Ignalinos atominės elektrinės reaktorių šerdžių išmontavimu, teikimo rezultatais, Pirkėjas ir Tiekėjas sudarė Ignalinos Programos dotacijos Nr. R3D.01 2022-12-29 preliminariąją sutartį Nr. PSt-393(13.67E) dėl Inžinerinių paslaugų, susijusių su Ignalinos atominės elektrinės reaktorių šerdžių išmontavimu, teikimo (toliau – **Preliminarioji sutartis**), įsigaliojusią 2022-12-28,

–atsižvelgdami į tai, kad vykdant Preliminariąją sutartį Tiekėjas nustatė poreikį įtraukti į savo jungtinės veiklos pagrindų veikiančią ūkio subjektų grupę papildomą partnerį ir pakeisti Preliminariosios sutarties 7 priedą (ekspertų sąrašą), tokiu būdu pakeičiant Preliminariąją sutartį,

Engineering, SAS, a company incorporated and operating under the laws of the Republic of France, whose registered office is 20 place de la Défense – Tour PB6, Paris La Défense, FR-92800 Puteaux–France, legal entity code 808537856, VAT number FR55808537856, company data is collected and stored in the French company register, represented by

[REDACTED], acting in accordance with the consortium agreement, dated 10/13/2022, including all amendments (hereinafter – **the Supplier**),

hereinafter the Purchaser and the Supplier are referred to separately as **the Party** and both together as **the Parties**,

–whereas following the results of Tenderer of the public procurement No. 547256 regarding Engineering Services related to dismantling of Ignalina Nuclear Power Plant, the Purchaser and the Supplier have concluded the Ignalina Program Grant No. R3D.01 Framework Agreement No. 393(13.67E) regarding the provision of Engineering Services related to dismantling of Ignalina Nuclear Power Plant, dated 12/29/2022 (hereinafter – Framework Agreement), which entered into force on 12/28/2022,

–whereas during the implementation of the Framework Agreement the Supplier determined the need to include an additional partner in its group of economic entities operating based on joint venture and to change Annex No. 7 of the Preliminary Agreement (List of Experts) thereby making amendments

<p>–atsižvelgdami į tai, kad apie poreikį atlikti nurodytus Preliminariosios sutarties pakeitimus Tiekėjas pranešė Pirkėjui 2023-01-24 raštu Nr. D455523001033, 2023-03-03 raštu Nr. D455523003123 bei 2023-03-23 raštu Nr. D455523004208, ir Pirkėjas, išnagrinėjęs šį prašymą, 2023-03-15 raštu Nr. ĮS-1278(13.67E) bei 2023-03-27 raštu Nr. ĮS-1455(13.67E) informavo Tiekėją, kad atitinkamą prašymą tenkina, ir Tiekėjas sudarė 2023-03-27 papildomą susitarimą Nr. 3 prie 2022-10-13 jungtinės veiklos sutarties,</p> <p>–atsižvelgdami į tai, kad siekdamos įforminti pakeitimus Tiekėjo jungtinėje veikloje (konsorciume) ir pakeitimus Preliminariosios sutarties 7 priede (ekspertų sąrašą), vadovaujantis Preliminariosios sutarties 8.1.2, 8.1.3, 8.2, 8.3, 11.3 bei 11.4 punktų sąlygomis ir Lietuvos Respublikos viešųjų pirkimų įstatymo 89 straipsnio 1 dalies 5 punkto nuostatomis, Šalys susitarė atlikti Preliminariosios sutarties pakeitimą, kuris nėra esminis ir kuriuo iš esmės nepakeičiamas Preliminariosios sutarties pobūdis,</p> <p>–atsižvelgdami į tai, kad 2023-04-27 papildomas susitarimas Nr. 1 / PStS-40(13.67E) prie Preliminariosios sutarties (toliau – Susitarimas prie Preliminariosios sutarties) buvo sudarytas 2023-04-27, ir šiuo Susitarimu prie Preliminariosios sutarties buvo susitarta, kad atlikti Preliminariosios sutarties pakeitimai taip pat yra aktualūs Preliminariosios sutarties pagrindu sudarytai</p>	<p>to the Framework Agreement,</p> <p>–whereas the Supplier notified the Purchaser of the need to make the specified changes to the Framework Agreement on 01/24/2023, through letter No. D455523001033, 03/03/2023, through letter No. D455523003123, and 03/23/2023, through letter No. D455523004208, and upon examining this request, the Purchaser informed the Supplier about satisfying this request on 03/15/2023, through letter No. ĮS-1278(13.67E), and 03/27/2023, through letter No. ĮS-1455(13.67E), and the Supplier has concluded a supplementary agreement No. 3 to the joint venture agreement of 10/13/2022, dated 03/27/2023,</p> <p>–whereas in order to formalise changes to the Supplier’s joint venture (consortium) and changes to Annex No. 7 of the Preliminary Agreement (List of Experts), following the terms of Art. 8.1.2, 8.1.3, 8.2, 8.3, 11.3 and 11.4 of the Framework Agreement and the provisions of Art. 89, Part 1, Clause 5 of the Public Procurement Law of the Republic of Lithuania, agreed to amend the Framework Agreement through non-essential changes which do not fundamentally change the nature of the Framework Agreement,</p> <p>–whereas the Supplementary Agreement No. 1 / PStS-40(13.67E) to Framework Agreement, dated 04/27/2023 (hereinafter – Supplementary Agreement to Framework Agreement) was concluded on 04/27/2023, and by this Supplementary Agreement to Framework Agreement it was agreed that the changes made to Framework Agreement are also relevant for Ignalina Program Grant No.</p>
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<p>Ignalinos Programos dotacijos Nr. R3D.01 2023-01-11 pagrindinei sutarčiai Nr. PSt-16(13.67) dėl Inžinerinių paslaugų, susijusių su Ignalinos atominės elektrinės reaktorių šerdžių išmontavimu, teikimo (toliau – Pagrindinė sutartis) ir, kad atitinkami Pagrindinės sutarties pakeitimai bus įforminti įsigaliojus Pagrindinei sutarčiai ir Šalims sudarius Susitarimą prie Preliminariosios sutarties,</p> <p>–atsižvelgdami į tai, kad Pagrindinė sutartis įsigaliojo 2023-04-27 ir Papildomas susitarimas prie Preliminariosios sutarties buvo sudarytas pirmiau nurodyta data – 2023-04-27,</p> <p>siekdamos įforminti pakeitimus Tiekėjo jungtinėje veikloje (konsorciume) ir pakeitimus Pagrindinės sutarties specialiųjų sąlygų 2 priede (ekspertų sąrašė), vadovaujantis Pagrindinės sutarties bendrųjų sąlygų 8.2.2, 8.2.3, 8.3, 8.4, 21.3 bei 21.4 punktų sąlygomis ir Lietuvos Respublikos viešųjų pirkimų įstatymo 89 straipsnio 1 dalies 5 punkto nuostatomis, Šalys susitarė atlikti Pagrindinės sutarties pakeitimą, kuris nėra esminis ir kuriuo iš esmės nepakeičiamas Pagrindinės sutarties pobūdis, sudarant šį papildomą susitarimą (toliau – Susitarimas).</p> <p>1. Šiuo Susitarimu, Šalys susitaria:</p> <p>1.1. Pakeisti Pagrindinę sutartį pagal šio Susitarimo 1 priedu pateiktą 2023-03-27 papildomą susitarimą Nr. 3 prie 2022-10-13 jungtinės veiklos sutarties, įtraukiant į Tiekėjo jungtinės veiklos pagrindų veikiančią ūkio subjektų grupę papildomą partnerį, kurio</p>	<p>R3D.01 Main Contract No. PSt-16(13.67) regarding the provision of Engineering services related to dismantling of Ignalina Nuclear Power Plant, dated 01/11/2023 (hereinafter – the Main Contract), which was concluded on the basis of Framework Agreement, and, that such changes shall be implemented to Main Contract after the Main Contract enters into force and the Parties conclude the Supplementary Agreement to Framework Agreement,</p> <p>–whereas the Main Contract has entered into force on 04/27/2023 and the Supplementary Agreement to Framework Agreement was concluded on aforementioned date – 04/27/2023,</p> <p>in order to formalise changes to the Supplier’s joint venture (consortium) and changes to Annex No. 2 of the General Terms and Conditions of Main Contract (List of Experts), following the terms of Art. 8.2.2, 8.2.3, 8.3, 8.4, 21.3 and 21.4 of the General Terms and Conditions of Main Contract and the provisions of Art. 89, Part 1, Clause 5 of the Public Procurement Law of the Republic of Lithuania, agreed to amend the Main Contract through non-essential changes which do not fundamentally change the nature of the Main Contract, by concluding this supplementary agreement (hereinafter – the Agreement).</p> <p>1. With this Agreement, the Parties agree:</p> <p>1.1. To amend the Main Contract in accordance with the supplementary agreement No. 3 to the joint venture agreement of 10/13/2022, dated 03/27/2023, presented in Annex No. 1 of this Agreement, by including an additional partner to Supplier’s joint</p>
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pajėgumais Tiekėjas nesiremia – Electricité de France, SA, dukterinę įmonę Cyclife Engineering, SAS, pagal Prancūzijos Respublikos įstatymus įsteigta ir veikianti įmonė, kurios registruota buveinė yra adresu 20 place de la Défense – Tour PB6, Paris La Défense, FR-92800 Puteaux–France, juridinio asmens kodas 808537856, PVM mokėtojo kodas FR55808537856, duomenys apie įmonę kaupiami ir saugomi Prancūzijos Respublikos įmonių registre.

1.1.1. Nuo šio Susitarimo įsigaliojimo dienos, Pagrindinės sutarties šalimi–tiekėju (Teikėju) laikoma Jungtinės veiklos pagrindu veikianti ūkio subjektų grupė, sudaryta iš Electricité de France, SA, GRAPHITECH, SAS, ir Cyclife Engineering, SAS.

1.1.2. Atsakinguoju Jungtinės veiklos pagrindu veikianti ūkio subjektų grupės partneriu toliau laikoma Electricité de France, SA.

1.2. Pakeisti Pagrindinės sutarties specialiuju sąlygų 2 priedą (ekspertų sąrašą) pagal šio Susitarimo 2 priedu pateiktą atnaujintą Pagrindinės sutarties specialiuju sąlygų 2 priedą (ekspertų sąrašą), keičiant šiame už projekto valdymo veiklas atsakingu paskirtą Electricité de France, SA, ekspertą [REDACTED] kitu Electricité de France, SA, ekspertu – [REDACTED], kurio kvalifikacija ir profesinė patirtis yra ne žemesnė nei keičiamo eksperto.

venture, on the capacities of which the Supplier does not rely – a subsidiary of Electricité de France, SA, Cyclife Engineering, SAS, a company incorporated and operating under the laws of the Republic of France, whose registered office is 20 place de la Défense – Tour PB6, Paris La Défense, FR-92800 Puteaux–France, legal entity code 808537856, VAT number FR55808537856, company data is collected and stored in the French company register.

1.1.1. From the date of entry into force of this Agreement, a group of economic entities operating based on joint venture, consisting of Electricité de France, SA, GRAPHITECH, SAS, and Cyclife Engineering, SAS, is the party–supplier (the Provider) of the Main Contract.

1.1.2. Electricité de France, SA remains the consortium leader of the group of economic entities operating based on joint venture.

1.2. To amend the Annex No. 2 (List of Experts) of the Special Terms and Conditions of Main Contract in accordance with the reviewed Annex No. 2 (List of Experts) of the Special Terms and Conditions of Main Contract presented in Annex No. 2 of this Agreement by replacing the expert of Electricité de France, SA, [REDACTED], who was appointed to be responsible for project management activities, with another Electricité de France, SA expert – [REDACTED], whose qualifications and professional experience are not inferior to those of the expert being replaced.

<p>2. Susitarimo įsigaliojimo data bus laikoma jo pasirašymo diena. Tuo atveju, jei Šalys pasirašo skirtingu metu, Susitarimo įsigaliojimo data laikoma paskutiniosios Šalies parašo data.</p> <p>4. Šalys susitaria keisti Pagrindinę sutartį tik šiame Susitarime nustatyta apimtimi, – visos kitos Pagrindinės sutarties nuostatos lieka galioti tiek, kiek neprieštarauja šiam Susitarimui, ir yra privalomos Pagrindinės sutarties Šalims.</p> <p>5. Susitarimo priedai laikoma neatskiriama šio Susitarimo dalimi; Susitarimo priedai:</p> <p>Priedas Nr. 1. 2023-03-27 papildomo susitarimo Nr. 3 prie 2022-10-13 jungtinės veiklos sutarties kopija, 8 lapai;</p> <p>Priedas Nr. 2. Atnaujintas Pagrindinės sutarties specialiųjų sąlygų 2 priedas (ekspertų sąrašas), 2 lapai;</p> <p>Priedas Nr. 3. Tiekėjo 2023-01-24 rašto Nr. D455523001033, su priedais, nuorašas, 40 lapų;</p> <p>Priedas Nr. 4. Tiekėjo 2023-03-03 rašto Nr. D455523003123, su priedais, nuorašas, 30 lapų;</p> <p>Priedas Nr. 5. Tiekėjo 2023-03-23 rašto Nr. D455523004208 nuorašas, 2 lapai;</p> <p>Priedas Nr. 6. Pirkėjo 2023-03-15 rašto Nr. ĮS-1278(13.67E) nuorašas, 6 lapai;</p> <p>Priedas Nr. 7. Pirkėjo 2023-03-27 rašto Nr. ĮS-1455(13.67E) nuorašas, 2 lapai.</p>	<p>2. The date of entry into force of the Agreement shall be considered the date of its signing. If the Parties sign at different time, the date of entry into force of the Agreement shall be considered the date of the last Party's signature.</p> <p>4. The Parties agree to amend the Main Contract only to the extent specified in this Agreement – all other provisions of the Main Contract remain valid to the extent in which they do not conflict with this Agreement and are binding on the Parties of Main Contract.</p> <p>5. Annexes to the Agreement are considered an integral part of this Agreement; Annexes to the Agreement:</p> <p>Annex No. 1. Supplementary agreement No. 3 of 03/27/2023 to the joint venture agreement of 10/13/2022;</p> <p>Annex No. 2. A reviewed Annex No. 2 of the Special Terms and Conditions of Main Contract (List of Experts), 2 pages;</p> <p>Annex No. 3. Copy of Supplier's letter No. D455523001033, dated 01/24/2023, incl. appendices, 40 pages;</p> <p>Annex No. 4. Copy of Supplier's letter No. D455523003123, dated 03/03/2023, incl. appendices, 30 pages;</p> <p>Annex No. 5. Copy of Supplier's letter No. D455523004208, dated 03/23/2023, 2 pages;</p> <p>Annex No. 6. Copy of Purchaser's letter No. ĮS-1278(13.67E), dated 03/15/2023, 6 pages;</p> <p>Annex No. 7. Copy of Purchaser's letter No. ĮS-1455(13.67E), dated 03/27/2023, 2 pages.</p>
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6. Susitarimas sudarytas dviem, vienodą juridinę galią turinčiais egzemplioriais, – po vieną kiekvienai Šaliai.

7. Šalių rekvizitai ir parašai:

7. The Agreement is concluded in two copies with equal legal force, one for each Party.

7. Details and signatures of the Parties:

Pirkėjas

Purchaser

**VĮ Ignalinos atominė elektrinė
SE Ignalina Nuclear Power Plant**

Adresas / Address:

Elektrinės g. 4, K 47, Drūkšinių k., LT-31152
Visagino sav.

Juridinio asmens kodas / legal entity code:
255450080

PVM mokėtojo kodas / VAT code:
LT554500811

Atsiskaitomoji sąskaita / Current account for
payments:

LT107300010002614996

AB Swedbank bankas, banko kodas 73000

Tel.: +37038628985; faksas: +37038624396

[Redacted signature area]

[Redacted signature area]

[Redacted signature area]

(data ir parašas)

(date and signature)

Tiekėjas

Supplier

Jungtinės veiklos pagrindu veikiančios ūkio subjektų grupės, sudarytos iš Electricité de France, SA, GRAPHITECH, SAS, ir Cyclife engineering, SAS, **atsakingasis partneris Electricité de France, SA**

Electricité de France, SA, the consortium leader of the group of economic entities operating based on joint venture, consisting of Electricité de France, SA, GRAPHITECH, SAS, and Cyclife Engineering, SAS

Adresas / Address:

22-30 avenue de Wagram, FR-75008 Paris,
France.

Juridinio asmens kodas / legal entity code:
552081317

PVM mokėtojo kodas / VAT code:
FR03552081317

Atsiskaitomoji sąskaita / Current account for
payments:

FR7630007000110002111239639

NATIXIS Paris, 30 avenue Pierre Mendès-
France 75013 PARIS, code banque 30007,
numéro de compte 00021112396

Tel.: +33650086043

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(data ir parašas)

(date and signature)

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AMENDMENT N°3 TO THE CONSORTIUM AGREEMENT
(the “AMENDMENT N°3”)

The present amendment, hereinafter the “AMENDMENT N°3”, is made on the 27.03.2023, hereinafter the “EFFECTIVE DATE”.

BETWEEN

ELECTRICITE DE FRANCE, a *société anonyme* incorporated under the laws of France, registered at the *Registre du Commerce et des Sociétés* of Paris under number 552 081 317, with its registered office at 22-30 avenue de Wagram 75008 Paris, France, represented by [REDACTED]

Hereinafter called “EDF”

AND

GRAPHITECH, a *société par actions simplifiée*, incorporated under the laws of France, registered at the *Registre du Commerce et des Sociétés* de Lyon under the number 824 564 900, with its registered office at 196 Avenue Thiers, 69006 Lyon, represented by [REDACTED]

Hereinafter called “GRAPHITECH”

AND

CYCLIFE ENGINEERING, a *société par actions simplifiée*, incorporated under the laws of France, registered at the *Registre du Commerce et des Sociétés* of Lyon, under the number 824 565 220, with its registered office at 196 Avenue Thiers, 69006 Lyon, represented by [REDACTED]

Hereinafter called “CYCLIFE ENGINEERING”

Hereinafter referred to individually as a “PARTY” and collectively as the “PARTIES”.

WHEREAS:

1. The PARTIES, SVERTAS AND EMPRESARIOS AGRUPADOS (EA) have signed the 31.08.2021 a consortium agreement, hereinafter the "AGREEMENT", in order to submit a joint tender for Engineering services associated with dismantling of Ignalina Nuclear Power Plant reactor-cores, a company incorporated and operating under the laws of the Republic of Lithuania (*hereinafter called "INPP"*).
2. The Lithuanian Commission for Coordination of Protection of Objects Critical for National Security (*hereinafter called the "Commission"*) stated in a letter dated 22.08.2022 that two partners of the AGREEMENT (EA and SVERTAS) have failed to conform the national security interests with the Law of the Republic of Lithuania on the Protection of Objects Critical for National Security.
3. The 31.08.2022, INPP and the Commission jointly agreed to suspend the tendering process in order for EDF and GRAPHITECH to submit a new joint venture (consortium) agreement, excluding EA and SVERTAS. As a result, EA and SVERTAS have accepted to withdraw from the AGREEMENT and EA, SVERTAS, GRAPHITECH and EDF have signed an amendment to the AGREEMENT the 13.09.2022, hereinafter the "AMENDMENT N°1" in order to acknowledge such withdrawal.
4. The 13.10.2022, EDF and GRAPHITECH signed a second amendment, hereinafter the "AMENDMENT N°2" in order to update the division of work and the proportionate share of the AGREEMENT between EDF and GRAPHITECH.
4. The INPP and the consortium constituted between GRAPHITECH and EDF signed a framework agreement the 28/12/2022 and the first main contract the 11/01/2023, for the performance of engineering services associated with dismantling of INPP.
5. To perform a part of the works, including critical works, GRAPHITECH and EDF intend to include CYCLIFE ENGINEERING as a consortium member and CYCLIFE ENGINEERING accepts to be integrated as a consortium member.

Now it is hereby agreed as follows:

ARTICLE 1. PURPOSE OF THE AMENDMENT

The purpose of the AMENDMENT N°3 is:

- To integrate CYCLIFE ENGINEERING as a consortium member
- Consequently:
 - To update the appendix related to the division of works
 - To update the appendix related to the contract prices and the proportionate shares

For the avoidance of doubts, the Parties acknowledge that some provisions of the AGREEMENT refer to the preparation and submission of the TENDER as part of the PROJECT (as those terms are defined in the AGREEMENT) and, therefore, are not relevant anymore, as:

- (i) The TENDER has already been properly submitted to the CLIENT, and
- (ii) A framework agreement and a first execution contract have already been signed by the consortium, constituted with EDF and GRAPHITECH, and by INPP.

The PARTIES agree that CYCLIFE ENGINEERING shall not be bound by the provisions of the AGREEMENT related to the preparation and submission of the TENDER, such as, but not limited to article 2.1, article 5, article 12.1.(i).

ARTICLE 2. MODIFICATIONS OF THE CONSORTIUM AGREEMENT

2.1. Modification of the appearance of the Parties

In the appearance of the Parties, page 3 of the AGREEMENT, after “(hereinafter called “**Graphitech**”) is introduced CYCLIFE ENGINEERING’s appearance:

“**CYCLIFE ENGINEERING**, a *société par actions simplifiée*, incorporated under the laws of France, registered at the Registre du Commerce et des Sociétés of Lyon, under the number 824 565 220, with its registered office at 196 Avenue Thiers, 69006 Lyon, represented by [REDACTED]

Hereinafter called “CYCLIFE ENGINEERING””

2.2. Modification of article 20 “NOTICES” of the AGREEMENT

At the end of the article 20 of the AGREEMENT, is added the following paragraph:

“CYCLIFE ENGINEERING

- Att: [REDACTED]
- Domicile: [REDACTED]

2.3. Modification of the Annexure (1) “SCOPE OF WORKS”

The Annexure (1) “SCOPE OF WORKS” of the AGREEMENT, as may be modified by the AMENDMENT N°1 and AMENDMENT N°2, is deleted and replaced by the annexure n°1 of the present AMENDMENT N°3.

2.4. Modification of the Annexure (4) “TENDER/CONTRACT PRICES AND PROPORTIONATE SHARE”

The Annexure (4) “TENDER/CONTRACT PRICES AND PROPORTIONATE SHARE” of the AGREEMENT, as may be modified by the AMENDMENT N°1 and AMENDMENT N°2, is deleted and replaced by the annexure n°2 of the present AMENDMENT N°3.

ARTICLE 3. ENTRY INTO FORCE

This AMENDMENT N°3 shall entry into force on the EFFECTIVE DATE.

ARTICLE 4. MISCELLANEOUS

4.1. Effect of the AMENDMENT N°3

Except as amended hereby, all other terms and conditions of the AGREEMENT shall remain in full force and effect. In the event of any contradictions or discrepancies between the contents of this AMENDMENT N°1, AMENDMENT N°2, AMENDMENT N°3, and the AGREEMENT with respect to the subject matter of this AMENDMENT N°3, the provisions of this AMENDMENT N°3 shall prevail.

This AMENDMENT N°3 is an integral part of the AGREEMENT.

4.2. Applicable law and dispute resolution

This AMENDMENT N°3 is governed by laws of Lithuania, except its conflict of laws rules.

Every dispute arising from this AMENDMENT N°3 shall be settled in accordance with the provision regarding disputes resolution provided in the AGREEMENT.

For EDF

For GRAPHITECH

For CYCLIFE ENGINEERING



Annexure (1) - SCOPE OF WORKS

	DIVISION OF WORK			
Tasks and Activities	EDF	GRAPHITECH	CENG	Comment
Position	Leader	Partner	Partner	
Project Management and Client Single Point of Contact	L	S	S	
QA	L	S	S	
Translation and interpretation Local logistics	L			
	MAIN CONTRACT 1			
Task 1 – Preparatory activities and data collection				
Task 1.1: Development of Methodology document(s)		L	C	
Task 1.2: Development of Design Basis document(s)		L	C	
Task 2: Development of Design Options Report				
Process 1: Gaining access to the Graphite stacks and other components of zone R3	S	L	S	

Process 2: Dismantling and retrieval	S	L	S	
Process 3: Waste processing and packaging	S	S	L	
Process 4: Waste package transfer	S	S	L	
Process 5: RWISF solutions	S	S	L	
Process 6: Completion and clean-up	S	L	S	
	MAIN CONTRACT 2			
Task 3: Development of a Conceptual Design				
Process 1: Gaining access to the Graphite stacks and other components of zone R3	S	L	S	
Process 2: Dismantling and retrieval	S	L	S	
Process 3: Waste processing and packaging	S	S	L	
Process 4: Waste package transfer	S	S	L	
Process 5: RWISF solutions	S	S	L	
Process 6: Completion and clean-up	S	L	S	
Task 4: Development of Gap Analysis Report		S	S	

Leader : Responsible for deliverable. Responsible for organising and managing resources (divide the work between contributors). Develops parts of the deliverable/chapter.

C : Contributor : Responsible of part of the tasks (for example some chapters

S: support: supply expertise, inputs/data, review and comment part of deliverable.

Annexure (2) – TENDER / CONTRACT PRICES AND PROPORTIONATE SHARES

Member	Share* (without LF)		Leadership Fee (5%)* (LF)	Share* (with LF)	
	Amount	Ratio		Amount	Ratio
EDF					
Graphitech					
CENG					
Global					

(*) Split in 50% for Main Contract 1 and 50% for Main Contract 2

4- LIST OF EXPERTS BY CATEGORY (FORM F/C4)

IMPORTANT: The Supplier shall nominate a minimum of 11 persons in total to perform Experts' functions

Seq. No.	Expert's forename, surname (surname in capital letters)	Expert's Employer (name of company)	Category of specialisation (Place an "X" in every relevant column (must be at least one per row))						
			Project Management	Waste Management	Safety	Process Engineering and Robotics	Mechanical Engineering	Civil Engineering	Radiation Protection
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1		EDF	X						
2		Graphitech	X						
3									
4		EDF		X					
5									
6		EDF			X				
7		Graphitech				X			
8		Graphitech				X			
9		Graphitech					X		
10		EDF						X	
11		EDF							X
12		EDF		X					

Seq. No.	Expert's forename, surname (surname in capital letters)	Expert's Employer (name of company)	Category of specialisation (Place an "X" in every relevant column (must be at least one per row))						
			Project Management	Waste Management	Safety	Process Engineering and Robotics	Mechanical Engineering	Civil Engineering	Radiation Protection
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13		EDF		X					
14									
15									
16		Graphitech			X				
17									
18		Graphitech					X		
19									
20		EDF						X	
21									
22									
23									
24		EDF							X
TOTAL			2	3	2	2	2	2	2
			Must be at least 2	Must be at least 2	Must be at least 2	Must be at least 2	Must be at least 1	Must be at least 1	Must be at least 1



Vos références : Framework Agreement n°547256

Nos références : D455523001033

Affaire(s)
technique(s) :

Interlocuteur(s) :

SE Ignalina nuclear power plant
Elektrinės str. 4, K 47,
Drūkšinių vil.,
31152 Visaginas mun

For the attention of

Objet : Modification of Consortium, Subcontractor and new
list of Experts

24th of January 2023

Dear

After signing the Framework Agreement 547256 and the First Main Contract, our consortium companies EDF (France), Graphitech (France) would like to inform you of the following changes:

- 1- According to Article 9.11 of the Framework Agreement 547256, we ask your consent to engage a new joint activity partner Cyclife Engineering, 100% subsidiary of EDF, for the fulfillment of the Services. Cyclife Engineering, created on 09/10/2019, is the EDF subsidiary responsible for radioactive waste management and waste storage facility design. The scope of Cyclife Engineering on this Contract will be essentially:
 - Waste management
 - RWISF solution

Had Cyclife Engineering been created before 2018, when we first started discussions on this project, it would have been our logical choice of partner for these activities.

We attach to this letter the following documents for your review concerning the proposed new consortium partner:

- Cyclife Engineering "Extrait Kbis" (French company registration certificate)
 - Cyclife Engineering ISO 9001 certificate
 - Cyclife Engineering ESPD response
 - Cyclife Engineering Certificate of non-conviction and affiliation
 - Cyclife Engineering List of dismantling projects in third countries (non-EU and non-NATO)
- 2- According to Article 9 of the Framework Agreement 547256 and Article 7.6 of the Main Contract, we ask your consent to engage a new Subcontractor, SVERTAS UAB. We have identified the need of such proposal post our physical on-site visit and internal post-signature analysis of the project. We consider introduction of the new Subcontractor as local support to be beneficial for the proper and timely fulfillment of the Services for the following reasons:

- Need of local support to engineering activities with respect to knowledge of local regulations, Lithuanian nuclear regulatory documentation, knowledge and description of existing nuclear facilities and established waste routes, experience in Lithuanian nuclear projects
- Assistance in initial sorting/compilation and summary of input data from predominantly Russian and Lithuanian language documentation, development and assumption regarding lack of data based on local practices
- Help with translation of predominantly Russian and Lithuanian language documentation minimizing translations deficiencies, etc.

The new Subcontractor is proposed for the activities mentioned above. None of the Subcontractor local context activities can be classified as critical. The new Subcontractor meets the necessary qualification and other applicable requirements to provide the relevant Services and there are no grounds for exclusion in this respect.

The updated "List of Subcontractors" is attached in appendix to this letter with the name and contact details of the Subcontractor.

- 3- According to Article 8 of the Framework Agreement 547256 and Article 8 of the Main Contract, we ask your consent to add one new Expert and to replace one Expert for the following reasons:
- Replacement of Project Management Expert from EDF: [REDACTED] in place of [REDACTED], the latter being unavailable to work on this project due to the delay of the commencement of the Contract

EDF propose this change in such a way that all of the following conditions are met:

- The proposed expert meets all the qualification requirements established in the Terms & Conditions of the Procurement Documents
- The proposed expert has satisfactory experience and capacity in consideration of the criteria set out for the award of the Framework Agreement and the needs of the respective Main Contract
- The results of the Procurement remain unchanged so that the Framework Agreement with the Provider would still have been concluded.

We have joined to this letter in appendix the following documents to ensure to the Purchaser the same qualifications, experiences and capacity for the fulfillment of the Services:

- FC6 and FC7 forms for the new proposed Expert
- PMI Certification for the new proposed Expert

Yours sincerely

On behalf of the Consortium



Type of document	Documents in support of the letter		
	Cyclife Engineering	Svertas UAB	EDF
Company registration	Cyclife Engineering Kbis certificate.pdf		
European Single Procurement Document (ESPD)	Cyclife Engineering ESPD.pdf		
Certificate of no conviction records for general manager	Gilles Giron non-convict certificate.pdf		
Quality assurance system to the requirements of ISO 9001:2015 standard or an equivalent Standard	Cyclife Engineering ISO 9001 certificate.pdf		
List of dismantling projects in third countries (non EU and non NATO)	Cyclife Engineering List of dismantling projects in third countries.pdf		
List of subcontractors		List of subcontractors.pdf	
FC6 and FC7 forms			FC6 [REDACTED].pdf FC7 [REDACTED].pdf
PMI Certificate			[REDACTED].PMI.pdf
List of Experts			List of Experts.pdf

European Single Procurement Document (ESPD)

Part I: Information concerning the procurement procedure and the contracting authority or contracting entity

Information about publication

For procurement procedures in which a call for competition has been published in the Official Journal of the European Union, the information required under Part I will be automatically retrieved, provided that the electronic ESPD-service is used to generate and fill in the ESPD. Reference of the relevant notice published in the Official Journal of the European Union:

Notice number in the OJS:

-

OJS URL

National Official Journal

-

In case publication of a notice in the Official Journal of the European Union is not required, please give other information allowing the procurement procedure to be unequivocally identified (e. g. reference of a publication at national level)

Identity of the procurer

Official name:

IGNALINOS ATOMINE ELEKTRINE

Country:

Lithuania

Information about the procurement procedure

Type of procedure

Open procedure

Title:

Engineering services associated with dismantling of Ignalina nuclear power plant reactor-cores

Short description:

-

File reference number attributed by the contracting authority or contracting entity (if applicable):

-

Part II: Information concerning the economic operator

A: Information about the economic operator

Name:

CYCLIFE ENGINEERING

Street and number:

196 Avenue Thiers

Postcode:

69006

City:

LYON

Country:

France

Internet address (web address) (if applicable):

www.cyclife-edf.com

E-mail:

-

Telephone:

-

Contact person or persons:

██████████

VAT number, if applicable:

FR23824565220

If no VAT number is applicable, please indicate another national identification number, if required and applicable

-

Is the economic operator a Micro, a Small or a Medium-Sized Enterprise?

Yes

No

Only in case the procurement is reserved: is the economic operator a sheltered workshop, a 'social business' or will it provide for the performance of the contract in the context of sheltered employment programmes?

Yes

No

If applicable, is the economic operator registered on an official list of approved economic operators or does it have an equivalent certificate (e.g. under a national (pre)qualification system)?

Yes

No

- In addition, please complete the missing information in Part IV, Sections A, B, C or D as the case may be ONLY if this is required in the relevant notice or procurement documents

e) Will the economic operator be able to provide a certificate with regard to the payment of social security contributions and taxes or provide information enabling the contracting authority or contracting entity to obtaining it directly by accessing a national database in any Member State that is available free of charge?

Yes

No

If the relevant documentation is available electronically, please indicate:

-

Is the economic operator participating in the procurement procedure together with others?

Yes

No

- Please ensure that the others concerned provide a separate ESPD form.

a) Please indicate the role of the economic operator in the group (leader, responsible for specific tasks...):

CYCLIFE ENGINEERING - Partner

b) Please identify the other economic operators participating in the procurement procedure together:

ELECTRICITE DE FRANCE - Leader; UAB SVERTAS - Partner; GRAPHITECH - Partner

c) Where applicable, name of the participating group:

-

Where applicable, indication of the lot(s) for which the economic operator wishes to tender:

-

B: Information about representatives of the economic operator #1

- Where applicable, please indicate the name(s) and address(es) of the person(s) empowered to represent the economic operator for the purposes of this procurement procedure:

First name

██████

Last name

██████

Date of birth

██████████

Place of birth

██████

Street and number:

████████████████████

Postcode:

██████

City:

██████████

Country:

██████

E-mail:

██████████████████

Telephone:

-

Position/Acting in the capacity of:

██████████

If needed, please provide detailed information on the representation (its forms, extent, purpose ...):

-

C: Information about reliance on the capacities of other entities

Does the economic operator rely on the capacities of other entities in order to meet the selection criteria set out under Part IV and the criteria and rules (if any) set out under Part V below?

Yes

No

D: Information concerning subcontractors on whose capacity the economic operator does not rely

- (Section to be filled-in only if this information is explicitly required by the contracting authority or contracting entity.)

Does the economic operator intend to subcontract any share of the contract to third parties?

Yes

No

- If the contracting authority or contracting entity explicitly requests this information in addition to the information under Part I, please provide the information required under Sections A and B of this Part and Part III for each of the (categories of) subcontractors concerned.

Part III: Exclusion grounds

A: Grounds relating to criminal convictions

Article 57(1) of Directive 2014/24/EU sets out the following reasons for exclusion

Participation in a criminal organisation

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for participation in a criminal organisation, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable? As defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Corruption

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for corruption, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable? As defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, OJ C 195, 25.6.1997, p. 1, and in Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54). This exclusion ground also includes corruption as defined in the national law of the contracting authority (contracting entity) or the economic operator. "

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Fraud

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for fraud, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable? Within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48).

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Terrorist offences or offences linked to terrorist activities

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for terrorist offences or offences linked to terrorist activities, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable? As defined in Articles 1 and 3 of Council Framework Decision of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3). This exclusion ground also includes inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Money laundering or terrorist financing

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for money laundering or terrorist financing, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable? As defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Child labour and other forms of trafficking in human beings

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for child labour and other forms of trafficking in human beings, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable? As defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1).

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

B: Grounds relating to the payment of taxes or social security contributions

Article 57(2) of Directive 2014/24/EU sets out the following reasons for exclusion

Payment of taxes

Has the economic operator breached its obligations relating to the payment of taxes, both in the country in which it is established and in Member State of the contracting authority or contracting entity if other than the country of establishment?

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Payment of social security

Has the economic operator breached its obligations relating to the payment social security contributions, both in the country in which it is established and in Member State of the contracting authority or contracting entity if other than the country of establishment?

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

C: Grounds relating to insolvency, conflicts of interests or professional misconduct

Article 57(4) of Directive 2014/24/EU sets out the following reasons for exclusion

Breaching of obligations in the field of environmental law

Has the economic operator, to its knowledge, breached its obligations in the field of environmental law? As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

Your answer?

Yes

No

Breaching of obligations in the field of social law

Has the economic operator, to its knowledge, breached its obligations in the field of social law? As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

Your answer?

Yes

No

Breaching of obligations in the fields of labour law

Has the economic operator, to its knowledge, breached its obligations in the field of labour law? As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

Your answer?

Yes

No

Bankruptcy

Is the economic operator bankrupt? This information needs not be given if exclusion of economic operators in this case has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Insolvency

Is the economic operator the subject of insolvency or winding-up? This information needs not be given if exclusion of economic operators in this case has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Arrangement with creditors

Is the economic operator in arrangement with creditors? This information needs not be given if exclusion of economic operators in this case has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Analogous situation like bankruptcy under national law

Is the economic operator in in any analogous situation like bankruptcy arising from a similar procedure under national laws and regulations? This information needs not be given if exclusion of economic operators in this case has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Assets being administered by liquidator

Are the assets of the economic operator being administered by a liquidator or by the court? This information needs not be given if exclusion of economic operators in this case has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Business activities are suspended

Are the business activities of the economic operator suspended? This information needs not be given if exclusion of economic operators in this case has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Agreements with other economic operators aimed at distorting competition

Has the economic operator entered into agreements with other economic operators aimed at distorting competition?

Your answer?

Yes

No

Guilty of grave professional misconduct

Is the economic operator guilty of grave professional misconduct? Where applicable, see definitions in national law, the relevant notice or the procurement documents.

Your answer?

Yes

No

Conflict of interest due to its participation in the procurement procedure

Is the economic operator aware of any conflict of interest, as indicated in national law, the relevant notice or the procurement documents due to its participation in the procurement procedure?

Your answer?

Yes

No

Direct or indirect involvement in the preparation of this procurement procedure

Has the economic operator or an undertaking related to it advised the contracting authority or contracting entity or otherwise been involved in the preparation of the procurement procedure?

Your answer?

Yes

No

Early termination, damages or other comparable sanctions

Has the economic operator experienced that a prior public contract, a prior contract with a contracting entity or a prior concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with that prior contract?

Your answer?

Yes

No

Guilty of misinterpretation, withheld information, unable to provide required documents and obtained confidential information of this procedure

Can the economic operator confirm that:

- a) It has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria,
- b) It has withheld such information,
- c) It has not been able, without delay, to submit the supporting documents required by a contracting authority or contracting entity, and
- d) It has undertaken to unduly influence the decision making process of the contracting authority or contracting entity, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?

Your answer?

Yes

No

D: Purely national exclusion grounds

Do the purely national grounds of exclusion, which are specified in the relevant notice or in the procurement documents, apply?

Purely national exclusion grounds

Other exclusion grounds that may be foreseen in the national legislation of the contracting authority's or contracting entity's Member State. Has the economic operator breached its obligations relating to the purely national grounds of exclusion, which are specified in the relevant notice or in the procurement documents?

Your answer?

Yes

No

Is this information available at no cost to the authorities from an EU Member State database?

Yes

No

Part IV: Selection criteria

α: Global indication for all selection criteria

Concerning the selection criteria the economic operator declares that it satisfies all the required selection criteria

Your answer?

Yes

No

Finish

Part VI: Concluding statements

The economic operator formally declares that the information stated under Parts II - V above is accurate and correct and that it has been set out in full awareness of the consequences of serious misrepresentation.

The economic operator formally declares to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

a) The contracting authority or contracting entity has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge (on condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to do so. Where required, this must be accompanied by the relevant consent to such access), or

b) As of 18 October 2018 at the latest (depending on the national implementation of the second subparagraph of Article 59(5) of Directive 2014/24/EU), the contracting authority or contracting entity already possesses the documentation concerned.

The economic operator formally consents to the contracting authority or contracting entity as set out in Part I, gaining access to documents supporting the information, which has been provided in Part III and Part IV of this European Single Procurement Document for the purposes of the procurement procedure as set out in Part I.

Date, place and, where required or necessary, signature(s):

Date

19-09-2022

Place

LYON

Signature



No. 2021/94001.1

Page 1/1

AFNOR Certification certifies that the management system implemented by:

CYCLIFE ENGINEERING

for the following activities:

**ENGINEERING AND PROJECT MANAGEMENT
FOR NUCLEAR DISMANTLING, AND THE DESIGN OF INTERIM STORAGE
AND TREATMENT FACILITIES FOR RADIOACTIVE WASTE.**



has been assessed and found to meet the requirements of:

ISO 9001: 2015

and is developed on the following locations:

Head office 196, avenue Thiers FR-69006 LYON (France)

This certificate is valid from (year/month/day)

2021/08/20

until

2024/08/19

[Signature]

This document is electronically signed. It stands for an electronic original with probatory value.



The electronic certificate only, available at www.afnor.org, attests in real-time that the company is certified.
COFRAC accreditation n° 4-0001, Management Systems Certification, Scope available on www.cofrac.fr
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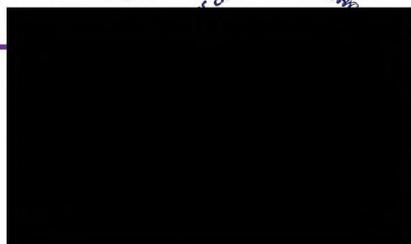
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CERTIFICATION AT I O N

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SAS with a capital of 18 187 000 € - 479 076 002 RCS Bobigny - www.afnor.org

I, the undersigned, Denis TOUPIN, of 45 rue des Charmes, 53100 Mayenne (France), Judicial Expert at the Court of Appeal of Angers (49) France, sworn translator in French and English, qualified Member of the Institute of Translation and Interpreting MITI & Member of the Chartered Institute of Linguists CIoL (UK), certify that this translation is in conformity with the content of the document written in French, produced to me as an original. Stamped NE VARIETUR, having regard to the original document, under reference DE1434_11
Given in Mayenne (France)





N° 2021/94001.1

Page 1 / 1

AFNOR Certification certifie que le système de management mis en place par :
AFNOR Certification certifies that the management system implemented by:

CYCLIFE ENGINEERING

pour les activités suivantes :
for the following activities:

INGÉNIERIE D'ÉTUDES ET DE PROJETS
EN DÉMANTÈLEMENT NUCLÉAIRE ET EN CONCEPTION D'INSTALLATIONS D'ENTREPOSAGE
ET DE TRAITEMENT DES DÉCHETS NUCLÉAIRES.

**ENGINEERING AND PROJECT MANAGEMENT
FOR NUCLEAR DISMANTLING, AND THE DESIGN OF INTERIM STORES
AND TREATMENT FACILITIES FOR RADIOACTIVE WASTE.**

a été évalué et jugé conforme aux exigences requises par :
has been assessed and found to meet the requirements of:

ISO 9001 : 2015

et est déployé sur les sites suivants :
and is developed on the following locations:

Siège : 196, avenue Thiers FR-69006 LYON

Ce certificat est valable à compter du (année/mois/jour)
This certificate is valid from (year/month/day)

2021-08-20

Jusqu'au
Until

2024-08-19

Ce document est signé électroniquement. Il constitue un original électronique à valeur probatoire.
This document is electronically signed. It stands for an electronic original with probatory value.

Seul le certificat électronique, consultable sur www.afnor.org, fait foi en temps réel de la certification de l'organisme. The electronic certificate only, available at www.afnor.org, attests in real-time that the company is certified. Accreditation COFRAC n° 4-0001, Certification de Systèmes de Management. Portée disponible sur www.cofrac.fr.
COFRAC accreditation n° 4-0001, Management Systems Certification, Scope available on www.cofrac.fr.
AFAQ est une marque déposée. AFAQ is a registered trademark - CERTIF 0958.9/07-2020

Flashez ce QR
Code pour vérifier la
validité du certificat

Kbis company registration certificate

EXTRACT OF MAIN REGISTRATION IN THE TRADE AND COMPANIES REGISTER (RCS)

Updated on 28 March 2022

IDENTIFICATION OF THE LEGAL PERSON

<i>RCS registration number</i>	824 565 220 R.C.S. Lyon
<i>Registration date</i>	09/10/2019
<i>Transfer from</i>	Paris Corporate and Trade Register dated 20/09/2019
<i>Date of original registration</i>	26/12/2016
<i>Name or corporate name</i>	CYCLIFE ENGINEERING
<i>Form of legal person</i>	Simplified joint stock company (single shareholder company)
<i>Corporate capital</i>	€ 37,000.000
<i>- Mention No. F20/068361 dated 24/11/2020</i>	Decision not to dissolve the company despite the fact that the shareholders' equity has fallen below half of the share capital as a result of the losses recorded by decision dated 30/06/2020.
<i>Head office address</i>	196 Avenue Thiers 69006 Lyon
<i>Main activities</i>	All activities in the field of construction and dismantling of nuclear facilities
<i>Duration of the legal person</i>	Until 25/12/2115
<i>Closing date of the financial year</i>	31 -December



MANAGEMENT, DIRECTION, CONTROL, ASSOCIATES OR MEMBERS ADMINISTRATION,

Chairman

Surname, first names
Date and place of birth
Nationality
Personal residence



Statutory Auditor

Name KPMG SA
Form of legal person Public limited company
Address 2 Avenue Gambetta Tour Eqho Paris la Defense 92066 Nanterre Cedex
RCS registration number 775 726 417 RCS Lyon

Alternate Auditor

Name SALUSTRO REYDEL
Form of legal person Simplified Joint stock company
Address 2 Avenue GAMBETTA - TOUR EQHO 92066 Paris la Défense Cedex
RCS registration number 652 044 371 RCS Nanterre

INFORMATION RELATING TO THE BUSINESS AND MAIN PLACE OF BUSINESS

<i>Address of the place of business</i>	196 Avenue Thiers 69006 Lyon
<i>Activity(ies) carried out</i>	All activities in the field of construction and dismantling of nuclear facilities
<i>Starting date of activity</i>	20/09/2019
<i>Origin of the fund or activity</i>	Established



I, the undersigned, Denis TOUPIN, of 45 rue des Charmes, 53100 Mayenne (France), Judicial Expert at the Court of Appeal of Angers (49) France, sworn translator in French and English, qualified Member of the Institute of Translation and Interpreting MITI & Member of the Chartered Institute of Linguists CIOl (UK), certify that this translation is in conformity with the content of the document written in French, produced to me as an original. Stamped NE VARIETUR, having regard to the original document, under reference DE1434_10 Given in Mayenne (France)



Registrar's office of the Commercial Court in Lyon

44 RUE DE BONNEL
69433 LYON CEDEX 03

Management No. 2019B07223

Mode of operation

Direct operation

The Registrar

[Official blue circular stamp (Marianne) of the Commercial court registry]

END OF CERTIFICATE



***Texte source en français ci-après /
Source text in French hereafter***



Extrait Kbis

EXTRAIT D'IMMATRICULATION PRINCIPALE AU REGISTRE DU COMMERCE ET DES SOCIÉTÉS
à jour au 28 mars 2022

IDENTIFICATION DE LA PERSONNE MORALE

<i>Immatriculation au RCS, numéro</i>	824 565 220 R.C.S. Lyon	Translator's reference: No. DE1434_10 Traducteur assermenté / Sworn translator 19 SEP. 2022 Expert près la Cour d'Appel d'Angers Français - Anglais
<i>Date d'immatriculation</i>	09/10/2019	
<i>Transfert du</i>	R.C.S. de Paris en date du 20/09/2019	
<i>Date d'immatriculation d'origine</i>	26/12/2016	
<i>Dénomination ou raison sociale</i>	CYCLIFE ENGINEERING	
<i>Forme juridique</i>	Société par actions simplifiée (Société à associé unique)	
<i>Capital social</i>	37 000,00 Euros	
<i>- Mention n° F20/068361 du 24/11/2020</i>	Décision de non-dissolution de la société malgré des capitaux propres devenus inférieurs à la moitié du capital social du fait des pertes constatées par décision en date du 30/06/2020.	
<i>Adresse du siège</i>	196 Avenue Thiers 69006 Lyon	
<i>Activités principales</i>	Toutes activités dans le domaine de la construction et de démantèlement d'installations nucléaires	
<i>Durée de la personne morale</i>	Jusqu'au 25/12/2115	
<i>Date de clôture de l'exercice social</i>	31 décembre	

GESTION, DIRECTION, ADMINISTRATION, CONTRÔLE, ASSOCIÉS OU MEMBRES

Président

Nom, prénoms
Date et lieu de naissance
Nationalité
Domicile personnel



Commissaire aux comptes titulaire

Dénomination KPMG SA
Forme juridique Société anonyme
Adresse 2 Avenue Gambetta Tour Eqho Paris la Defense 92066 Nanterre Cedex
Immatriculation au RCS, numéro 775 726 417 RCS Lyon

Commissaire aux comptes suppléant

Dénomination SALUSTRO REYDEL
Forme juridique Société par actions simplifiée
Adresse 2 Avenue GAMBETTA - TOUR EQHO 92066 Paris la Défense Cedex
Immatriculation au RCS, numéro 652 044 371 RCS Nanterre

RENSEIGNEMENTS RELATIFS A L'ACTIVITE ET A L'ETABLISSEMENT PRINCIPAL

Adresse de l'établissement 196 Avenue Thiers 69006 Lyon
Activité(s) exercée(s) Toutes activités dans le domaine de la construction et de démantèlement d'installations nucléaires
Date de commencement d'activité 20/09/2019
Origine du fonds ou de l'activité Création

Greffé du Tribunal de Commerce de Lyon

44 RUE DE BONNEL
69433 LYON CEDEX 03

N° de gestion 2019B07223

Mode d'exploitation

Exploitation directe

Le Greffier



FIN DE L'EXTRAIT



[REDACTED]
[REDACTED]
[REDACTED]

**Office of the government of the
republic of Lithuania**

Budgetary institution,
Gedimino pr.11,
LT-01103 Vilnius Lithuania

Your ref: N/A

Our ref: Framework Agreement n° 547 256 / Project n° HA2021-50

Object: Decommissioning projects in third countries (non-EU and non-NATO)

To the attention of:

[REDACTED]
[REDACTED]
[REDACTED]

Lyon, the 13th of January 2023

Dear Chairman of the Commission,

Regarding Engineering services related to Ignalina Nuclear Power Plant reactor cores dismantling intended to be concluded by INPP, I hereby certify that CYCLIFE ENGINEERING company:

- Had 3 projects carried out in third countries (non-EU and non-NATO):
 - o Final customer: Japan Atomic Energy Agency – Studies on Monju reactor sodium treatment – Contract with ORANO (FRANCE) - 2019
 - o Final customer: Japan Atomic Energy Agency – Studies on Decommissioning of MONJU Sodium Fast Breeder Reactor – Contract with MISTUBISHI HEAVY INDUSTRIES (JAPAN) – 2020
 - o Final customer: Japan Atomic Energy Agency – Studies on Decommissioning of MONJU Sodium Fast Breeder Reactor – Contract with MISTUBISHI HEAVY INDUSTRIES (JAPAN) – 2021
- Has planned projects in third countries (non-EU and non-NATO) concerning only further studies on decommissioning of MONJU Sodium Fast Breeder Reactor for the Japan Atomic Energy Agency.
- Does not cooperate with Russian corporation Rosatom and its subsidiaries, nor companies managed by its subsidiaries,

Yours faithfully,

[REDACTED]

ACADEMIC & PROFESSIONAL BACKGROUND OF EXPERT (FORM F/C6)

IMPORTANT:

Requirements indicated for the Expert must be demonstrated for the person concerned

For use of Contracting Authority only																													
Project Management						Waste Management				Safety					Process engineering and robotics				Mechanical engineering				Civil engineering				Radiation protection		
a	b	c	d	e	f	a	b	c	d	a	b	c	d	e	a	b	c	d	a	b	c	d	a	b	c	d	a	b	c

Surname: [REDACTED]

Forename(s): [REDACTED]

Current position: [REDACTED]

Relevant academic qualification:
(to be supported by copies of certificates)

PMP certification: December 2022 (a)

Professional experience (most recent first):

Dates (From – To)	Company, organisation (City, Country)	Position	Description
October 2017 – Present	EDF (Lyon, France)	Senior Project Manager	<p>Senior Project Manager to support the AGR (Advanced Gas-cooled Reactor) decommissioning Programme (Client EDF Energy in UK)</p> <p><i>The AGR decommissioning programme concerns the shutdown, defueling and care and maintenance as well as the Final site Clearance of 14 graphite gas units of between 430 & 620 MWe. The first unit was closed in 2020 and all units will be shut down progressively between 2020 and 2030.</i></p> <p>Management of projects in compliance with PMI/PMP standards:</p> <ul style="list-style-type: none"> • Creation and establishment of a team of 20 Engineers specialized on nuclear dismantling studies • Implementation of the basic design studies for the AGR fleet dismantling (including reactor-core dismantling studies) • Support the AGR decommissioning strategy by French OPEX delivery

Dates (From – To)	Company, organisation (City, Country)	Position	Description
January 2012 – sept 2017	EDF (Lyon, France)	Project Manager	<p>Project Manager for the decommissioning of the Saint-Laurent-des-Eaux A2 NPP</p> <p><i>Saint-Laurent A2 is a single UNGG gas-cooled graphite-moderated reactor, of 530 MWe, 1,700 MWt with a cylindrical pre-stressed concrete pressure vessel of 19 m internal diameter and 36 m internal height with a graphite core 16 m in diameter and 10.2 m high. It operated from 1971 to 1992.</i></p> <p>The dismantling operations began in 1996 and the objective is to complete the level 2 ASAP. The Project was the dismantling of all component from the SLA2 unit (all pipes, tanks, equipment and electric component, ...) except the reactor-core.</p> <p>Management of projects in compliance with PMI/PMP standards, including:</p> <ul style="list-style-type: none"> • Realisation of detailed studies • Realisation of dismantling work on site
Jan 2007 - Dec 2011	GRTGAZ (Lyon, France)	Project Manager	<p>Project Manager for gas pipeline construction and delivery station (CYCOFOS)</p> <p><i>Cycofos Project (South of France) – Construction of a pipeline and gas delivery station to supply a combined cycle plant – Electricity production of 480 MW</i></p> <p>Management of project, including :</p> <ul style="list-style-type: none"> • Basic and detailed design study • Contract Management of the gas delivery package • Responsible of work on site
Jan 2002 - Dec 2006	GRTGAZ (Paris, France)	Project Engineer	<p>Project Engineer of the ERIDAN pipeline project</p> <p><i>Construction of a 700 km pipeline in France</i></p> <p>Responsible for the design studies of the pipeline</p> <p>Responsible of the permitting for the pipeline.</p>
Sept 1999 – Dec 2001	GRTGAZ (Paris, France)	Head of Design Office	<p>Manager of GRTgaz design office (15 Technicians)</p> <p>Management of the design office for the gas delivery station :</p> <ul style="list-style-type: none"> • Gas delivery station design by CAO/DAO • Procurement of equipment (pipes, valves, ...) • Responsible of work on site

Participation in qualifying activities (most recent first):

Dates (From - To)	Qualifying activity	Personal Role
Oct 2017 - Present	<p>Senior Project Manager to support the Advanced Gas-cooled Reactor (AGR) Decommissioning Programme (UK) :</p> <p>Management of large scale of decommissioning study, covering reactor-core vessel feasibility, in compliance with PMI/PMP standards</p> <p>Application of multiple criteria decision making techniques: selection of reactor-core dismantling methodology according to the French Chinon A2 studies</p> <p>Supervision of cost assessment activities for project (~ 4 M€/year), with specific emphasis on reactor-core dismantling and care and maintenance preparation studies currently being undertaken, considering various strategic assumptions (work organisation, waste routes, subcontracting scheme, risks and opportunities etc.).</p> <p>Supervision of schedule development for Hunterston B project (use of Planisware software):</p> <ul style="list-style-type: none"> • level 1 strategic (30 tasks) • level 2 high level entire time frame (200 tasks) • level 3 tasks : execution studies and on-site work (> 1000 tasks) <p>Risk management for Hunterston B (first of a kind) reactor decommissioning :</p> <p>A minimum of 2 risk assessment per year : Probability and impact matrix is used to define the level of the risk and to prioritise mitigation actions</p>	Senior Project Manager (b, c, d, e, f)
January 2012 –sept 2017	<p>Project Manager of SLA2 Decommissioning Project:</p> <p>Management of large scale decommissioning projects (remove of all large components, pipe, equipment,...), covering conventional and nuclear buildings, in compliance with PMI/PMP</p> <p>Application of multiple criteria decision making techniques: selection of large component dismantling methodology: Several scenarios were planned in 2012 for SLA2 large component dismantling strategy: comparison of different methodologies for the dismantling and evacuation of the large component (cut in place, segregation or evacuation as large component to be treated directly at the ANDRA center) taking into account radiation protection, schedule, risks and costs. A mixed solution was chosen depending of contamination and capacity of the final disposal.</p> <p>Supervision of cost assessment activities for SLA2 dismantling project (~ 10 M€/year), with specific emphasis of large component removal and high radiation equipment removal (as primary circuit pipes) activities, considering various strategic assumptions (work organisation, waste routes, subcontracting scheme, risks and opportunities...).</p> <p>Supervision of schedule development for SLA2 project (use of Planisware software) :</p> <ul style="list-style-type: none"> • level 1 strategic (30 tasks) • level 2 high level entire time frame (200 tasks) 	Project Manager (b, c, d, e, f)

Dates (From - To)	Qualifying activity	Personal Role
	<ul style="list-style-type: none"> • level 3 tasks : execution studies and on-site work (> 2000 tasks) <p>Risk management for SLA2 decommissioning :</p> <p>A minimum of 2 risk assessment per year : Probability and impact matrix is used to define the level of the risk and to prioritise mitigation actions</p>	
Jan 2007 - Dec 2011	<p>Project Manager for gas pipeline construction (Cycofos Project)</p> <p>Management of a large-scale construction project to supply a combined cycle plant of 480 MW (30 M€)</p> <p>Realisation of cost assessment activities for Cycofos Project (~ 8 M€/year), with specific emphasis on work on site activities, considering various strategic assumptions (work organisation, contractor's activities, risks and opportunities...).</p> <p>Supervision of schedule development for Cycofos project (use of Planisware software) :</p> <ul style="list-style-type: none"> • level 1 strategic (30 tasks) • level 2 high level entire time frame (250 tasks) • level 3 tasks : on-site work (> 1000 tasks) <p>Risk management for Cycofos project:</p> <p>A minimum of 1 risk assessment per year : Probability and impact matrix is used to define the level of the risk and to prioritise mitigation actions</p>	Project Manager (e, f)

EXPERIENCE OF EXPERT TO BE EVALUATED (FORM F/C7)

IMPORTANT:

All criteria described above will be evaluated.

This Expert is to be evaluated according to the category: (Place an "X" in <u>one</u> column only)						
Project Management	Waste Management	Safety	Process Engineering and Robotics	Mechanical Engineering	Civil Engineering	Radiation Protection
X						

Surname: ██████████

Forename(s): ██████

Participation in evaluable activities:

Evaluable activity	Personal Role
<p>Senior Project Manager to support the AGR (Advanced Gas-cooled Reactor) decommissioning Programme (Client EDF Energy in UK)</p> <p><i>The AGR decommissioning programme concerns the shutdown, defueling and care and maintenance as well as the Final site Clearance of 14 graphite-moderated, gas-cooled reactors of between 430 & 620 MWe. The first unit was closed in 2020 and all units will be shut down progressively between 2020 and 2030.</i></p> <p>Management of the AGR fleet dismantling programme during engineering development stages:</p> <ul style="list-style-type: none"> • Basic and detailed design for care and maintenance preparation for the AGR fleet • Basic design of Hunterston B reactor core dismantling tooling and methodology using 3D models and mock-ups <p>Reactor-core dismantling study:</p> <ul style="list-style-type: none"> • Scope of the design covers all new plant, equipment and services required to dismantle the reactor internals as well as removal of activated concrete and all items penetrating the reactor vessel • Construction of a 3D computer model of the Hunterston B reactor (including reactor building structure, reactor vessel & internals) • Optioneering & basic design for Hunterston B reactor dismantling and removal of large components such as heat exchangers • Design for reactor dismantling services and associated waste handling/packaging facilities <p><u>Evaluable functions:</u> all aspects of project management functions (scope, change management, schedule, risks, costs, contract management, stakeholder management)</p> <p>Annual budget 4 M€</p>	<p>Senior Project Manager (KE1, KE2, KE3, KE4)</p>

<p>Number of persons managed (as Senior Project Manager):</p> <ul style="list-style-type: none"> ~25 Engineering team (engineering works, project control, cost control, planning, etc.) <p>Support to EDF Energy for interaction with the NDA (Nuclear Decommissioning Authority) in the UK</p> <ul style="list-style-type: none"> Dismantling authorisations for reactor dismantling Supporting the AGR Decommissioning Plan submission and NDA discussions 	
<p>Management of SLA2 nuclear power plant decommissioning Projects:</p> <p><i>Saint-Laurent A2 is a single UNGG gas-cooled graphite-moderated reactor, of 530 MWe, 1,700 MWt with a cylindrical pre-stressed concrete pressure vessel of 19 m internal diameter and 36 m internal height with a graphite core 16 m in diameter and 10.2 m high. It operated from 1971 to 1992.</i></p> <p>Management of nuclear reactor-core dismantling projects at various stages of engineering:</p> <ul style="list-style-type: none"> St-Laurent A2 : detailed design (2014-2015) <p>Management of SLA2 nuclear dismantling projects work on site:</p> <ul style="list-style-type: none"> Dismantling of all equipment, large component, pipes, ...in nuclear and conventional buildings to IAEA level 2 <p><u>Evaluable functions:</u> all aspects of project management functions (scope, change management, schedule, risks, costs, contract management, stakeholders)</p> <p>Budgetary and financial challenges of the related projects :</p> <ul style="list-style-type: none"> Annual budget: 6 M€ (personnel costs, dismantling work) <p>Number of persons managed :</p> <ul style="list-style-type: none"> 20 employees (on-site, engineering and project management) ; 50 workers on-site (subcontractors) <p>Permanent interaction with French Nuclear Safety Authority (ASN) and National Waste Agency (ANDRA) :</p> <ul style="list-style-type: none"> Dismantling authorizations for on-site work (nuclear dismantling and nuclear waste conditioning activities) (2014-2018) Licensing of revised authorizations of liquid and gaseous discharges for dismantling activities on St-Laurent A site (2014-2015) 	<p>Senior Project Manager (KE1, KE2, KE3, KE4)</p>
<p>Project Manager for gas pipeline construction and station delivery (Cycfos Project)</p> <p><i>Construction of a pipeline and gas delivery station to supply a combined cycle plant – Electricity production of 480 MW</i></p> <p>Management of multi-disciplinary team (engineering and on-site work) to achieve the construction of a pipeline and gas delivery station :</p> <ul style="list-style-type: none"> Basic and detailed design studies Contract management of the multi-companies working on site <p><u>Evaluable functions:</u> all aspects of project management functions (scope, change management, schedule, risks, costs, contract management, stakeholder management, work on site)</p> <ul style="list-style-type: none"> Annual budget : 8 M€ <p>Number of persons managed (as Project Manager and Site Manager):</p>	<p>Project Manager (KE2, KE3)</p>

Commenté [PA1]: include description of SLA2 as per FC06

- | | |
|--|--|
| <ul style="list-style-type: none">• ~10 GRTgaz, in charge of support functions, safety and security, stakeholder communication, control of on-site work• ~25 workers on-site (subcontractors' teams) <p>Permanent interaction with the French Security Coordination (APAVE)</p> | |
|--|--|

4- LIST OF EXPERTS BY CATEGORY (FORM F/C4)

IMPORTANT: The Supplier shall nominate a minimum of 11 persons in total to perform Experts' functions

Seq. No.	Expert's forename, surname (surname in capital letters)	Expert's Employer (name of company)	Category of specialisation (Place an "X" in every relevant column (must be at least one per row))						
			Project Management	Waste Management	Safety	Process Engineering and Robotics	Mechanical Engineering	Civil Engineering	Radiation Protection
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1		EDF	X						
2		Graphitech	X						
3									
4		EDF		X					
5									
6		EDF			X				
7		Graphitech				X			
8		Graphitech				X			
9		Graphitech					X		
10		EDF						X	
11		EDF							X
12		EDF		X					

Seq. No.	Expert's forename, surname (surname in capital letters)	Expert's Employer (name of company)	Category of specialisation (Place an "X" in every relevant column (must be at least one per row))						
			Project Management	Waste Management	Safety	Process Engineering and Robotics	Mechanical Engineering	Civil Engineering	Radiation Protection
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13		EDF		X					
14									
15									
16		Graphitech			X				
17									
18		Graphitech					X		
19									
20		EDF						X	
21									
22									
23									
24		EDF							X
TOTAL			2	3	2	2	2	2	2
			Must be at least 2	Must be at least 2	Must be at least 2	Must be at least 2	Must be at least 1	Must be at least 1	Must be at least 1

1- LIST OF SUBCONTRACTORS (FORM F/C2)

Seq. No	Name of Subcontractor	Address of Subcontractor	Part of obligations, specifying specific contractual obligations, which will be fulfilled by Subcontractor
(1)	(2)	(3)	
1	<p>SVERTAS UAB Company code: 155414959</p> <p>Contact : [REDACTED] [REDACTED] mob. [REDACTED]</p> <p>Tel./Fax. +370 386 31698 E-mail: info@svertas.com www.svertas.com</p>	<p>Jaunystės g. 21-8, LT-31230 Visaginas, Lithuania</p>	<p>Local context support activities classified as “non - critical“:</p> <ul style="list-style-type: none"> • Support to engineering activities (knowledge of local regulation, nuclear Lithuanian rules, description of existing facilities, waste route, OPEX from Lithuanian projects). • Initial sorting/compilation and summary of input data, to develop assumptions when lack of data according to local practices. • Translation of documents.
...			

Please add rows to the table as required.



THIS IS TO CERTIFY THAT



HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

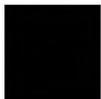
Project Management Professional (PMP)[®]

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

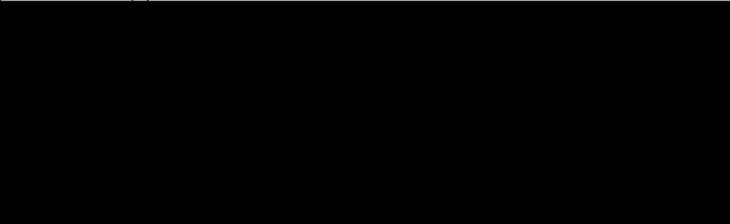


PMP[®] Original Grant Date: 08 December 2022

PMP[®] Expiration Date: 08 December 2025



DETALŪS METADUOMENYS

Dokumento sudarytojas (-ai)	CYCLIFE/EDF
Dokumento pavadinimas (antraštė)	MODIFICATION OF CONSORTIUM, SUBCONTRACTOR AND NEW LIST OF EXPERTS
Dokumento registracijos data ir numeris	2023-01-26, IG-456
Adresatas	
Registratorius	
Veiksmo atlikimo data ir laikas	
Dokumento nuorašo atspausdinimo data ir jį atspausdinęs darbuotojas	

Nuorašas tikras
VI Ignalinos atominė elektrinė (102 / 103)
2023-01-26



Vos références : Framework Agreement n°547256

Nos références : D455523003123

Affaire(s)
technique(s) :

Interlocuteur(s) :

SE Ignalina nuclear power plant
Elektrinės str. 4, K 47,
Drūkšinių vil.,
31152 Visaginas mun

For the attention of

Objet : Evolution of EDF's organisation

03th of March 2023

Dear

Regarding the point 2 modification of Consortium Agreement to your email dated Feb. 17th, 2023 on EDF's evolution Organisation, we are pleased to send you the requested documents: see below the table of documents provided.

PS:

- The point 2.1 is treated on the Certificate of Fiscal Regularity
- The point 2.3 (h) and 2.3 (i) are treated on the sworn statement document

Yours sincerely,

On behalf of the Consortium

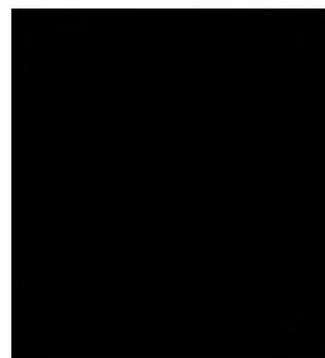
Type of document	Documents in support of the letter	
	Cyclife Engineering	EDF
Declaration on Oath ██████████	Declaration on Oath ██████████ ██████████.pdf	
Declaration on Oath ██████████ ██████████	Declaration on Oath ██████████ ██████████.pdf	
Delegation of Power ██████████ ██████████	PoA ██████████.pdf	
Statement of the Managing Director	Statement Board + accountant.pdf	
Sworn Statement	Sworn statement.pdf	
Attestation for the provision of social declarations and settlement of social contributions	Agreement _Cyclife_ Engineering_english.pdf	
Safeguard, Recovery or Judicial liquidation	Agreement _Cyclife_ Engineering_english.pdf	
Certificate of Fiscal Regularity	Agreement _Cyclife_ Engineering_english.pdf	
Amendment n°2 of Consortium Agreement		IGNALINA R3 – draft amendment n3 Consortium Agreement.pdf
FC3 CENG	FC3 CENG.pdf	
Certificate from Client		Contracts performed by CENG certificate.pdf

Sworn Statement

Lyon, 21st February 2023

I hereby certify that to my best knowledge, CYCLIFE ENGINEERING has not been convicted by a final judgment within the last five years for one of the following offences: participation in a criminal organization, corruption, fraud on the protection of the EEC's financial interests, terrorist offences, money laundering of terrorist financing, child labor and other forms of trafficking in human beings. I also certify that to my best knowledge, CYCLIFE ENGINEERING has not been suspected within the last five years for one of the following items: prohibited agreements restricting competition, false information, supplier convinced to be untrusted.

To assert what is right



AMENDMENT N°3 TO THE CONSORTIUM AGREEMENT
(the “AMENDMENT N°3”)

The present amendment, hereinafter the “AMENDMENT N°3”, is made on the XX.01.2023, hereinafter the “EFFECTIVE DATE”.

BETWEEN

ELECTRICITE DE FRANCE, a *société anonyme* incorporated under the laws of France, registered at the *Registre du Commerce et des Sociétés* of Paris under number 552 081 317, with its registered office at 22-30 avenue de Wagram 75008 Paris, France, represented by [REDACTED]

Hereinafter called “EDF”

AND

GRAPHITECH, a *société par actions simplifiée*, incorporated under the laws of France, registered at the *Registre du Commerce et des Sociétés* de Lyon under the number 824 564 900, with its registered office at 196 Avenue Thiers, 69006 Lyon, represented by [REDACTED]

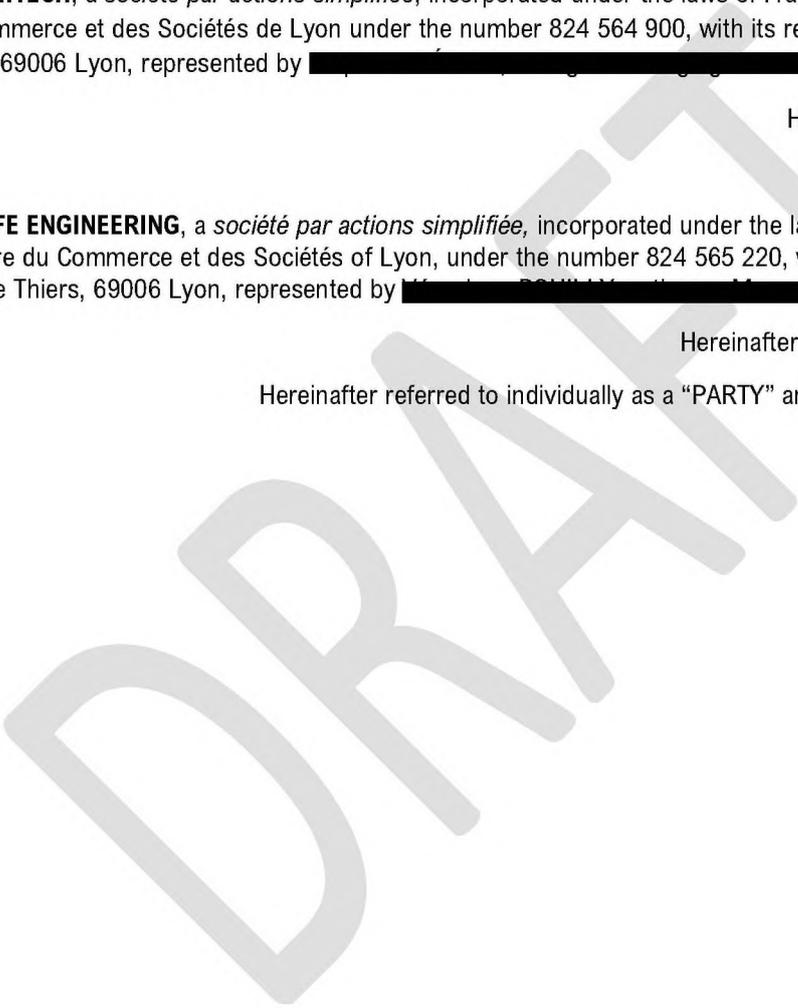
Hereinafter called “GRAPHITECH”

AND

CYCLIFE ENGINEERING, a *société par actions simplifiée*, incorporated under the laws of France, registered at the *Registre du Commerce et des Sociétés* of Lyon, under the number 824 565 220, with its registered office at 196 Avenue Thiers, 69006 Lyon, represented by [REDACTED]

Hereinafter called “CYCLIFE ENGINEERING”

Hereinafter referred to individually as a “PARTY” and collectively as the “PARTIES”.



WHEREAS:

1. The PARTIES, SVERTAS AND EMPRESARIOS AGRUPADOS (EA) have signed the 31.08.2021 a consortium agreement, hereinafter the "AGREEMENT", in order to submit a joint tender for Engineering services associated with dismantling of Ignalina Nuclear Power Plant reactor-cores, a company incorporated and operating under the laws of the Republic of Lithuania (*hereinafter called "INPP"*).
2. The Lithuanian Commission for Coordination of Protection of Objects Critical for National Security (*hereinafter called the "Commission"*) stated in a letter dated 22.08.2022 that two partners of the AGREEMENT (EA and SVERTAS) have failed to conform the national security interests with the Law of the Republic of Lithuania on the Protection of Objects Critical for National Security.
3. The 31.08.2022, INPP and the Commission jointly agreed to suspend the tendering process in order for EDF and GRAPHITECH to submit a new joint venture (consortium) agreement, excluding EA and SVERTAS. As a result, EA and SVERTAS have accepted to withdraw from the AGREEMENT and EA, SVERTAS, GRAPHITECH and EDF have signed an amendment to the AGREEMENT the 13.09.2022, hereinafter the "AMENDMENT N°1" in order to acknowledge such withdrawal.
4. The XX.XX.XXX, EDF and GRAPHITECH signed a second amendment, hereinafter the "AMENDMENT N°2" in order to update the division of work and the proportionate share of the AGREEMENT between EDF and GRAPHITECH.
4. The INPP and the consortium constituted between GRAPHITECH and EDF signed a framework agreement the 28/12/2022 and the first main contract the 11/01/2023, for the performance of engineering services associated with dismantling of INPP.
5. To perform a part of the works, including critical works, GRAPHITECH and EDF intend to include CYCLIFE ENGINEERING as a consortium member and CYCLIFE ENGINEERING accepts to be integrated as a consortium member.

Now it is hereby agreed as follows:

ARTICLE 1. PURPOSE OF THE AMENDMENT

The purpose of the AMENDMENT N°3 is:

- To integrate CYCLIFE ENGINEERING as a consortium member
- Consequently:
 - To update the appendix related to the division of works
 - To update the appendix related to the contract prices and the proportionate shares

For the avoidance of doubts, the Parties acknowledge that some provisions of the AGREEMENT refer to the preparation and submission of the TENDER as part of the PROJECT (as those terms are defined in the AGREEMENT) and, therefore, are not relevant anymore, as:

- (i) The TENDER has already been properly submitted to the CLIENT, and
- (ii) A framework agreement and a first execution contract have already been signed by the consortium, constituted with EDF and GRAPHITECH, and by INPP.

The PARTIES agree that CYCLIFE ENGINEERING shall not be bound by the provisions of the AGREEMENT related to the preparation and submission of the TENDER, such as, but not limited to article 2.1, article 5, article 12.1.(i).

ARTICLE 2. MODIFICATIONS OF THE CONSORTIUM AGREEMENT

2.1. Modification of the appearance of the Parties

In the appearance of the Parties, page 3 of the AGREEMENT, after “(hereinafter called “**Graphitech**”) is introduced CYCLIFE ENGINEERING’s appearance:

“**CYCLIFE ENGINEERING**, a *société par actions simplifiée*, incorporated under the laws of France, registered at the Registre du Commerce et des Sociétés of Lyon, under the number 824 565 220, with its registered office at 196 Avenue Thiers, 69006 Lyon, represented by [REDACTED]

Hereinafter called “CYCLIFE ENGINEERING””

2.2. Modification of article 20 “NOTICES” of the AGREEMENT

At the end of the article 20 of the AGREEMENT, is added the following paragraph:

“CYCLIFE ENGINEERING

- Att: [REDACTED]
- Domicile: [REDACTED]

2.3. Modification of the Annexure (1) “SCOPE OF WORKS”

The Annexure (1) “SCOPE OF WORKS” of the AGREEMENT, as may be modified by the AMENDMENT N°1 and AMENDMENT N°2, is deleted and replaced by the annexure n°1 of the present AMENDMENT N°3.

2.4. Modification of the Annexure (4) “TENDER/CONTRACT PRICES AND PROPORTIONATE SHARE”

The Annexure (4) “TENDER/CONTRACT PRICES AND PROPORTIONATE SHARE” of the AGREEMENT, as may be modified by the AMENDMENT N°1 and AMENDMENT N°2, is deleted and replaced by the annexure n°2 of the present AMENDMENT N°3.

ARTICLE 3. ENTRY INTO FORCE

This AMENDMENT N°3 shall entry into force on the EFFECTIVE DATE.

ARTICLE 4. MISCELLANEOUS

4.1. Effect of the AMENDMENT N°3

Except as amended hereby, all other terms and conditions of the AGREEMENT shall remain in full force and effect. In the event of any contradictions or discrepancies between the contents of this AMENDMENT N°1, AMENDMENT N°2, AMENDMENT N°3, and the AGREEMENT with respect to the subject matter of this AMENDMENT N°3, the provisions of this AMENDMENT N°3 shall prevail.

This AMENDMENT N°3 is an integral part of the AGREEMENT.

4.2. Applicable law and dispute resolution

This AMENDMENT N°3 is governed by laws of Lithuania, except its conflict of laws rules.

Every dispute arising from this AMENDMENT N°3 shall be settled in accordance with the provision regarding disputes resolution provided in the AGREEMENT.

For EDF
████████████████████

For GRAPHITECH
████████████████████

For CYCLIFE ENGINEERING
████████████████████

DRAFT

Annexure (1) - SCOPE OF WORKS

	DIVISION OF WORK			
Tasks and Activities	EDF	GRAPHITECH	CENG	Comment
Position	Leader	Partner	Partner	
Project Management and Client Single Point of Contact	L	S	S	
QA	L	S	S	
Translation and interpretation Local logistics	L			
MAIN CONTRACT 1				
Task 1 – Preparatory activities and data collection				
Task 1.1: Development of Methodology document(s)		L	C	
Task 1.2: Development of Design Basis document(s)		L	C	
Task 2: Development of Design Options Report				
Process 1: Gaining access to the Graphite stacks and other components of zone R3	S	L	S	

Process 2: Dismantling and retrieval	S	L	S	
Process 3: Waste processing and packaging	S	S	L	
Process 4: Waste package transfer	S	S	L	
Process 5: RWISF solutions	S	S	L	
Process 6: Completion and clean-up	S	L	S	
	MAIN CONTRACT 2			
Task 3: Development of a Conceptual Design				
Process 1: Gaining access to the Graphite stacks and other components of zone R3	S	L	S	
Process 2: Dismantling and retrieval	S	L	S	
Process 3: Waste processing and packaging	S	S	L	
Process 4: Waste package transfer	S	S	L	
Process 5: RWISF solutions	S	S	L	
Process 6: Completion and clean-up	S	L	S	
Task 4: Development of Gap Analysis Report		S	S	

Leader : Responsible for deliverable. Responsible for organising and managing resources (divide the work between contributors). Develops parts of the deliverable/chapter.

C : Contributor : Responsible of part of the tasks (for example some chapters

S: support: supply expertise, inputs/data, review and comment part of deliverable.

Annexure (2) – TENDER / CONTRACT PRICES AND PROPORTIONATE SHARES

Member	Share* (without LF)		Leadership Fee (5%)* (LF)	Share* (with LF)	
	Amount	Ratio		Amount	Ratio
EDF					
Graphitech					
CENG					
Global					

(*) Split in 50% for Main Contract 1 and 50% for Main Contract 2

(c) DESIGN DEVELOPMENT OF RADIOACTIVE WASTE STORAGE FACILITY

The Supplier during the last 20 years has previously provided to completion or is currently providing similar services under which the Supplier has already developed the design of a storage facility for solid radioactive waste pending its disposal. The development by the Supplier of the design of a storage facility for solid radioactive waste pending its disposal is demonstrated where the supplier is indicated as the author or co-author of the corresponding delivered document(s).

Contract(s) No. (if applicable)

**First order : CE 5060-4210387093
Second order : under discussion**

Contract(s)/Services Title

**Saint Laurent A Graphite waste interim storage
(Detailed Design)**

Name(s) of company(s) that provided / is providing the services

Cyclife Engineering

Name(s) of the recipient(s) of the services and contact person (forename, surname, position, phone number, email)

██████████
████████████████████
████████████████████

Contract(s)/Services start and end dates (at least year and month)

**First contract 05/2020 to 06/2022
Second contract 01/2023 (on-going)**

Summary description of the Contract(s)/Services (below)

The purpose of the first detailed design study was to analyse the equipment required for the extraction, processing, and storage of graphite wastes from silos 1 and 2 of the Saint Laurent A site pending the availability of a final repository.

The work performed by Cyclife Engineering included (but was not limited to):

- Technical notes:
 - Hypothesis note regarding the waste package
 - Specifications of the waste package
 - Specifications of the equipment (turntable, conveyor, pallet shuttle, handling device)
 - Justification of the building integrity through calculations
 - Justification of the equipment integrity through calculations
- Drawings:
 - Drawings for the waste package
 - General arrangement drawings
 - Storage equipment drawings
- 3D modelling
 - 3D model of the facility
 - 3D model of the equipment
- Project management
 - Risk analysis
 - Schedule estimation
 - Cost estimate

A second detailed design study is being prepared for the full building design before the engineering, construction and procurement contracts can be launched.

(d) DEVELOPMENT OF RADIOACTIVE WASTE TREATMENT TECHNOLOGY

The Supplier during the last 20 years has previously provided to completion or is currently providing similar services under which the Supplier has already developed the radioactive waste treatment technology (for example: designing of packages, development of waste processing technology, development of the design of a waste processing facility). The development by the Supplier of the radioactive waste treatment technology is demonstrated where the supplier is indicated as the author or co-author of the corresponding delivered document(s)

Contract(s) No. (if applicable)**First Order : CE 5060-4210409045
Second Order : CE 5060-4210482888****Contract(s)/Services Title****Chinon A2 Waste cutting workshop
(Detailed design)****Name(s) of company(s) that provided / is providing the services****Cyclife Engineering****Name(s) of the recipient(s) of the services and contact person (forename, surname, position, phone number, email)**[REDACTED]
[REDACTED]
[REDACTED]**Contract(s)/Services start and end dates (at least year and month)****First order: 07/2021 to 03/2022
Second order: 11/2022 (on-going)****Summary description of the Contract(s)/Services (below)**

The first contract for detailed design included the design of access facilities, the waste processing workshop, technical rooms, gas park and storage area for operating waste.

The second contract for optimisation of the design is still ongoing and focuses on challenging technical requirements to optimise the design and the overall cost estimate.

The work performed by Cyclife Engineering included (but is still ongoing and not limited to):

- Technical notes:
 - Civil engineering hypothesis and calculations
 - Handling devices hypothesis, functions, and layout
 - Processes hypothesis, functions, and layout
 - Electrical distribution hypothesis, lists of feeders and consumers, calculations, and layout
 - HVAC hypothesis, calculations, and layout
 - Radioprotection analysis, zoning, and calculations
 - Flow study
- Drawings:
 - General arrangement drawings (with equipment)
 - Layout drawings
 - Numerous guide drawings (HVAC, fluids, equipment...)
- 3D modelling
 - 3D model of the facility
 - 3D model of the equipment
- Project management
 - Risk analysis
 - Schedule estimation
 - Cost estimate
 - Industrial allotment



Your references: N/A

Our references:

Contact(s):

Cyclife Engineering

196 avenue Thiers

69006 Lyon

Subject: Contracts performed by Cyclife Engineering

To the attention of



Lyon, the 2nd of March 2023,

I hereby certify that the following contracts performed by Cyclife Engineering for EDF DP2D have either been completed or are currently underway.

I can confirm that the following contracts have been successfully completed:

CE 5060-4210387093: Saint Laurent A Graphite waste interim storage detailed design: analysis of the equipment required for extraction, processing, and interim storage of graphite waste from silos 1 and 2 of the Saint Laurent A site pending the availability of final repository.

CE 5060-4210409045: Chinon A2 centralized cutting workshop called "ADC": detailed design of the ADC facility, a required processing utility for the dismantling of Chinon A2 heat exchangers. The detailed design includes the design of access facilities, the waste processing workshop, technical rooms, a gas park and a storage area for wastes.

I can confirm that the following contracts are currently underway:

CE 5060-4210482888: Chinon A2 centralized cutting workshop: optimization phase of the detailed design studies to identify cost reduction opportunities in challenging technical requirements. Among others, seismic requirement was aligned with the facility purpose and Chinon A2 dismantling decree, resulting in the opportunity to change the building technology, thus generating significant cost reduction and schedule optimization.

In addition, I can confirm that Cyclife Engineering is already taking part in the follow up of the Saint Laurent A Graphite Waste Interim Storage project and contracts will be signed soon.



URSSAF RHONE-ALPES
6 rue du 19 Mars 1962
69691 VENISSIEUX CEDEX

A VENISSIEUX , le 17/02/2023

POUR NOUS CONTACTER

Courriel: depuis votre espace urssaf.fr
Tel.: 3957

RÉFÉRENCES

N°SIREN 824565220

Page 1/2

CADRE LÉGAL

Article L.243-15 du code de la Sécurité sociale.

CODE DE SÉCURITÉ

1GOK1C5Z66IL1MS

La vérification de l'authenticité et de la validité de ce document s'effectue sur urssaf.fr/portail/home/utile-et-pratique/verification-attestation.html

SAS CYCLIFE ENGINEERING
196 AV THIERS
69006 LYON 06

OBJET : Attestation de fourniture des déclarations sociales et paiement des cotisations et contributions sociales.

Madame, Monsieur,

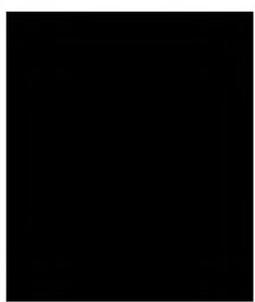
Je vous adresse votre attestation de fourniture des déclarations sociales et de paiement des cotisations et contributions sociales.

En votre qualité d'employeur, cette attestation vous est délivrée pour les établissements dont la liste figure au verso.

J'attire votre attention sur le fait que ce document a été établi à partir de vos déclarations. Il ne préjuge pas de l'exactitude de ces déclarations et ne vaut pas renonciation au recouvrement d'éventuelles créances.

La validité de cette attestation et le détail des informations contenues doivent être contrôlés par votre cocontractant.

Pour tout renseignement complémentaire, n'hésitez pas à prendre contact avec nos conseillers Urssaf.



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27/02/23

CODE DE SÉCURITÉ

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SAS CYCLIFE ENGINEERING
196 AV THIERS
69006 LYON 06

En votre qualité d'employeur, la présente attestation de fourniture des déclarations et de paiement des cotisations de Sécurité sociale et d'allocations familiales, de contributions d'assurance chômage et de cotisations AGS, vous est délivrée :

- effectif moyen mensuel non déterminé,

L'effectif moyen mensuel calculé par l'Urssaf à partir des données issues de votre DSN

- pour une masse salariale de 500527 euros,

- au titre du mois de janvier 2023,

- et au titre du (des) établissement(s) suivant(s) :

ÉTABLISSEMENTS CONCERNÉS

NUMÉRO SIRET

196 AV THIERS

69006 LYON 06

82456522000020

ATTESTATION DE L'UNION DE RECouvreMENT

La présente attestation ne préjuge pas de l'exactitude des bases sur lesquelles elle a été établie et ne vaut pas renonciation au recouvrement des éventuelles créances contestées.

Le Directeur soussigné certifie qu'au titre du (des) établissement(s) ci-dessus désigné(s), l'entreprise est à jour de ses obligations en matière de cotisations de Sécurité sociale et d'allocations familiales, de contributions d'assurance chômage, de cotisations AGS*, et d'obligation d'emploi des travailleurs handicapés** à la date du 31/01/2023.

Fait à : VENISSIEUX
le : 17/02/2023

Le Directeur
ou son délégué

* Cette attestation concerne les contributions d'assurance chômage et cotisations AGS dues au titre des rémunérations versées à compter du 1er janvier 2011. Pour les périodes antérieures à cette date, il convient de se rapprocher de Pôle Emploi.

** Cette attestation concerne les contributions liées à l'obligation d'emploi des travailleurs handicapés dues au titre des périodes d'emploi à compter du 1er janvier 2020 lorsque votre entreprise y est assujettie. Pour les périodes antérieures à cette date, il convient de se rapprocher de l'Agefiph.

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27/02/23

Logo: *Urssaf*

URSSAF RHONE-ALPES
6 rue du 19 Mars 1962
69691 VENISSIEUX CEDEX

IN VENISSIEUX, 17/02/2023

TO CONTACT US

Email : from your space urssaf.fr
Tel: 3957

SAS CYCLIFE ENGINEERING
196 AV THIERS
69006 LYON 06

REFERENCES
SIREN N° 824565220

OBJECTIVE: Attestation for the provision of social declarations and settlement of social contributions

Page 1/2

Sir, Madam

LEGAL FRAMEWORK
Article L.243-15 of the Social Security Code

I'm sending you your attestation for the provision of social declarations and the payment of social contributions.

SECURITY CODE

IGOK1C5Z66ILIMS

As an employer, this certificate is issued to you for the establishments listed overleaf

The verification of the authenticity and of the validity of this document can be carried out at www.urssaf.fr/portail/home/utile-et-pratique/verification-attestation.html

I would like to draw your attention to the fact that this document has been established using your declarations. It does not presume the exactness of these declarations and does not serve as a waiver to the recovery of possible sums due.

The validity of this certificate and the details of the information it contains must be checked by your co-contractor.

For any further information, do not hesitate to contact our Urssaf advisors

Best regards

[signature]

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Ne varietur 129/2023-1



27/02/23

Logo: URSSAF

ATTESTATION FOR THE PROVISION OF THE SOCIAL
DECLARATIONS AND PAYMENT OF THE SOCIAL
CONTRIBUTIONS

Article L.243-15 of the Social Security Code

2/2

SECURITY CODE

IGOK1C5Z66IL1MS

SAS CYCLIFE ENGINEERING
196 AV THIERS
69006 LYON 06

The verification of the authenticity and of the
validity of this document can be carried out at
www.urssaf.fr/portail/home/utile-et-pratique/verification-attestation.html

In your role as employer, this attestation for the provision of declarations
and payment of the social security contributions and family allowances,
unemployment insurance contributions and AGS contributions is issued to
you:

- for an - average monthly workforce not specified,
*The average monthly workforce calculated by Urssaf using the data
issued by your DSN*
- for a pay roll of 500527 Euros,
- for the month of January 2023,
- and for the following establishment(s):

ESTABLISHMENT CONCERNED	SIRET NUMBER
196 AV THIERS 69006 LYON 06	82456522000020

ATTESTATION OF THE RECOVERY UNION	
This attestation does not presume the exactness of the bases on which it has been established and does not serve as a waiver to the recovery of possible contested sums due.	<p>The Director undersigned certifies for the establishments named above, the company is up-to-date with its obligations regarding social security contributions and family allowances, unemployment insurance contributions and AGS contributions*, and the obligations regarding disabled workers** on 31/12/2023.</p> <p>Established in VENISSIEUX on: 17/02/2023</p> 
	<p><i>* This attestation concerns the unemployment insurance contributions and AGS contributions due for the remunerations paid as from 1st January 2011. For the periods prior to this date please enquire at the employment centre.</i></p> <p><i>** This certificate concerns the contributions linked to the obligation to employ disabled workers due for periods of employment as from 1 January 2020 if your company is subject to this obligation. For periods prior to this date, you should contact Agefiph.</i></p>

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Ne varietur 129/2023-7



SAUVEGARDE, REDRESSEMENT OU LIQUIDATION JUDICIAIRE

CYCLIFE ENGINEERING

824 565 220 R.C.S. LYON

Adresse : 196 AVENUE THIERS 69006 LYON

Activité (code NAF): Ingénierie, études techniques

Le Greffier du Tribunal de Commerce de LYON certifie que les recherches faites sur le registre du commerce et des sociétés pour les personnes immatriculées à ce registre et sur le répertoire général des affaires de la juridiction pour les personnes non immatriculées relativement à des procédures de :

- Règlement judiciaire et Liquidation des biens (Loi du 13/07/1967)
- Redressement et Liquidation Judiciaire (Loi du 25/01/1985)
- Sauvegarde, Redressement et Liquidation Judiciaire (Loi du 26/07/2005)

concernant l'entreprise ci-dessus ont donné pour résultat :

NEANT

Certificat délivré sous réserve :

- de toute procédure collective ouverte par une autre juridiction et non portée à la connaissance du greffe ;
- de toute procédure collective dont les mentions au R.C.S. ont été radiées en application de l'un des articles suivants : R. 626-20, R. 123-135, ou R. 123-154 du Code de Commerce ; 36-1 ou 71 du décret n° 84-406 du 30 mai 1984 ;
- de toute radiation, non portée à la connaissance du greffe, de mentions inscrites à d'autres registres ou répertoires.

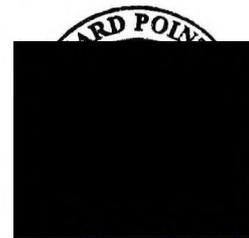
Document délivré le 21/02/2023

Ces informations sont à jour à la date du 20/02/2023

POUR RECEVOIR UN CERTIFICAT EN MATIÈRE DE PROCÉDURE COLLECTIVE DÉLIVRÉ ET CERTIFIÉ PAR LE GREFFIER

CERTIFICAT AJOUTÉ

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Ne varietur 129/2023-2



127/02/23

SAFEGUARD, RECOVERY OR JUDICIAL LIQUIDATION

CYCLIFE ENGINEERING

824 565 220 R.C.S. LYON

Adresse: 196 AVENUE THIERS 69006 LYON

Activity (code NAF): Engineering, technical studies

The Registrar of the Commercial Court of LYON certifies that the searches made in the trade and companies register for persons registered in this register and in the general business directory of the court for persons not registered in relation to:

- Judicial settlement and liquidation of assets (Law of 13/07/1967))
- Redress and Judicial Liquidation (Law of 25/01/1985)
- Safeguard, Restructuring and Judicial Liquidation (Law of 26/07/2005)

for the above company resulted in:

NONE

Certificate issued subject to:

- any collective proceedings opened by another court and not brought to the attention of the registry;
- any collective proceedings whose entries in the R.C.S. have been struck off pursuant to one of the following articles: R. 626-20, R. 123-135, or R. 123-154 of the Commercial Code; 36-1 or 71 of decree n° 84-406 of 30 May 1984;
- any deletion, not brought to the attention of the registry, of entries in other registers or directories.

Document issued on 21/02/2023

This information is up-to-date on 20/02/2023

TO RECEIVE A CERTIFICATE IN COLLECTIVE PROCEEDINGS ISSUED AND CERTIFIED BY THE REGISTRAR

CERTIFICATE ADDED

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1 27/02/23



DIRECTION GENERALE DES FINANCES PUBLIQUES

ATTESTATION DE REGULARITE FISCALE

Numéro de délivrance : 13617611

La société désignée ci-dessous :

DENOMINATION DE LA SOCIETE :
SASU CYCLIFE ENGINEERING

ADRESSE DU PRINCIPAL ETABLISSEMENT :
196 AVENUE THIERS
69006 LYON 6EME

N° SIREN : 824565220

est en règle au regard des obligations fiscales suivantes :

- Dépôt des déclarations de résultats et de TVA
- Paiement⁽¹⁾ de la TVA⁽²⁾ ou de l'IS⁽³⁾

Cette société est une société fille d'un groupe :

- soumis au régime de l'intégration fiscale visée à l'article 223 A du code général des impôts (groupe IS);
- ou de consolidation du paiement de la TVA visé à l'article 1693 ter du code général des impôts (groupe TVA).

L'impôt sur les sociétés ou la taxe sur la valeur ajoutée (TVA) dû sur le résultat d'ensemble du groupe IS ou du groupe TVA est versé par la société mère correspondante dont les coordonnées figurent ci-dessous :

Dénomination de la société mère :
SA ELECTRICITE DE FRANCE

Adresse de la société mère :
22-30 AVENUE DE WAGRAM
75008 PARIS

Dès lors, pour justifier de la régularité de sa situation fiscale, la société fille doit joindre à la présente attestation celle justifiant du paiement de l'impôt sur les sociétés ou de la TVA fournie par la société mère.

Date de délivrance : le 17/02/2023

Service gestionnaire :
DIRECTION DES GRANDES ENTREPRISES
EQUIPE IFU 8
8 RUE COURTOIS
93505 PANTIN CEDEX
ACCUEIL TELEPHONIQUE OU SUR RENDEZ-VOUS TLJ DE 9H A 18H
Tél. : 0149911470
IFU8-DGE@DGFIP.FINANCES.GOUV.FR

⁽¹⁾ Y compris les pénalités y affèrent éventuellement mises à sa charge.

⁽²⁾ Si la société est fille d'un groupe de sociétés relevant du régime fiscal d'intégration.

⁽³⁾ Si la société est fille d'un groupe de consolidation du paiement de la TVA.

MINISTÈRE DE L'ACTION
ET DES COMPTES PUBLICS

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Ne varietur 129/2023-3



Logo : France

GENERAL DIRECTORATE OF PUBLIC FINANCES

CERTIFICATE OF FISCAL REGULARITY

Issue number : 13617611

The company designated below :

DESIGNATION OF THE COMPANY :

SASU CYCLIFFE ENGINEERING

ADDRESS OF THE MAIN ESTABLISHMENT

196 AVENUE THIERS
69006 LYON 6TH DISTRICT

SIREN N°: 824565220

has fulfilled the following tax obligations

- filing of income tax and VAT returns
- Payment⁽¹⁾ of VAT⁽²⁾ or IS⁽³⁾

This company is a subsidiary of a group:

- subject to the tax consolidation regime referred to in Article 223 A of the General Tax Code (IS group);
- or the consolidation of VAT payments referred to in Article 1693 ter of the General Tax Code (VAT group)

Corporate income tax or value added tax (VAT) due on the overall result of the corporate income tax group or VAT group is paid by the corresponding parent company whose details are given below:

Name of the parent company:

SA ELECTRICITE DE FRANCE

Address of the parent company:

22-30 AVENUE DE WAGRAM
75008 PARIS

Therefore, in order to justify the regularity of its tax situation, the daughter company must attach to this certificate the certificate proving the payment of corporation tax or VAT provided by the parent company

Issue date: 17/02/2023

Management service
COMPANY TAXES DIRECTORATE
IFU 8 TEAM
8 RUE COURTOIS
93505 PANTIN CEDEX
TELEPHONE RECEPTION OR BY APPOINTMENT DAILY FROM 9 AM TO 6 PM
Tel. : 0149911470
IFU8-DGE@DGFIP.FINANCES.GOUV.FR

⁽¹⁾ Including any related penalties for which it may be liable

⁽²⁾ If the company is a subsidiary of a group of companies subject to the tax consolidation system.

⁽³⁾ If the company is a subsidiary of a VAT consolidation group

Logo

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Ne varietur 129/2023-3



27/02/23



127/02/23

DÉCISION PORTANT DÉLÉGATION DE POUVOIRS ET DE RESPONSABILITÉS DE DIRECTEUR ADMINISTRATIF ET FINANCIER

Monsieur [REDACTED]

En votre qualité de [REDACTED], je vous délègue les pouvoirs suivants en France et à l'étranger, dans la limite de vos attributions et dans le respect des dispositions législatives et réglementaires et des procédures applicables à CYCLIFE ENGINEERING et notamment celles concernant le budget, les achats, les investissements et la sécurité des systèmes d'information ainsi que du patrimoine immatériel.

1. Concernant l'autorité exercée sur les services qui vous sont rattachés

- Me proposer toute décision d'organisation des services placés sous votre autorité.
- Prendre toute décision individuelle relative au recrutement, à la nomination, à la gestion, à la rémunération, à la discipline et à la rupture du contrat de travail des personnels de CYCLIFE ENGINEERING, pour des salariés dont la rémunération annuelle globale brute est inférieure à 80 k€, et signer les documents contractuels correspondant.
- Protéger la santé et assurer la sécurité, de façon permanente et effective, des personnels de CYCLIFE ENGINEERING et d'une manière générale, de toute personne présente dans l'enceinte de vos locaux ou des dépendances de ceux-ci ; à ce titre, prendre toute disposition nécessaire et donner toute instruction qui s'impose aux fins que soit respectée la réglementation applicable en matière de santé, d'hygiène, de sécurité et de conditions de travail.
- Faire tous actes en vue de mettre en œuvre tout traitement automatisé d'informations nominatives, dans les conditions prévues par la loi n° 78-17 du 6 janvier 1978 modifiée et plus généralement, faire tous actes en vue d'assurer la sécurité des données personnelles, des systèmes d'information et du patrimoine immatériel relevant de votre domaine.
- Porter plainte, au nom de CYCLIFE ENGINEERING, notamment en cas de vol ou de dégradation des biens de l'entreprise.

2. Concernant les engagements et les achats

- Dans la limite d'un plafond de 300 000 euros par opération, négocier et signer tous contrats et marchés nécessaires.
- Dans la limite d'un plafond de 300 000 euros par opération, négocier et signer avec toute entité du Groupe EDF tous contrats relevant de l'exercice de vos missions.
- Sans limite de montant, négocier et signer toute commande d'exécution sur les contrats cadres établis entre EDF SA et CYCLIFE ENGINEERING.
- Faire tous actes d'exécution des marchés visés au présent paragraphe ; engager les dépenses afférentes.

3. Concernant le domaine financier

- Payer et recevoir toutes sommes, exiger toutes sommes dues à CYCLIFE ENGINEERING à quelque titre que ce soit ; à cet effet, signer toute pièce de trésorerie.

- Faire fonctionner, au nom de CYCLIFE ENGINEERING, tous comptes postaux ou bancaires, en euros ou en devises, dans des établissements de crédit ou institutions bancaires, ainsi que dans toutes sociétés ou caisses publiques.
- Faire tous actes en vue du recouvrement amiable des créances dues à CYCLIFE ENGINEERING ;
- Retirer toutes marchandises en consignment de douane ; faire toutes déclarations, prendre tous engagements et signer tous documents à cet effet ; acquitter tous droits, demander tous dégrèvement.
- Faire toutes déclarations fiscales ; former toutes demandes en dégrèvement, réduction, décharge, remise de tous impôts, contributions, taxes et redevances de quelque nature qu'ils soient, signer et présenter à cet effet tous mémoires et pétitions.

* *

D'une façon générale et aux effets ci-dessus :

- faire le nécessaire ;
- désigner l'un de vos collaborateurs, qui bénéficiera ponctuellement d'une délégation de signature, pour vous remplacer en cas d'absence ou d'empêchement.

Je vous rappelle les devoirs et responsabilités qui vous incombent en contrepartie de ces pouvoirs :

- me tenir informé périodiquement et aussi souvent que nécessaire de l'exécution des tâches accomplies en vertu de la présente délégation de pouvoirs ;
- vous tenir informée et veiller au respect des lois et réglementations de tous ordres applicables aux activités relevant de vos attributions, et prendre toutes dispositions et donner toutes instructions qui s'imposent aux fins que soient respectées, notamment, la législation et la réglementation relatives à la protection de l'environnement ;
- veiller au respect de la charte éthique et des valeurs du Groupe EDF ;
- vous assurer de la connaissance et du respect de ces règles par vos collaborateurs.

L'exercice des pouvoirs qui vous sont dévolus au titre de la présente délégation est susceptible d'engager votre responsabilité, et notamment votre responsabilité pénale à titre personnel, lorsque des sanctions de cette nature sont prévues par les réglementations applicables.

Fait, en deux exemplaires, à Lyon le 19 mars 2021

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Ne varietur 129/2023-4

Fabrice DUFRESNE d'AMICO

Bon pour acceptation de pouvoir et de responsabilité



Certifié une traduction
fidèle à la copie

Ne varietur 129/2023-4

Bon pour délégation de pouvoir et de responsabilité



¹ Faire précéder la signature par la mention manuscrite « Bon pour acceptation de pouvoirs et de responsabilités »

² Faire précéder la signature par la mention manuscrite « Bon pour délégation de pouvoirs et de responsabilités »



DECISION DELEGATING THE POWERS AND RESPONSIBILITIES OF THE ADMINISTRATIVE AND FINANCIAL DIRECTOR

[REDACTED]

In your capacity as [REDACTED], I delegate to you the following powers in France and abroad, within the limits of your attributions and in compliance with the legal and regulatory provisions and procedures applicable to CYCLIFE ENGINEERING, and in particular those concerning the budget, purchases, investments and the security of the information systems as well as the intangible assets.

1. Concerning the authority exercised over the services attached to you

- To propose to me any decision concerning the organisation of the services placed under your authority.
- To take all individual decisions relating to the recruitment, appointment, management, remuneration, discipline and termination of the employment agreement of CYCLIFE ENGINEERING staff, for employees whose total gross annual remuneration is less than 80 k€, and sign the corresponding contractual documents.
- To protect the health and ensure the safety, on a permanent and effective basis, of CYCLIFE ENGINEERING staff and, in general, of any person present on your premises or in the outbuildings of these premises; in this respect, take all necessary measures and give all necessary instructions to ensure compliance with the applicable regulations in terms of health, hygiene, safety and working conditions.
- To take all actions with a view to implementing any automated processing of personal information, under the conditions provided for by Act No. 78-17 of 6 January 1978 as amended, and more generally, to take all actions with a view to ensuring the security of personal data, information systems and intangible assets falling within your domain.
- To file a complaint, in the name of CYCLIFE ENGINEERING, in particular in case of theft or damage to the company's assets.

2. Concerning commitments and purchases

- Up to a maximum of Euros 300,000 per operation, to negotiate and sign all necessary agreements and contracts.
- Within the limit of 300,000 Euros per operation, to negotiate and sign with any entity of the EDF Group all agreements relevant to the performance of your duties.
- Without limit of amount, to negotiate and sign any execution order on the framework agreements established between EDF SA and CYCLIFE ENGINEERING.
- To carry out all actions for the execution of the contracts referred to in this paragraph; incur the related expenses.

3. Concerning the financial domain

- To pay and receive all sums, to demand all sums due to CYCLIFE ENGINEERING for any reason whatsoever; as a matter of fact, to sign all cash documents.

- To operate, in the name of CYCLIFE ENGINEERING, all postal or bank accounts, in Euros or in foreign currencies, in credit or banking institutions, as well as in all companies or public funds.
- To carry out all actions with a view to the amicable recovery of debts owed to CYCLIFE ENGINEERING ;
- To withdraw any goods on consignment from customs; make any declarations, give any undertakings and sign any documents to that effect; pay any duties, claim any relief
- To make all tax declarations; to make all applications for relief, reduction, discharge, remission of all taxes, contributions, duties and fees of any kind whatsoever, and to sign and present for this purpose all memoranda and petitions.

**

In general and to the above effects:

- do what is necessary;
- designate one of your colleagues, who will benefit from a delegation of signature from time to time, to replace you in the event of absence or impediment

I remind you of your duties and responsibilities in return for these powers:

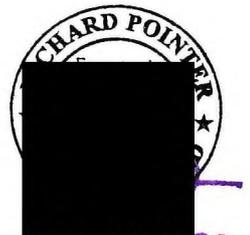
- to keep me informed periodically and as often as necessary of the execution of the tasks carried out under this delegation of powers
- keep you informed and ensure compliance with all laws and regulations applicable to the activities under your responsibility, and take all necessary measures and give all necessary instructions to ensure compliance, in particular, with the laws and regulations relating to environmental protection;
- ensure compliance with the EDF Group's ethics charter and values;
- ensure that your employees are aware of and comply with these rules.

The exercise of the powers vested in you by virtue of this delegation is likely to give rise to liability on your part, and in particular your personal criminal liability, when sanctions of this nature are provided for by the applicable regulations.

Established in duplicate, in Lyon on 19 March 2021

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Ne varietur 129/2023-4



[Redacted]
Good for acceptance of power and responsibility
[signature]

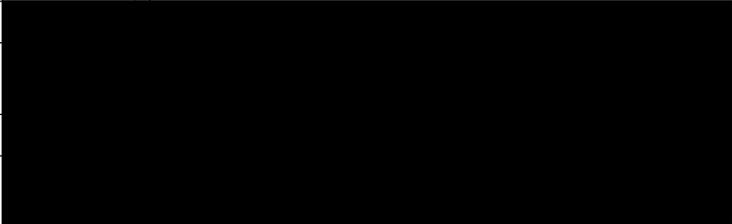
Administrative and Financial Director of
[Redacted]

[Redacted]
Good for acceptance of power and responsibility
[signature]

¹ Precede signature with the handwritten words "Good for acceptance of powers and responsibilities".

² Precede signature with the handwritten words "Good for acceptance of powers and responsibilities".

DETALŪS METADUOMENYS

Dokumento sudarytojas (-ai)	EDF – Decommissioning & Waste Management
Dokumento pavadinimas (antraštė)	Ignalina First Main Contract PSt-16 (13.67) : EDF evolutions of Organisation
Dokumento registracijos data ir numeris	2023-03-06, IG-1156
Adresatas	
Registratorius	
Veiksmo atlikimo data ir laikas	
Dokumento nuorašo atspausdinimo data ir jį atspausdinęs darbuotojas	

Nuorašas tikras
VI Ignalinos atominė elektrinė (102 / 103)
2023-03-06



Vos références : 2023-03-15 Nr IS – 1278 (13.67E)

Nos références : D455523004208

Affaire(s)
technique(s) :

Interlocuteur(s) :

SE Ignalina nuclear power plant
Elektrinės str. 4, K 47,
Drūkšinių vil.,
31152 Visaginas mun

For the attention of

Objet : Evolution of EDF's organisation

23th of March 2023

Dear

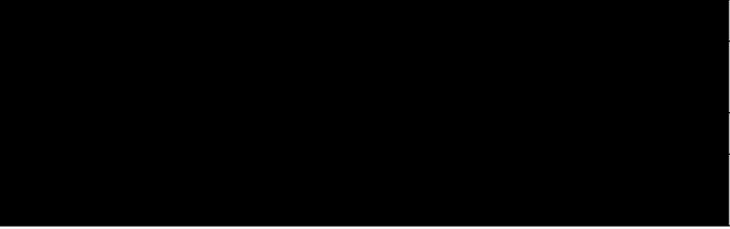
Regarding the point 3 employment of additional subcontractor – Svertas UAB of your letter 2023-03-15 Nr IS – 1278 (13.67E), we would like to bring the following elements:

- EDF and Graphitech give up subcontracting any part of the scope to Svertas UAB
- EDF and Graphitech will not subcontracting any part of the scope to other companies. The list of subcontractor stays the same than the one handed over to the First Main contract signed (no subcontractor)

Yours sincerely,

On behalf of the Consortium

DETALŪS METADUOMENYS

Dokumento sudarytojas (-ai)	CYCLIFE/EDF
Dokumento pavadinimas (antraštė)	EVOLUTION OF EDF'S ORGANISATION
Dokumento registracijos data ir numeris	2023-03-24, IG-1445
Adresatas	
Registratorius	
Veiksmo atlikimo data ir laikas	
Dokumento nuorašo atspausdinimo data ir jį atspausdinęs darbuotojas	

Nuorašas tikras
VI Ignalinos atominė elektrinė (102 / 103)
2023-03-24



VALSTYBĖS ĮMONĖ
IGNALINOS ATOMINĖ ELEKTRINĖ
STATE ENTERPRISE
IGNALINA NUCLEAR POWER PLANT

Electricité de France, leader of consortium, composed of Electricité de France and GRAPHITEC 22-30 avenue de Wagram, FR-75008 Paris, France E-mail.: 	Ref:	<u>2023-01-24</u> <u>2023-03-03</u>	No. <u>IS-</u> No. <u>D455523001033</u> <u>D455523003123</u>
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REGARDING THE REQUEST FOR MODIFICATION OF CONSORTIUM, LIST OF EXPERTS, AND EMPLOYMENT OF ADDITIONAL SUBCONTRACTOR

SE Ignalina Nuclear Power Plant (hereinafter referred to as INPP) hereby informs you, that it has analysed the request to modify the Framework Agreement No. PSt-393(13.67E), dated Dec. 29th, 2022, for provision of engineering services associated with dismantling of INPP reactor cores (hereinafter referred to as Framework Agreement) and Main Contract No. PSt-16(13.67), dated Jan. 11th, 2023, for provision of engineering services associated with dismantling of INPP reactor cores (hereinafter referred to as Main Contract), which was submitted to INPP by Electricité de France, leader of consortium, composed of Electricité de France and GRAPHITEC (hereinafter referred to as Contractor), on Jan. 24th, 2023 (ref. D455523001033), as well as the supporting documents, submitted on Mar. 3rd, 2023 (ref. D455523003123).

1. Regarding modification of consortium – employment of Cyclife Engineering as new partner of the joint venture.

Upon examining Contractor's request and supporting documents INPP has determined, that following the provisions of Point 5 of Part 1 of Art. 89 of Public Procurement Law of the Republic of Lithuania, the inclusion of Cyclife Engineering as a partner of the joint venture agreement should not be considered a fundamental change to the Framework Agreement if the single shareholder of Cyclife Engineering is the leading member of Contractor's consortium – if the Contractors request meets these criteria, such changes to Framework Agreement should not be considered a fundamental change and therefore be permissible.

Considering the Contractor's statement regarding activities to be performed by Cyclife Engineering (activities related to radioactive waste management and waste storage facility design and solutions), INPP has determined that Cyclife Engineering must meet the qualification requirements set out in Parts (c) and (d) of Art. 15.2.1 of documents for public procurement of provision of

engineering services associated with dismantling of INPP reactor cores No. 547256 (hereinafter referred to as Procurement Documents).

Considering the information provided above and following the provisions of Art. 11, 12, 14, 15 and 16 of Procurement Documents, INPP established the following:

1. The draft of amendment to the joint venture agreement between Electricité de France and GRAPHITEC proves that the amended document shall meet provisions of Art. 11.3 of Procurement Documents.

2. European Single Procurement Document of Cyclife Engineering meets the requirements set out in Art. 12 of Procurement Documents.

2. European Single Procurement Document of Cyclife Engineering, as well as KBIS company registration certificate No. 2019B07223, dated Sep. 19th, 2022, Attestation for the provision of the social declarations and payment of the social contributions, dated Feb. 17th, 2023, Certificate of fiscal regularity No. 13617611, dated Feb. 17th, 2023, Certificate of safeguard, recovery, or judicial liquidation procedures, dated Feb. 21st, 2023, Sworn statement by company's chairman regarding the absence of convictions for Cyclife Engineering, dated Feb. 21st, 2023, Statement by company's managing director regarding the absence of board or council and indication of company's accountant, dated Feb. 21st, 2023, Decision on delegating the powers and responsibilities of the administrative and [REDACTED], dated Mar. 19th, 2021, Certificate of non-conviction and affiliation of [REDACTED], dated Sep. 16th, 2022, Certificate of non-conviction and affiliation of [REDACTED], dated Feb. 21st, 2023, and Certificate of non-conviction and affiliation of [REDACTED], dated Feb. 21st, 2023, are sufficient to ascertain the absence of grounds for exclusion set out in Art. 14.1.1, 14.1.2, 14.2.1, 14.2.2, 14.2.3, 14.2.4, 14.2.5, 14.2.6, 14.2.7, 14.2.8, 14.3.1, 14.3.2 of Procurement Documents.

3. A statement by company's managing director regarding the list of dismantling projects in third countries performed by Cyclife Engineering, dated Jan. 13th, 2023, List of relevant services in the fields of design development of radioactive waste storage facility and development of radioactive waste treatment technology (in line with the form F/C3 provided in Part C of Procurement Documents), Confirmation from Electricité de France regarding the performance of listed contracts, dated Mar. 2nd, 2023, are sufficient to ascertain that the indicated contracts meet the requirements set out in Parts (c) and (d) of Art. 15.2.1 of Procurement Documents, and that Cyclife Engineering meets the qualification requirements with requirements set out in Parts (c) and (d) of Art. 15.2 of Procurement Documents.

4. Certificate regarding the implementation of a quality assurance system in accordance with ISO 9001:2015 No. 2021/94001.1, dated Aug. 20th, 2021, is sufficient to ascertain that Cyclife Engineering meets the requirements set out in Art. 16 of Procurement Documents.

5. Information set out in Contractor's letter, dated Jan. 24th, 2023 (ref. D455523001033), requesting employment of Cyclife Engineering as new partner the joint venture, as well as information set out in KBIS company registration certificate No. 2019B07223, dated Sep. 19th, 2022, and Certificate of fiscal regularity No. 13617611, dated Feb. 17th, 2023, are sufficient to determine that the parent company and the single shareholder of Cyclife Engineering is Electricité de France, thus, the request to modify the consortium and amend the Framework Agreement meets the requirements set out in Point 5 of Part 1 of Art. 89 of Public Procurement Law of the Republic of Lithuania.

Considering the established circumstances, INPP hereby declares that it has verified the compliance of Cyclife Engineering with requirements of Framework Agreement, Procurement Documents and Public Procurement Law of the Republic of Lithuania.

2. Regarding modification of the list of experts – replacement of project management expert [REDACTED] with [REDACTED].

Upon reviewing Contractor's request and motives INPP has determined, that modification of the list of experts is permissible according to Art. 8.1.2 and 8.1.3 of Framework Agreement.

Following the requirements of Art. 8.2 of Framework Agreement, the new expert is required to meet all the qualification requirements established in Art. 15.2.2.1 of Procurement Documents, including the requirements for satisfactory experience and capacity to perform the relevant activities. The requirements of Art. 8.2.3 of Framework Agreement also require the results of the procurement procedure to remain unchanged so that the Framework Agreement with the Contractor would still have been concluded if the substitute expert was provided in the initial list of experts.

Considering the information provided above, INPP has established the following:

1. The lists of academic and professional background, as well as the list of relevant experience of the proposed expert (in line with F/C6 and F/C7 forms provided in Part C of Procurement Documents), together with the PMI certificate of the proposed expert, dated Dec. 8th, 2022, are sufficient to ascertain that the proposed new project management expert [REDACTED] meets the qualification requirements set out in Art. 15.2.2.1 of Procurement Documents; accordingly, it is also established that the proposed expert meets the requirements for qualification and experience set out in Art. 8.2.1 and 8.2.2 of Framework Agreement.

2. The review of lists of academic and professional background, as well as the list of relevant experience of the proposed expert by internal experts at INPP (involved in the evaluation and rating of proposed experts during the procurement procedure) showed that the proposed new project

management expert [REDACTED] is rated the same score as the current expert [REDACTED], thus, proving, that following the requirements of Art. 8.2.3 of Framework Agreement for the results of procurement procedure to remain unchanged (following the replacement of an expert) are met.

Considering the established circumstances, INPP hereby approves the request to modify the list of experts by replacing the project management expert [REDACTED] with [REDACTED].

3. Regarding employment of additional subcontractor – Svertas, UAB.

Upon reviewing Contractor's request and motives INPP has determined, that employment of additional subcontractor is permissible according to Art. 9.4.1 of Framework Agreement.

Following the provisions of Art. 11.2 and 16.4 of Procurement Documents, the additional subcontractor is required to provide a valid ESPD as well as a valid certificate, confirming compliance of company's quality assurance system to the requirement of ISO 9001:2015 standard or an equivalent standard. Additionally, provisions of Art. 9.3 of Framework Agreement establish a requirement for the Contractor provide INPP with sufficient evidence, which prove, that the additional subcontractor meets the necessary qualification requirements, as well as evidence regarding the absence of grounds for exclusion.

Considering the information provided above and following the provisions of Art. 12, 14, 15 and 16 of Procurement Documents, INPP established the following:

1. European Single Procurement Document of Svertas, UAB, meets the requirements set out in Art. 12 of Procurement Documents.
2. European Single Procurement Document of Svertas, UAB, is insufficient to ascertain the absence of grounds for exclusion set out in Art. 14 of Procurement Documents.
3. Due to the fact, that the additional subcontractor shall be assigned with non-essential or secondary tasks, the qualification requirements set out in Art. 15 of Procurement Documents are not applicable.
4. Certificate regarding the implementation of a quality assurance system in accordance with ISO 9001:2015 No. 62091-2009-AQ-LTU-FINAS, dated Oct. 8th, 2009, is sufficient to ascertain that Svertas, UAB, meets the requirements set out in Art. 16 of Procurement Documents.

Additionally, taking into consideration the known circumstances regarding assessment of compliance of Contractor's joint venture partners and proposed subcontractor with the national security interests by Coordinating Commission for the Protection of Objects Important for Ensuring National Security (hereinafter referred to as the Commission) during the procurement process, INPP has also determined that it is imperative to submit an additional request to the Chancellery of the Government of the Republic of Lithuania (hereinafter referred to as the Chancellery).

It should be noted that during the procurement procedure, the Contractor anticipated to form a consortium consisting of Electricité de France, GRAPHITECH, Empresarios Agrupados

Intenacional, and Svertas Group, UAB, as a subcontractor. In accordance with Art. 13 of the Law on the Protection of Important Objects for Ensuring National Security of the Republic of Lithuania, a review of indicated companies was held and the Commission concluded that the contract cannot be concluded, because Empresarios Agrupados Internacional and Svertas Group, UAB, have connections with institutions (or natural, or legal persons) of foreign countries that pose a threat to national security, thus, employment of these entities does not meet the national security interests of the Republic of Lithuania. The Commission also stated that the contract can be concluded with a business entity operating based on a joint venture agreement between the remaining companies (Electricité de France and GRAPHITECH), or by employing additional joint venture participants (or subcontractors) which meet the interests of national security.

According to this conclusion, INPP has determined that the Commission may require coordination of further activities regarding employment of additional joint venture participants and (or) subcontractors. Thus, upon receiving the Contractor's request INPP has contacted the Chancellery with a request for the Commission to specify whether additional assessment procedures by the Commission regarding the planned employment of Svertas, UAB, shall be held. Chancellery's response contained an additional conclusion from the Commission, which stated the following:

1. The services to be performed under Framework Agreement, including the Main Contract, are the most complex work in the whole decommissioning process carried out by the INPP, thus, these contracts are directly related to the infrastructure of strategic importance for ensuring national security and the importance of these contracts to the interests of national security are indisputably established.

2. The arguments presented by INPP regarding the assignment of non-essential or secondary tasks to the subcontractor do not change the significance of the contracts for national security and could not lead to the fact that certain works or services could be performed by entities, which have not passed the verification of compliance with the interests of national security.

3. If the capabilities of the additional subcontractor (Svertas, UAB) shall be used for the purpose of execution of the contracts, the need to verify the compliance of this entity with national security interests will be especially relevant due to Commission's previous conclusion regarding Svertas Group, UAB, and considering the available information regarding relations between Svertas, UAB, and UAB Svertas Group, UAB, through shareholders companies.

INPP notes, that following the Commission's feedback, it shall be necessary to carry out verification of subcontractor's compliance with the interests of national security after the INPP verifies his compliance with requirements of Procurement Documents.

Additionally, it should be noted, that the preliminary duration of verification process by the Commission, which is close to 1 month, and the aforementioned Commission's response indicates a high probability for the proposed subcontractor to be rejected.

Considering the fact, that the Commission's feedback was communicated to the Contractor during meetings between the representatives of both parties, INPP hereby reminds the Contractor of mutual agreement that Svertas, UAB, will not be employed on any legal ground for the performance of Framework Agreement and Main Contract due to the risks regarding possible impact on Engineering and licensing for R3 and radioactive waste interim storage facility project (2103) schedule, as well as both of these contracts, and that the Contractor shall analyse possible alternatives.

4. Regarding further activities concerning the amendments to Framework Agreement and Main Contract.

This answering letter contains preliminary approval by INPP to modify the Contractors consortium composed of Electricité de France and GRAPHITEC by employing Cyclife Engineering as new partner of the joint venture, and approval by INPP to modify the list of experts by replacing the project management expert [REDACTED] with [REDACTED]. Furthermore, the Contractor is presented with the Commission's conclusion regarding verification of subcontractor's compliance with the interests of national security, and is also informed about possibilities to review his request and reminded about mutual decision to analyse possible alternatives.

It should be noted that all modifications to Framework Agreement shall be performed through contract amendment procedure and the changes to Framework Agreement shall also be implemented in the Main Contract after it has come into force.

It should also be specified, that considering the response from the Commission, which is presented in part 3 of this letter, after submitting this answering letter, INPP shall contact the Chancellery with an additional request for the Commission to verify the compliance of Cyclife Engineering with the interests of national security – INPP shall issue the final approval regarding modification of consortium composed of Electricité de France and GRAPHITEC by employing Cyclife Engineering as new partner of the joint venture after receiving appropriate verification by the Commission (or an indication that this verification process shall not be held).

[REDACTED]

[REDACTED]

DETALŪS METADUOMENYS

Dokumento sudarytojas (-ai)	VĮ Ignalinos atominė elektrinė (102 / 103) 255450080, Elektrinės g.4, K 47, Drūkšinių k., 31152 Visagino sav., Lietuvos Respublika
Dokumento pavadinimas (antraštė)	REGARDING THE REQUEST FOR MODIFICATION OF CONSORTIUM, LIST OF EXPERTS, AND EMPLOYMENT OF ADDITIONAL SUBCONTRACTOR
Dokumento registracijos data ir numeris	2023-03-15 Nr. JS-1278(13.67E)
Dokumento gavimo data ir dokumento gavimo registracijos numeris	
Dokumento specifikacijos identifikavimo žymuo	
Parašo paskirtis	
Parašą sukūrusio asmens vardas, pavardė ir pareigos	
Sertifikatas išduotas	
Parašo sukūrimo data ir laikas	
Parašo formatas	
Laiko žymoje nurodytas laikas	
Informacija apie sertifikavimo paslaugų teikėją	
Sertifikato galiojimo laikas	
Informacija apie būdus, naudotus metaduomenų vientisumui užtikrinti	
Pagrindinio dokumento priedų skaičius	
Pagrindinio dokumento pridedamų dokumentų skaičius	
Priedamo dokumento sudarytojas (-ai)	
Priedamo dokumento pavadinimas (antraštė)	
Priedamo dokumento registracijos data ir numeris	
Programinės įrangos, kuria naudojantis sudarytas elektroninis dokumentas, pavadinimas	
Informacija apie elektroninio dokumento ir elektroninio (-ių) parašo (-ų) tikrinimą (tikrinimo data)	
Paieškos nuoroda	
Papildomi metaduomenys	



VALSTYBĖS ĮMONĖ
IGNALINOS ATOMINĖ ELEKTRINĖ
STATE ENTERPRISE
IGNALINA NUCLEAR POWER PLANT

Electricité de France, _____ No. IS-
leader of consortium, composed of
Electricité de France and GRAPHITEC Ref: 2023-03-23 No. D455523004208
22-30 avenue de Wagram,
FR-75008 Paris, France
E-mail.: 

**REGARDING THE MODIFICATION OF CONSORTIUM AND OTHER AMENDMENTS
TO FRAMEWORK AGREEMENT NO. PST-393(13.67E), DATED DEC. 29TH, 2022, AND
MAIN CONTRACT NO. PST-16(13.67), DATED JAN. 11TH, 2023**

SE Ingalina Nuclear Power Plant (hereinafter referred to as INPP) hereby informs you, that following the answering letter No. IS-1278(13.67E), dated Mar. 15th, 2023, an inquiry regarding Cyclife Engineering, SAS, as new partner of the joint venture, was submitted to the Chancellery of the Government of the Republic of Lithuania by INPP and a preliminary approval of Coordinating Commission for the Protection of Objects Important for Ensuring National Security was received.

Considering the information above, your letter of reply, dated Mar. 23rd, 2023 (ref. D455523004208), and a copy of supplementary agreement No. 3 to the joint venture agreement of Oct. 13th, 2022, dated Mar. 27th, 2023, are considered to be sufficient for the ongoing process of modification of the Framework Agreement No. PSt-393(13.67E), dated Dec. 29th, 2022, for provision of engineering services associated with dismantling of INPP reactor cores (hereinafter referred to as Framework Agreement) and Main Contract No. PSt-16(13.67), dated Jan. 11th, 2023, for provision of engineering services associated with dismantling of INPP reactor cores (hereinafter referred to as Main Contract).

The supplementary agreements to both the Framework Agreement and the Main Contract shall be concluded after the modification procedure is approved by the Central Project Management Agency (CPMA).





 1, 2023-03-27

2023-03-27 Regarding the requests for modifications.docx

DETALŪS METADUOMENYS

Dokumento sudarytojas (-ai)	VĮ Ignalinos atominė elektrinė (102 / 103) 255450080, Elektrinės g.4, K 47, Drūkšinių k., 31152 Visagino sav., Lietuvos Respublika
Dokumento pavadinimas (antraštė)	REGARDING THE MODIFICATION OF CONSORTIUM AND OTHER AMENDMENTS TO FRAMEWORK AGREEMENT NO. PST-393(13.67E), DATED DEC. 29TH, 2022, AND MAIN CONTRACT NO. PST-16(13.67), DATED JAN. 11TH, 2023
Dokumento registracijos data ir numeris	2023-03-27 Nr. JS-1455(13.67E)
Dokumento gavimo data ir dokumento gavimo registracijos numeris	
Dokumento specifikacijos identifikavimo žymuo	
Parašo paskirtis	
Parašą sukūrusio asmens vardas, pavardė ir pareigos	
Sertifikatas išduotas	
Parašo sukūrimo data ir laikas	
Parašo formatas	
Laiko žymoje nurodytas laikas	
Informacija apie sertifikavimo paslaugų teikėją	
Sertifikato galiojimo laikas	
Informacija apie būdus, naudotus metaduomenų vientisumui užtikrinti	
Pagrindinio dokumento priedų skaičius	
Pagrindinio dokumento pridedamų dokumentų skaičius	
Priedamo dokumento sudarytojas (-ai)	
Priedamo dokumento pavadinimas (antraštė)	
Priedamo dokumento registracijos data ir numeris	
Programinės įrangos, kuria naudojantis sudarytas elektroninis dokumentas, pavadinimas	
Informacija apie elektroninio dokumento ir elektroninio (-ių) parašo (-ų) tikrinimą (tikrinimo data)	
Paieškos nuoroda	
Papildomi metaduomenys	

DETALŪS METADUOMENYS

Dokumento sudarytojas (-ai)	VĮ Ignalinos atominė elektrinė (102 / 103) 255450080, Elektrinės g.4, K 47, Drūkšinių k., 31152 Visagino sav., Lietuvos Respublika Electricité de France 03552081317
Dokumento pavadinimas (antraštė)	PAPILDOMAS SUSITARIMAS NR. 1 PRIE IGNALINOS PROGRAMOS DOTACIJOS NR. R3D.01 2023-01-11 PAGRINDINĖS SUTARTIES NR. PSt-16(13.67) / SUPPLEMENTARY AGREEMENT NO. 1 TO IGNALINA PROGRAM GRANT NO. R3D.01 MAIN CONTRACT NO. PSt-16(13.67), DATED 01/11/2023
Dokumento registracijos data ir numeris	2023-05-12 Nr. PStS-47(13.67E)
Dokumento gavimo data ir dokumento gavimo registracijos numeris	
Dokumento specifikacijos identifikavimo žymuo	
Parašo paskirtis	
Parašą sukūrusio asmens vardas, pavardė ir pareigos	
Sertifikatas išduotas	
Parašo sukūrimo data ir laikas	
Parašo formatas	
Laiko žymoje nurodytas laikas	
Informacija apie sertifikavimo paslaugų teikėją	
Sertifikato galiojimo laikas	
Informacija apie būdus, naudotus metaduomenų vientisumui užtikrinti	
Pagrindinio dokumento priedų skaičius	
Pagrindinio dokumento pridedamų dokumentų skaičius	
Priedamo dokumento sudarytojas (-ai)	
Priedamo dokumento pavadinimas (antraštė)	
Priedamo dokumento registracijos data ir numeris	
Programinės įrangos, kuria naudojantis sudarytas elektroninis dokumentas, pavadinimas	
Informacija apie elektroninio dokumento ir elektroninio (-ių) parašo (-ų) tikrinimą (tikrinimo data)	
Paieškos nuoroda	
Papildomi metaduomenys	