

Invitation to Bid

(No.: ITB21-KCN-02)

Delay and Quantum Analysis and Advisory Service of Barakah Nuclear Power Plant (BNPP)

June, 2021



KEPCO ENGINEERING & CONSTRUCTION COMPANY, INC.

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CHAPTER I

GENERAL INFORMATION

A. GENERAL INFORMATION OF THE SERVICES

A. GENERAL INFORMATION OF THE SERVICES

- 1.1 Korea Electric Power Corporation (“**KEPCO**”) was awarded a bid in December 2009 to build the first nuclear power plant in the UAE. KEPCO entered into a contract with Emirates Nuclear Energy Corporation (“**ENEC**” or “**Owner**”) to build four APR-1400 nuclear reactors (each a “**Unit**”, and collectively, “**Units**”) at Barakah, with an electrical output of 1,400MW each (“**Prime Contract**”). The Barakah Nuclear Power Plant (“**BNPP**”) is located in the Al Dhafra Region of the Emirate of Abu Dhabi, approximately 53 km west-southwest of the city of Ruwais. Pursuant to the Prime Contract, KEPCO provides design, engineering, procurement, commissioning, licensing, maintenance and construction (EPC) work for the construction of the four Units.
- 1.2 KEPCO Engineering & Construction Company (“**KEPCO E&C**”) is an affiliate of KEPCO, and entered into an architect engineering contract with KEPCO to provide services in design, engineering, licensing support, inspection, testing, and start-up of the Units at BNPP (“**A&E Contract**”). KEPCO E&C’s scope of work under the A&E Contract includes control of the project schedules and supporting KEPCO’s project management in accordance with the project schedules.
- 1.3 Since 2018, KEPCO has been discussing with ENEC concerning the need for an extension of time with regard to the date of substantial completion for Units 1 to 4, from November 2016 to April 2021 (“**EOT Request**”). It is KEPCO’s position that the Owner’s failure to obtain the required Operation License caused the delay in a key milestone that must be achieved prior to substantial completion, which in turn caused the delay to the overall BNPP project. In response, ENEC has requested KEPCO to provide a delay analysis based on an internationally recognized methodology to support the EOT Request, providing details of the delay events which impacted the critical path schedule. In addition to the EOT Request, KEPCO is also considering claiming for related prolongation costs against ENEC (“**Prolongation Cost Claim**”). The EOT Request and Prolongation Cost Claim shall collectively be referred to as “**ENEC Claims**”.
- 1.4 Furthermore, KEPCO is also expecting to hold separate discussions with certain major subcontractors engaged on the BNPP Project whose work scopes are related to the EOT Request and potential Prolongation Cost Claim (“**Major Subcontractors**”), in order to assess whether any delays to the project and/or related prolongation costs are attributable to any Major Subcontractor(s). Such potential attribution of delays and/or prolongation costs to Major Subcontractors shall be referred to, respectively, as “**Subcontractor Delay Liability**” and “**Subcontractor Cost Liability**” and collectively, as “**Subcontractor Liability Issues**”. Major Subcontractors who may be relevant for purposes of the EOT Request and potential Prolongation Cost Claim are Hyundai Engineering & Construction Co., Limited, Samsung C&T Corporation, Doosan Heavy Industries & Construction, Korea Hydro & Nuclear Power Co., Ltd., KEPCO E&C, Target Rock, Toshiba, Wonil T&I, Jungwoo Industrial Machine, HHI-TMC, and TSM-Tech.

- 1.5 KEPCO E&C, as KEPCO's architect engineering subcontractor for the BNPP project who is also responsible for managing the project schedules of the BNPP Project on KEPCO's behalf, is providing support for KEPCO's discussions with ENEC and/or Major Subcontractors on the foregoing matters.

CHAPTER II

INSTRUCTION TO BIDDER

A. GENERAL INSTRUCTIONS

B. SUBMISSION OF BID DOCUMENTS

C. DEADLINE FOR SUBMISSION AND VALIDITY OF BID DOCUMENTS

D. LATE SUBMISSION

E. CLARIFICATION

F. BID CURRENCIES

G. LANGUAGE OF BID

H. CONFIDENTIAL NATURE OF DOCUMENTS

I. OWNERSHIP OF BID AND COMPENSATION

J. MODIFICATION, REJECTION AND WITHDRAWAL OF BID

K. QUALIFICATION REQUIREMENT

L. COMPOSITION OF BID DOCUMENTS and BID EVALUATION

M. OTHERS

[Attachment – Declaration of No Conflict of Interest]

A. GENERAL INSTRUCTIONS

Bidders are requested to prepare and submit a technical proposal and a financial proposal (collectively, the “Bid Documents”) in accordance to all the requirements specified in this Invitation to Bid (ITB). ITB includes all chapters and appendixes indicated in the table of contents of this ITB.

KEPCO E&C is assisting KEPCO with the selection of a Contractor which includes: (i) a delay expert to conduct a critical delay analysis on an independent and impartial basis, in accordance with an internationally recognized methodology to support KEPCO’ s ENEC Claims and Subcontractor Liability Issues; and (ii) a quantum expert to conduct the related quantum analysis on an independent and impartial basis, in accordance with an internationally recognized method with respect to costs arising from the delay of the BNPP Project including but not limited to KEPCO’s potential Prolongation Cost Claim and Subcontractor Cost Liability.

For the avoidance of doubt, each consulting firm shall submit only one (1) Bid Document. In the event that KEPCO and KEPCO E&C provide conflicting instructions during the Contract, KEPCO’s instructions shall overrule those of KEPCO E&C.

B. SUBMISSION OF BID DOCUMENTS

1. Bidders shall submit Bid Documents to the following address **by e-mail**:

Attn. 1 : Mr. Lee Joonchul
General Manager
Contract Team
KEPCO Engineering & Construction Co., Inc.
E-mail: jclee76@kepco-enc.com

Attn. 2 : Mr. Lee Seunghyun
Contract Team
KEPCO Engineering & Construction Co., Inc.
E-mail: sh.lee@kepco-enc.com

2. Documentations to be Submitted

(a) Commercial Proposal

- Price Bid Form (A. PRICE BID FORM in CHAPTER III - INFORMATION for COMMERCIAL PROPOSAL) shall be completed and submitted.
- Deviation request, if any, using Deviation Request Form (B. DEVIATION REQUEST FORM in CHAPTER III - INFORMATION for COMMERCIAL PROPOSAL) and marked-up General Terms & Conditions (GTC) of appendix

A. Deviation requests shall include explanations why the Bidder requests those deviations. Request(s) marked-up in GTC and written in Deviation Request Form both shall only be considered as the Bidder's deviation request.

- Any relevant evidences and/or descriptions, comments and/or proposals in connection with this Bid.

(b) Technical Proposal

- Technical Proposal (Bidder's forms shall be used) and Track Record (Form attached to this ITB shall be used)

(c) DECLARATION OF NO CONFLICT OF INTEREST

- Bidders shall sign and submit declaration of no conflict of interest using DECLARATION OF NO CONFLICT OF INTEREST templet attached in this ITB

(d) Applicable Bidder's Registration Certificate

- Bidders shall submit official registration certificate which proves that the Bidder is doing its business in accordance with the legal provisions of the country in which it is established.

Technical Proposal and Commercial Proposal shall be submitted in separated files and named accordingly. Two separated files using Zip files for each can be an option.

C. DEADLINE FOR SUBMISSION AND VALIDITY OF BID DOCUMENTS

Bidder(s) submit its Bid Documents no later than **09:00 a.m. Korean Standard Time on June 30, 2021** and the Bid Documents shall remain firm valid for a period of **six (6) months** from the date of this deadline. Once submitted, proposals shall not be withdrawn until the validity of the Bid Documents.

D. LATE SUBMISSION

Bid Documents received after the deadline for submission of the Bid pursuant to Section C above may be rejected.

E. CLARIFICATION

Should the any Bidder find discrepancies or should any doubt or question exist as to the true meaning or intent of any portion of the contents of this ITB, the Bidder may make a written request to KEPCO Engineering & Construction Co., Inc. (hereinafter called "KEPCO E&C"). However, the clarification shall be submitted no later than seven (7) days prior to deadline for submission of this Bid.

The request for clarification and the response shall be given in writing via e-mail.

Clarification inquiries and answers may be disclosed to all Bidders who intend to participate the Bid.

Bidder's questionnaire must be submitted to the following address:

Attn. : Mr. Lee Seunghyun

E-mail: sh.lee@kepco-enc.com

F. BID CURRENCIES

The Bidder shall submit its Bid Documents with amounts in **U.S. Dollars (\$)**.

G. LANGUAGE OF BID

The Bid Documents prepared by Bidder(s) and all correspondences and documents relating to the Bid exchanged between the Bidder and KEPCO E&C shall be written in English.

H. CONFIDENTIAL NATURE OF DOCUMENTS

The contents of this ITB shall only be used for the preparation of the Bid.

Other than the contents of this ITB, all information to be provided by KEPCO E&C and/or KEPCO in the course of the bidding process is strictly confidential and must not be disclosed or distributed to any other third parties without KEPCO E&C's prior written consent, except for any information already in the public domain at the time of KEPCO E&C's first disclosure of this ITB to the bidder.

For the avoidance of doubt, KEPCO shall not be considered a third party in connection with the confidentiality obligations stipulated in this ITB and the Contract.

When executing the Contract, the Contractor shall simultaneously enter into a separate Non-Disclosure Agreement with KEPCO E&C in relation to the confidentiality of the information, communication and documentation received by, communicated to or created by the Contractor in relation to the services to be provided under the Contract ("Confidential Information").

Within thirty (30) days of the completion or termination of the Contract, the Contractor shall destroy all Confidential Information received pursuant to the Contract.

I. OWNERSHIP OF BID AND COMPENSATION

Bid Documents once submitted to KEPCO E&C shall not be returned to the Bidder regardless of whether it is accepted or rejected. The Bidder shall bear all costs associated with the preparation and submission of the Bid Documents, and in no case

will KEPCO E&C be responsible or liable for those costs, regardless of the conduct or outcome of the Bid process.

J. MODIFICATION, REJECTION AND WITHDRAWAL OF BID

KEPCO E&C reserves the right to reject without any liability to the Bidder(s) any part of, or all Bids, to modify or withdraw this ITB at any time, and to enlarge or reduce the scope of Services to be included in the ITB.

K. QUALIFICATION REQUIREMENT

Only the Bidder(s) which meet all requirements described below shall be qualified to submit a Bid Proposal pursuant to the ITB.

- Technical consultancy which has the experience to perform a delay analysis in accordance with an internationally recognized methodology with respect to a nuclear power plant project or power plant project.
- Technical consultancy which has the experience to perform a quantum analysis in accordance with an internationally recognized methodology with respect to a nuclear power plant project or power plant project.
- Technical consultancy which does not have any conflict of interest with respect to the proposed role for the Contractor for the BNPP Project with any person or entity who may be associated with the BNPP or other competitors.

L. COMPOSITION OF BID DOCUMENTS and BID EVALUATION

Any procedure, method and decision to be taken by KEPCO E&C with regard to the evaluation shall be decisive and any claim by the Bidder will not be accepted.

During the evaluation of Bid, KEPCO E&C may ask Bidder(s) for clarification of its Bid Documents.

The Bidder(s) shall prepare and submit its Bid Documents to KEPCO E&C by two different files separating for Part I. Commercial Proposal and Part II. Technical Proposal as follows:

Part I. Commercial Proposal (30%)

Terms and conditions attached as Appendixes in this ITB will be the basic terms and conditions to be finalized through contract negotiation. Unless the Bidder(s) clearly states its deviation request and/or exceptions to the terms and conditions in its Commercial Proposal, the Bid Documents shall be construed as an offered in compliance with the terms and conditions as described in the ITB including Appendixes.

Bidder(s) shall submit its Commercial Proposals using forms indicated in Chapter III [Information for Commercial Proposal]

1. Bid price made in accordance with Price Bid Form in Chapter III.
2. Exceptions and/or deviations to GTC of Appendix A, using Deviation Request Form and GTC.
 - The Bidder with no exceptions and/or deviations against terms and conditions will receive the maximum score
 - Bidder(s) requesting any exceptions and/or deviations shall clearly fill the Deviation Request Form and markup on the GTC.

Commercial evaluation shall be made based on 80% bid price and 20% deviation request

Part II. Technical Proposal (70%)

Bidder shall submit Technical Proposal pursuant to below information.

1. The Technical Proposal shall be limited to [50] pages.
2. The Technical Proposal must include the following information:
 - The name, mailing address, contact number (telephone and facsimile) and E-mail account of the bidder's authorized person to whom KEPCO E&C may contact in connection with the Bid Documents
3. Dossier A (Capability and Credentials of the Delay Lead and/or Quantum Lead)
 - The respective capability and credentials of the bidder's Delay Lead and Quantum Lead in similar types of projects, with reference to (i) proof of relevant experience in providing delay/quantum analysis services in relation to power plant projects (not including nuclear power plants) in the last ten (10) years, and (ii) proof of relevant experience in providing delay/quantum analysis services in relation to nuclear power plant projects in the last ten (10) years.
 - Note: All delay/quantum analysis to be performed by the Contractor pursuant to the Contract shall be those based on an internationally recognized methodology, such as the "Windows Analysis" method.
 - The bidder should demonstrate that its Delay Lead and Quantum Lead each have the necessary breadth of experience and expertise, as well as the necessary resource capabilities in terms of access to the region and requisite support staff.
 - The Attachment (Track Record) shall be completed and included in the Technical Proposal. Any track record not included in the Attachment will not

be assessed with respect to the evaluation of the Bid Proposal.

- The Attachment must be submitted in order for the Bid Proposal to be considered compliant with the ITB. Failure to submit the Attachment may result in disqualification of the Bid Proposal.
4. Dossier B (Proposed Project Team and Resource Capability of Contractor)
- The respective composition and proposed structure of the Contractor's Proposed Project Team for delay and Proposed Project Team for quantum, including (i) experience of delay / quantum claim consultancy in nuclear power plants (regardless of location) and power plant projects in MENA (Middle East and North Africa) in the last ten (10) years, and (ii) experience of providing delay / quantum claim consultancy services for construction projects conducted in sites outside of Korea of similar scale in the last ten (10) years.
 - The bidder shall propose the number of persons to be assigned to the respective teams for delay / quantum for optimum performance and maximum cost-efficiency.
 - A list of all relevant projects demonstrating the experience of the individual members of the team should be submitted and included in the Bid Proposal.
 - The Delay Lead, Quantum Lead and senior members of the Contractor's Project Team shall remain the same as proposed in the Contractor's Bid Proposal and during the term of the Contract and may only be replaced upon obtaining KEPCO's prior written consent.
5. Dossier C (Methodological Approach and Work Plan)
- The bidder shall submit in its proposal a brief description of the proposed approach to the assignment and include an indicative work plan outlining key steps in the process as well as key deliverables, and an indicative timetable.
 - The bidder shall also indicate in the proposal how well the Delay Lead, Quantum Lead and the respective Proposed Project Teams for delay / quantum understand EPC projects and power plant projects.
 - Details of the proposed scope of work and work procedure including work allocation among the team members, liaison with the client, service and analysis strategy or work schedule.
6. Miscellaneous
- The Proposal shall include details of any internal (corporate or personal) restrictions on travel to certain countries on business that might be necessary in connection with the Contract.

For Bidder's information, please see below table which will be used for technical evaluation of this bid.

- Evaluation Table(Technical)

Experience and Competence (50 points)

Criteria	Evaluation Item	Scoring Criteria	Points Allocated
Delay Expertise			
Experience and Track Record - Dossier A	For one member of Contractor’s team, who shall lead the delay-related work for the Contract (“Delay Lead”), the number of delay analyses performed in accordance with internationally recognized method with respect to a power plant project (other than nuclear power plants) within the last 10 years.	Six (6) or more	6
		Three (3) to Five (5)	4
		Two (2) or less	2
	For Delay Lead, the number of delay analyses performed in accordance with internationally recognized method with respect to a nuclear power plant project in the last 10 years.	Five (5) or more	8
		Two(2) to four (4)	6
		One (1) or less	4
		Sum of points	
Project Team - Dossier B①	The average years of experience of those (at least 2 people), among the team members who performed delay claim consultancy in nuclear power plant projects (regardless of location) or power plant projects in the MENA region within the last 10 years.	Seven (7) or more	5
		Four (4) to six (6)	3
		Three (3) or less	2
	The average years of experience of those (at least 2 people), among the team members who performed delay claim consultancy for construction projects conducted in sites outside of Korea in the last 10 years.	Five (5) or more	3
		Two (2) to four (4)	1.5
		One (1) or less	1
	Inclusion of team member who is fluent in Korean, and has experience working with project schedules.	Yes	1.5
	Sum of points		9.5
Total			23.5
Quantum Expertise			

Experience and Track Record - Dossier A	For one member of Contractor's team, who shall lead the quantum-related work for the Contract (" Quantum Lead "), the number of quantum analyses performed in accordance with internationally recognized method with respect to a power plant project (other than nuclear power plants) within the last 10 years.	Six (6) or more	6
		Three (3) to Five (5)	4
		Two (2) or less	2
	For Quantum Lead, the number of quantum analyses performed in accordance with internationally recognized method with respect to a nuclear power plant project in the last 10 years.	Five (5) or more	8
		Two (2) to four (4)	6
		One (1) or less	4
	Sum of points		14
Project Team - Dossier B ①	The average years of experience of those (at least 2 people), among the team members, who performed quantum claim consultancy in nuclear power projects (regardless of location) or power plant projects in the MENA region within the last 10 years.	Seven (7) or more	5
		Four (4) to six (6)	3
		Less than four (4)	2
	The average years of experience of those (at least 2 people), among the team members who performed quantum claim consultancy for construction projects conducted in sites outside of Korea in the last 10 years.	Five (5) or more	3
		Two (2) to four (4)	1.5
		One (1) or less	1
	Inclusion of team member who is fluent in Korean, and has experience working with quantum claim consultancy.	Yes	1.5
	Sum of points		9.5
	Total		23.5
	Resource Capability of Contractor as a Whole		
Resource Capability -Dossier B②	Presence of office within UAE	Yes	3

Total	3
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Analysis Strategy and Understanding of the Project (50 points)

Evaluation Item	Scoring Criteria						Points Allocated	
Quality of Analysis Strategy and Plan	i.	Expert’s proposed analysis and strategy for the Contract.						25
	ii.	Ability to prepare a delay/quantum analysis fit for the purposes of the Contract.						
	iii.	Strength of the composition of proposed project team and proposed work schedule.						
	iv.	Level of competence of proposed project team for successful completion of services to be included in the Contract.						
	Evaluation	A	B	C	D	E		
	Points	25	22	19	16	13		
Propriety of Proposed Contractor Service	i.	Efficiency of proposed Expert service process.						13
	ii.	Feasibility of proposed analysis and assistance plan.						
	Evaluation	A	B	C	D	E		
	Points	13	10	8	5	3		
Depth of Understanding of EPC Projects and Power Plant Projects	i.	Accurate and full understanding of the key characteristics of EPC projects.						12
	ii.	Accurate understanding of the key characteristics of extension of time and/or prolongation cost claims in power plant projects.						
	iii.	Analytical skills in relation to delays and/or prolongation costs in power plant projects.						
	Evaluation	A	B	C	D	E		
	Points	12	10	8	5	3		

Score

Each evaluator will make an independent and objective assessment of each bidder. The total score shall be determined by adding the scores of the bidder made by all three evaluators. A company with a technical score of 85% or more will be considered to be a qualified bidder for negotiation.

Qualification Requirement

- Technical consultancy which has the experience to perform a delay analysis in accordance with an internationally recognized methodology with respect to a nuclear power plant project or power plant project.
- Technical consultancy which has the experience to perform a quantum analysis in accordance with an internationally recognized methodology with respect to a nuclear power plant project or power plant project.
- Technical consultancy which does not have any conflict of interest with respect to the proposed role for the Contractor for the BNPP Project with any person or entity who may be associated with the BNPP or other competitors.

M. OTHERS

1. KEPCO E&C will not authorize the expenses related to Bidder's visit to Korea for the discussion of this ITB or contract negotiation.
2. The bidder shall be responsible for all costs and expenses associated with this bid process including but not limited to bidder's Bid Document and clarification documents or meetings which are described in 4 below and has no right to claim the same against KEPCO E&C or any other related party.
3. The purpose of this ITB is only to select preferred bidder. Accordingly, KEPCO E&C is not obligated to accept the terms and conditions of the Bid Documents. In the event KEPCO E&C and the preferred Bidder fail to reach an agreement on the contract, KEPCO E&C shall have the right to select and negotiate with another Bidder without any liability or compensation to the selected Bidder. KEPCO E&C also reserves the right to reject any and all proposal received by reason of this ITB and to negotiate separately with any source whatsoever, in any manner deemed necessary, to serve the best interest of KEPCO E&C.
4. The bidder shall submit reference documents and/or attend meeting(s) (face-to-face, via teleconference, or any other platform as agreed) to be held by KEPCO E&C and/or KEPCO to clarify any aspect of the Contractor Bid Document.
5. By the bidder's submission of proposals to KEPCO E&C, the bidder agrees to all terms in this ITB and represents and warrants its Track Record (attachment, soft copy to be provided in Excel file format) to be true, correct and complete.
6. Bidders shall submit DECLARATION OF NO CONFLICT OF INTEREST declaring that the bidder does not have any conflict of interest with respect to the proposed role as KEPCO E&C's Contractor for the BNPP Project with any person or entity who may be associated with the BNPP or other competitors and will keep that there will be no conflict of interest during the contract period.
7. KEPCO E&C will not conclude a Contract with any bidder if the bidder will not accept the performance guarantee requirements described in CHAPTER III – INFORMATION for COMMERCIAL PROPOSAL. However, the guarantee may be provided with cash deposit into KEPCO E&C's account in case both parties agree.

[Attachment – Declaration of No Conflict of Interest]

I, the undersigned, representing [full name of the Bidder], hereby confirms:

1. That the [full name of the Bidder], including all individuals who will participate on behalf of, or in assistance of the Bidder to perform Services under the Contract in case the [full name of the Bidder] is selected to perform the Services described in [ITB number] ("Bidder Personnel"), has no conflict of interest which might interfere with the role and scope of services under the Contract for [ITB number]. For the avoidance of doubt, this will include but not be limited to, a conflict of interest with the Owner or any Major Subcontractor; and
2. That the [full name of the Bidder], including Bidder Personnel, acknowledges that the requirement for the lack of any conflict of interest is one of the main qualification requirements for this Contract. Therefore, the Bidder declares that Bidder will not place itself in any circumstance(s) or arrangement(s) which may constitute or give rise to a conflict of interest as described above, until the completion or termination of this Contract, if the [full name of the Bidder] is selected and conclude the Contract under [ITB number].

[Bidder's full name]

By: _____

Name:

Title:

CHAPTER III

INFORMATION for COMMERCIAL PROPOSAL

- A. PRICE BID FORM**
- B. DEVIATION REQUEST FORM**
- C. PERFORMANCE GUARANTEE REQUIREMENTS**

A. PRICE BID FORM

Budget for this contract is US\$ 896,080

- The Fee/rate proposal shall be in US Dollars (inclusive of VAT).
- The Fee Proposal should include a detailed budget analysis and structure for the fees, including: (a) the proposed budget with the maximum (capped) amount of fee and expenses for the duration of the Contract, and (b) the proposed hourly rates per position level and qualification.

Tasks	Position Assigned	Hourly Rate (Dollar/Hour)	Estimated Number of Hours	Amount (Dollar)
Delay Analysis				
Quantum Analysis				
Technical Consulting Services				
Total Contract Price (Fee Cap)				

* Fee and Payment Conditions

- Fee Cap (Contract Price): All of the work under the Contract shall be subject to a single fixed fee cap, which will apply to the entirety of the delay- and quantum-related work and technical consulting services included therein, for the duration of the Contract. For the avoidance of doubt, the Contractor shall not be entitled to reimbursement for any type of disbursements other than Business Trip Costs which shall also be subject to the single fixed fee cap. The Fee Cap includes VAT. Any applicable reimbursement will be made within this Fee Cap.
- Major expense items for Business Trip Costs in excess of USD 1,000 per item, such as domestic and international travel expenses including meals and accommodation, will be subject to the prior written approval of KEPCO E&C. Prior to any business trips in connection with the Contract, the Contractor shall discuss with KEPCO E&C on how many hours to bill each day during the duration of the relevant business trip.
- Invoices should be raised to KEPCO E&C every three (3) months. KEPCO E&C will review and pay those invoices within [sixty (60) days] of receipt of such invoice.
- The Contractor shall be responsible for all applicable taxes (excluding VAT on the Contractor's invoices) and any associated expenses, costs, claims or penalties, whatsoever or wheresoever charged and shall indemnify KEPCO E&C against any liability arising from such taxes, expenses, costs, claims or

penalties.

- When providing its services, the Contractor shall act consistently with a view of obtaining the most competitive rates or prices applying to the disbursements of Business Trip Costs.
- The Contractor shall charge disbursements of Business Trip Costs at cost, and will make no profit on the same.

B. DEVIATION REQUEST FORM

Article #	DESCRIPTION	JUSTIFICATION

C. PERFORMANCE GUARANTEE REQUIREMENTS

Contractor shall furnish KEPCO E&C with a Performance Guarantee which shall be of Bank Guarantee or Standby Letters of Credit (LC). Guarantee shall be issued by KEB Hana Bank KEPCO E&C(S) branch.

All costs, expenses, fees and charges levied by all banks party to the Performance Guarantee shall be prepaid/borne by the Contractor. The Performance Guarantee shall contain all requirements of payment to KEPCO E&C.

Requirements of the Performance Guarantee:

- Designated bank information:
 - KEB Hana Bank (KEPCO E&C(S) Branch)
 - Swift Code: KOEXKRSE or KOEXKRSEXXX
 - Bank Address: 269, Hyeoksins-Ro, Gimcheon-Si, Gyeongbuk-Do, 39660, Republic of Korea
 - Tel.: +82-54-437-9405
- Application Rules: UCP Latest Version
- Guarantee period: Guarantee period described in the Contract
- Guarantee Amount: 10% of the Contract Price
- Beneficiary: KEPCO Engineering & Construction Co., Inc.
269, Hyeoksins-Ro, Gimcheon-Si, Gyeongbuk-Do, 39660, Republic of Korea
- The Performance Guarantee shall be denominated in the currency used in the Contract.
- It shall be the responsibility of the Contractor to ensure that its Performance Guarantee is valid at all times during the period of contract validity and further is in the full amount as contracted.
- The performance guarantee shall be held against payment to KEPCO E&C for any loss resulting from the Contractor's failure to perform its contractual obligations fully and properly without any reference to the Contractor.
- The performance guarantee shall be irrevocable shall be provided in as a first-demand guarantee.
- Bank shall use the wordings of the Appendix for the guarantee.

[Appendix- Wordings for Guarantee]

1. Bank Guarantee by KEB Hana Bank

APPLICANT: [To be Included]

BENEFICIARY: KEPCO ENGINEERING AND CONSTRUCTION CO., INC.
269, HYEOKSIN-RO, GIMCHEON-SI
GYEONGSANBUK-DO 39660, REPUBLIC OF KOREA

WE HAVE BEEN INFORMED BY OUR PRINCIPAL, [To be Included], CONCLUDED A CONTRACT THAT YOU HAVE SIGNED WITH THEM THE CONTRACT FOR [To be Included] WITH KEPCO ENGINEERING AND CONSTRUCTION CO., INC. (HEREINAFTER REFFERRED TO AS THE BENEFICIARY) FOR [Contract amount to be Included] TO PROVIDE CONSULTING SERVICE.

WE HAVE ALSO BEEN INFORMED THAT ACCORDING TO THE ABOVE-MENTIONED CONTRACT, A PERFORMANCE GUARANTEE IS REQUIRED.

AT THE REQUEST OF THE PRINCIPAL, WE, KEB HANA BANK, 35 ULCHIRO, CHUNG-GU, SEOUL, REPUBLIC OF KOREA, HEREBY IRREVOCABLY UNDERTAKE TO PAY YOU ANY SUM OF SUMS NOT EXCEEDING IN TOTAL AN AMOUT OF [To be Included] UPON RECEIPT BY US OF YOUR FIRST DEMAND IN WRITING AND YOUR WRITTEN STATEMENT STATING THAT THE PRINCIPAL IS IN BREACH OF HIS OBLIGATIONS UNDER THE UNDERLYING CONTRACT AND THE RESPECT IN WHICH THE PRINCIPAL IS IN BREACH.

THIS GUARANTEE WILL EXPIRE ON [To be Included], AT THE LATEST. CONSEQUENTLY, ANY DEMAND FOR PAYMENT MUST BE RECEIVED BY US AT THIS OFFICE ON OR BEFORE THAT DATE.

THIS GUARNATEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES, ICC PUBLICATION NO.758.

2. Counter Guarantee by other bank and guaranteed by KEB Hana Bank

TO: KEB HANA BANK (KEPCO E&C(S) Branch)

Swift Code: KOEXKRSE or KOEXKRSEXXX

Bank Address: 269, Hyeoksinsin-Ro, Gimcheon-Si, Gyeongbuk-Do, 39660, Republic of Korea

AT THE REQUEST OF PRINCIPAL, PLEASE ISSUE ON OUR RESPONSIBILITY IN FAVOR OF KEPCO ENGINEERING AND CONSTRUCTION CO., INC. YOUR GUARANTEE IN THE FOLLOWING WORDING:

QUOTE

APPLICANT: [To be Included]

BENEFICIARY: KEPCO ENGINEERING AND CONSTRUCTION CO., INC.
269, HYEOKSIN-RO, GIMCHEON-SI
GYEONGSANBUK-DO 39660, REPUBLIC OF KOREA

WE HAVE BEEN INFORMED BY OUR PRINCIPAL, [To be Included], CONCLUDED A CONTRACT THAT YOU HAVE SIGNED WITH THEM THE CONTRACT FOR [To be Included] WITH KEPCO ENGINEERING AND CONSTRUCTION CO., INC. (HEREINAFTER REFFERRED TO AS THE BENEFICIARY) FOR [Contract amount to be Included] TO PROVIDE CONSULTING SERVICE.

WE HAVE ALSO BEEN INFORMED THAT ACCORDING TO THE ABOVE-MENTIONED CONTRACT, A PERFORMANCE GUARANTEE IS REQUIRED.

AT THE REQUEST OF THE PRINCIPAL, WE, KEB HANA BANK, 35 ULCHIRO, CHUNG-GU, SEOUL, REPUBLIC OF KOREA, HEREBY IRREVOCABLY UNDERTAKE TO PAY YOU ANY SUM OF SUMS NOT EXCEEDING IN TOTAL AN AMOUT OF [To be Included] UPON RECEIPT BY US OF YOUR FIRST

DEMAND IN WRITING AND YOUR WRITTEN STATEMENT STATING THAT THE PRINCIPAL IS IN BREACH OF HIS OBLIGATIONS UNDER THE UNDERLYING CONTRACT AND THE RESPECT IN WHICH THE PRINCIPAL IS IN BREACH.

THIS GUARANTEE WILL EXPIRE ON [To be Included], AT THE LATEST. CONSEQUENTLY, ANY DEMAND FOR PAYMENT MUST BE RECEIVED BY US AT THIS OFFICE ON OR BEFORE THAT DATE.

THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES, ICC PUBLICATION NO.758.

UNQUOTE

IN CONSIDERATION OF YOUR ISSUING YOUR GUARANTEE AS ABOVE, WE, [To be Included], HEREBY GIVE YOU OUR IRREVOCABLE COUNTER-GUARANTEE AND UNDERTAKE TO PAY YOU ANY SUM OR SUMS NOT EXCEEDING IN TOTAL AMOUNT OF [To be Included] UPON RECEIPT BY US AT THIS OFFICE NO LATER THAN [To be Included] OF YOUR FIRST WRITTEN DEMAND. SUCH A DEMAND SHALL BE SUPPORTED BY YOUR WRITTEN STATEMENT THAT YOU HAVE RECEIVED A DEMAND FOR PAYMENT UNDER YOUR GUARANTEE IN ACCORDANCE WITH ITS TERMS AND WITH ARTICLE 18 OF THE UNIFORM RULES FOR DEMAND GUARANTEES.

THIS COUNTER-GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES, ICC PUBLICATION NO. 758.

PLEASE CONFIRM TO US THE ISSUANCE OF YOUR GUARANTEE.

CHARGES: ALL BANKING CHARGES SHALL BE FOR THE ACCOUNT OF THE APPLICANT.

CHAPTER IV

INFORMATION for TECHNICAL PROPOSAL

A. SCOPE OF THE SERVICES

B. METHOD OF PERFORMANCE

[Attachment – Track Record Form]

A. SCOPE OF THE SERVICES

1. Under the contract with KEPCO E&C (the “**Contract**”), the contractor (the “**Contractor**”) shall provide delay and/or quantum analysis and technical consulting services including the tasks described in this section A. Scope of the Services.
2. With respect to delay-related work, the Contractor shall provide, *inter alia*, the following services:
 - 2.1 Closely communicate with KEPCO to understand the factual background and delay events related to KEPCO’s ENEC Claims and Subcontractor Liability Issues.
 - 2.2 Perform delay analysis in connection with KEPCO’s ENEC Claims, on an independent and impartial basis, in accordance with an internationally recognized method, such as the “Windows Analysis” method.
 - 2.3 Assist KEPCO in related negotiations with ENEC, ENEC’s subsidiaries and/or Major Subcontractors, including preparing documentation related to the Contractor’s delay analysis.
 - 2.4 Provide technical advisory services in connection with KEPCO’s ENEC Claims and KEPCO’s Subcontractor Liability Issues, as may be requested by KEPCO, including but not limited to (i) reviewing and/or assisting in the preparation of claim documents and/or correspondences to be provided to the relevant parties, and (ii) providing responses to KEPCO’s questions in relation to relevant findings made the Contractor’s delay analysis.
 - 2.5 Closely communicate with members of the Contractor’s team conducting quantum-related work (described in Section 3 below) as necessary to assist in necessary quantum analysis, and/or as may be reasonably requested by KEPCO, including by performing further delay analysis in connection with the Subcontractor Delay Liability.
3. With respect to quantum-related work concerning the Contract, the **Contractor** shall provide, *inter alia*, the following services:
 - 3.1 Closely communicate with KEPCO to understand the factual background, delay events, and costs incurred related to the delay of the BNPP project including but not limited to KEPCO’s Prolongation Cost Claim and Subcontractor Cost Liability.
 - 3.2 Perform quantum analysis in connection with the delay of the BNPP project including but not limited to KEPCO’s Prolongation Cost Claim and Subcontractor Cost Liability, on an independent and impartial basis, in accordance with an internationally recognized method.
 - 3.3 Assist KEPCO in related negotiations with ENEC, ENEC’s subsidiaries and/or Major Subcontractors (including KEPCO E&C), including by: (a) preparing documentation related to the Contractor’s quantum analysis; (b) assisting in preparing letters to the Major Subcontractors; (c) reviewing and examining

any information submitted by the Major Subcontractors to support its prolongation cost claim against KEPCO.

- 3.4 Provide technical advisory services, as may be requested by KEPCO, in connection with: (a) KEPCO's claim to ENEC for costs incurred related to the delay of the BNPP project including but not limited to KEPCO's Prolongation Cost Claim; and (b) KEPCO's discussion with Major Subcontractors relating to costs incurred related to the delay of the BNPP project including but not limited to Subcontractor Cost Liability. This will include but not be limited to (i) reviewing and/or assisting in the preparation of claim documents and/or correspondences to be provided to the relevant parties, and (ii) providing responses to KEPCO's questions in relation to relevant findings made during the delay Contractor's quantum analysis.
- 3.5 Closely communicate with members of the Contractor's team conducting delay-related work (described in Section 2 above) as necessary for the quantum analysis, and/or as may be reasonably requested by KEPCO.

B. METHODS OF PERFORMANCE

1. Duration and Deliverables

- 1.1 The duration of the Contract will begin on the execution date (the "Execution Date") and end fifteen (15) months after the Execution Date. Thereafter, in the event KEPCO's discussions regarding KEPCO's ENEC Claims and Subcontractor Liability Issues have not been resolved by then, KEPCO E&C shall be entitled to request for, and the Contractor shall agree to, a one (1) year extension of the Contract. Such resolution of KEPCO's discussions regarding KEPCO's ENEC Claims and Subcontractor Liability Issues shall be determined at KEPCO's discretion. For the avoidance of doubt, the extension of the Contract shall not affect the Fee Cap or rate(s) applicable to the Contract in any way.
- 1.2 For the avoidance of doubt, while KEPCO E&C shall be the party to the Contract, the Contractor shall be instructed by KEPCO (and KEPCO's instructions will override any conflicting instructions by KEPCO E&C) with respect to the deliverables set forth in this Section 1.
- 1.3 The Contractor shall produce the following deliverables to KEPCO, within the timelines provided below.
 - 1.3.1 Primary delay-related deliverable: One (1) critical delay analysis report with regard to KEPCO's EOT Request, addressing delays attributable to ENEC and in accordance with an internationally recognized methodology, within three (3) months after the Execution Date (the "EOT Analysis").
 - 1.3.2 Quantum-related deliverable: In the event instructed in writing by KEPCO after the submission of the EOT Analysis, (a) One (1) quantum

analysis report with regard to the delay of the BNPP project including but not limited to KEPCO's Prolongation Cost Claim, concerning delays attributable to ENEC and in accordance with an internationally recognized methodology, within [fifty (50) days] after KEPCO's written instruction (the "**Prolongation Cost Claim Analysis**"); and in the event instructed in writing by KEPCO after the submission of the Prolongation Cost Claim Analysis, (b) One (1) quantum analysis report with regard to KEPCO's Subcontractor Cost Liability, concerning delays attributable to Major Subcontractors and in accordance with an internationally recognized methodology, within [thirty (30) days] after KEPCO's written instruction, which will be separately provided from KEPCO's instruction concerning the Prolongation Cost Claim Analysis (the "**Subcontractor Cost Liability Analysis**").

1.3.3 Secondary delay-related deliverable: In the event instructed in writing by KEPCO in relation to the preparation of the Subcontractor Cost Liability Analysis after the submission of the Prolongation Cost Claim Analysis, one (1) critical delay analysis report with regard to the Subcontractor Delay Liability and in accordance with an internationally recognized methodology, within [thirty (30) days] after KEPCO's written instruction ("Subcontractor Delay Liability Analysis").

2. Others

2.1 The Delay Lead, who is the one member of Contractor's team who shall lead the delay-related work for the Contract, the Quantum Lead, who is the one member of Contractor's team who shall lead the quantum-related work for the Contract, and senior members of the Contractor's Project Teams for delay and quantum shall remain the same as proposed in the Contractor's Bid Documents during the term of the Contract, and may only be replaced upon obtaining KEPCO's prior written consent.

2.2 For the avoidance of doubt, KEPCO shall not be considered a third party in connection with any confidentiality obligations related to the Contract or stipulated in any non-disclosure agreements executed in connection with the Contract.

2.3 Within thirty (30) days of the completion or termination of the Contract, the Contractor shall destroy all Confidential Materials, which consist of all information, communication and documentation received by, communicated to or created by the Contractor in relation to the services to be provided under the Contract.

**Respective relevant experience of Delay Lead and Quantum Lead in provision of delay/quantum analysis
in accordance with internationally recognized method in relation to power plant projects other than nuclear power plants (within the last 10 years)**

* Please make sure that each track record doesn't overlap with other sheets.
 * This track record is expected to reflect the Delay Lead and Quantum Lead's respective breadth of experience and expertise, the resource capability (such as multidisciplinary team of professionals).
 * Any track records not written in this file will not be counted and unfavorably evaluated.

Delay Lead

No.	Project Name and Country where the projects is located	Client Name and Type (Owner/Sponsor/Lender)	Period	Description * Please provide as many details as possible such as project size, location, client role (Lender/Sponsor/Contractor)

Quantum Lead

No.	Project Name and Country where the projects is located	Client Name and Type (Owner/Sponsor/Lender)	Period	Description * Please provide as many details as possible such as project size, location, client role (Lender/Sponsor/Contractor)

**Respective relevant experience of Delay Lead and Quantum Lead in provision of delay/quantum analysis
in accordance with internationally recognized method in relation to nuclear power plant projects
(within the last 10 years)**

* Please make sure that each track record doesn't overlap with other sheets.
 * This track record is expected to reflect the Delay Lead and Quantum Lead's respective breadth of experience and expertise, the resource capability (such as multidisciplinary team of professionals).
 * Any track records not written in this file will not be counted and unfavorably evaluated.

Delay Lead

No.	Project Name and Country where the projects is located	Client Name and Type (Owner/Sponsor/Lender)	Period	Description * Please provide as many details as possible such as project size, location, client role (Lender/Sponsor/Contractor)

Quantum Lead

No.	Project Name and Country where the projects is located	Client Name and Type (Owner/Sponsor/Lender)	Period	Description * Please provide as many details as possible such as project size, location, client role (Lender/Sponsor/Contractor)

Bidder's Proposed Project Team's experience in delay / quantum claim consultancy in nuclear power plants (regardless of location) and power plant projects in MENA (within the last 10 years)

* Please make sure that each track record doesn't overlap with other sheets.
 * This track record is expected to reflect the breadth of experience and expertise, the resource capability (such as multidisciplinary team of professionals) of the Contractor's Project Teams for delay and quantum, respectively.
 * Any track records not written in this file will not be counted and unfavorably evaluated.

Proposed Project Team for Delay

Delay Claim Consultancy in Nuclear Power Plants

No.	Project Name and Country where the projects is located	Client Name and Type (Owner/Sponsor/Lender)	Period	Description * Please provide as many details as possible such as project size, location, client role (Lender/Sponsor/Contractor)

Delay Claim Consultancy in Power Plant Project in MENA

No.	Project Name and Country where the projects is located	Client Name and Type (Owner/Sponsor/Lender)	Period	Description * Please provide as many details as possible such as project size, location, client role (Lender/Sponsor/Contractor)

Proposed Project Team for Quantum

Quantum Claim Consultancy in Nuclear Power Plants

No.	Project Name and Country where the projects is located	Client Name and Type (Owner/Sponsor/Lender)	Period	Description * Please provide as many details as possible such as project size, location, client role (Lender/Sponsor/Contractor)

Quantum Claim Consultancy in Power Plant Project in MENA

No.	Project Name and Country where the projects is located	Client Name and Type (Owner/Sponsor/Lender)	Period	Description * Please provide as many details as possible such as project size, location, client role (Lender/Sponsor/Contractor)

Bidder's Proposed Project Team's experience in delay / quantum claim consultancy in construction projects conducted in sites outside of Korea (in the last 10 years)

- * Please make sure that each track record doesn't overlap with other sheets.
- * This track record is expected to reflect the breadth of experience and expertise, the resource capability (such as multidisciplinary team of professionals) of the Contractor's Project Teams for delay and quantum, respectively.
- * Any track records not written in this file will not be counted and unfavorably evaluated.

Proposed Project Team for Delay

Delay Claim Consultancy in construction projects conducted in sites outside of Korea

No.	Project Name and Country where the projects is located	Client Name and Type (Owner/Sponsor/Lender)	Period	Description * Please provide as many details as possible such as project size, location, client role (Lender/Sponsor/Contractor)

Proposed Project Team for Quantum

Quantum Claim Consultancy in construction projects conducted in sites outside of Korea

No.	Project Name and Country where the projects is located	Client Name and Type (Owner/Sponsor/Lender)	Period	Description * Please provide as many details as possible such as project size, location, client role (Lender/Sponsor/Contractor)

The experience of the individual members of the Project Team (including team member's fluency in Korean and prior experience in project schedules or quantum claim consultancy)

* Please write down the individual team members' track records (related to track records of other sheets).

* This track record is expected to reflect the breadth of experience and expertise, and resource capability of the Project Team.

* Any track records not written in this file will not be counted and unfavorably evaluated.

Delay Project Team

No.	Name	Position	Telephone number	e-mail account	Korean Fluency & Prior experience in Project Schedules	Language Capacity (Other than Korean)	Period	Relevant experience
1	e.g.) John Doe	Director	+82-2-1234-5678	abcd123@xyz.com	x	fluent in English and Arab (bilingual)	2018.01.15~now	1) Provided claim consultancy for Nuclear Power Plants in MENA to EPC contractor
2	e.g.) Jane Doe	Team member	+82-2-1234-5679	efgh123@xyz.com	O; 1) Participated in delay analysis for power plant project in MENA.	fluent in English (bilingual)	2019. 2. 2.~now	1) Provided claim consultancy for Nuclear Power Plants in MENA to EPC contractor; 2) Participated in delay analysis for power plant project in MENA.

Quantum Project Team

No.	Name	Position	Telephone number	e-mail account	Korean Fluency & Prior experience in Project Schedules	Language Capacity (Other than Korean)	Period	Relevant experience
1	e.g.) John Doe	Director	+82-2-1234-5678	abcd123@xyz.com	x	fluent in English and Arab (bilingual)	2018.01.15~now	1) Provided claim consultancy for Nuclear Power Plants in MENA to EPC contractor
2	e.g.) Jane Doe	Team member	+82-2-1234-5679	efgh123@xyz.com	O; 1) Participated in delay analysis for power plant project in MENA.	fluent in English (bilingual)	2019. 2. 2.~now	1) Provided claim consultancy for Nuclear Power Plants in MENA to EPC contractor; 2) Participated in delay analysis for power plant project in MENA.

Presence of UAE Office

- * Please make sure that each track record doesn't overlap with other sheets.
- * This track record is expected to reflect the breadth of experience and expertise, and resource capability of the Project Team.
- * Any track records not written in this file will not be counted and unfavorably evaluated.

No.	Location of Office	Date of Establishment	Description * Please provide details such as number and qualifications (if any) of personnel who work at the UAE office on a continual basis.

APPENDIX

TERMS and CONDITIONS

- A. GENERAL TERMS AND CONDITIONS**
- B. NON-DISCLOSURE AGREEMENT**
- C. INTEGRITY PACT**

A. GENERAL TERMS AND CONDITIONS

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PREAMBLE

This consulting services contract (the “Contract”) is made and entered into effective as of this ____ day of ____, 2021 (hereinafter called the “Execution Date”) by and between:

1. **KEPCO Engineering & Construction Co., Inc.** (“KEPCO E&C”), a company duly organized and existing under the laws of the Republic of Korea (“Korea”) and having its principal office of business at 269 Hyeoksin-ro, Gimcheon-si, Gyeongsangbuk-do, 39660, Korea; and
2. _____, a company duly organized and existing under the laws of _____ and having its principal office of business at _____ (the “Contractor”).

WITNESSETH:

WHEREAS, KEPCO E&C desires the Contractor to provide services for _____;

WHEREAS, the Contractor offers to provide KEPCO E&C with such Services and to abide by the terms and conditions of this Contract;

WHEREAS, the Contractor has represented himself that it is technically qualified and experienced in the type of work as defined hereinafter and that it is professionally and financially capable of providing the Services for KEPCO E&C;

WHEREAS, KEPCO E&C and the Contractor (hereinafter referred to, individually, a “Party” and collectively, the “Parties”) desire to document their agreement to cover the conditions under which the Services shall be provided; and

WHEREAS, the representatives of the Parties possess proper and sufficient authority to agree.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1. [DEFINITIONS AND INTERPRETATION]

- “Contract” means this agreement entered into between KEPCO E&C and the Contractor for the supply of the Services.
- “Contractor” means [REDACTED] and its successors and assignees entering into this Contract with KEPCO E&C for the supply of Services in accordance with this Contract.
- “day” means calendar day unless expressly indicated as a working day.
- “KEPCO E&C” means KEPCO Engineering & Construction Company, Inc., having its headquarters in Gyeongsangbuk-do, Korea and its legal representatives, successors and assignees.
- “Korea” means the Republic of Korea.
- “Services” means all services to be performed by the Contractor in accordance with the terms and conditions of this Contract.

ARTICLE 2. [SCOPE OF THE SERVICES]

- 2.1 The Services to be performed by the Contractor under this Contract are described in Appendix A [Scope of Services and Method of Performance] attached hereto and made a part hereof.
- 2.2 Upon completion of all tasks in accordance with the schedule agreed between the Parties, the Contractor shall submit its work results including all deliverables to KEPCO E&C for its inspection and review. Upon acceptance in writing by KEPCO E&C of the work results, the Contractor shall be deemed to have completed the Services.

ARTICLE 3. [CONTRACT PRICE]

- 3.1 The maximum total amount to be paid by KEPCO E&C under the Contract and corresponding to the total contract price (the “Contract Price”) shall be _____ inclusive of labor cost and other direct costs. The Contractor agrees that any amount exceeding the above Contract Price shall not be paid by KEPCO E&C.
- 3.2 In case any increase or decrease in accordance with Article 7, "Revisions" or Article 13, "Termination" is required, such portion of increase or decrease shall be calculated based on the cost detail specified in Appendix B [CONTRACT PRICE & PAYMENT].

ARTICLE 4. [TERMS OF PAYMENT]

- 4.1 The Contractor shall submit invoices to KEPCO E&C in accordance with the following payment schedule described in Appendix B [CONTRACT PRICE & PAYMENT].

- 4.2 KEPCO E&C shall pay the accepted amount to the Contractor within thirty (30) days after the receipt of the invoice by telegraphic transfer to the Contractor's bank account. For the avoidance of any doubt, no invoice shall be paid unless and until KEPCO E&C has received and accepted the result (including but not limited to deliverables such as technical consulting service report) of Services performed by the Contractor.

Should any adjustment be necessary as a result of questioned or disallowed items, such adjustment shall be added to or deducted from, as the case may be, any following invoice. If there remains a questioned item, KEPCO E&C reserves the right to withhold payment for the items in question.

- 4.3 Except for banking charges incurred by KEPCO E&C to pay Contractor in connection with Article 3 "Contract Price", all banking charges shall be for the Contractor's account.

ARTICLE 5. [TAXES]

Except as otherwise specifically provided in this Contract, the Contractor shall bear and pay the corporate tax, personal income tax, inhabitant tax and any other taxes assessed on the Contractor, if any, by all local, state or national government authorities outside of Korea in association with the Services. Taxes levied by government authorities of Korea shall be borne by KEPCO E&C.

ARTICLE 6. [FORCE MAJEURE]

No Party shall be in default or shall be liable for any loss or damage due to delay in, or prevention of the performance of its obligations under this Contract if such delay or prevention results from the causes beyond such Party's control ("Force Majeure"). Force Majeure shall include, but are not limited to, the following:

- (a) Acts of God such as storms, floods or earthquakes;
- (b) Civil disturbances such as riots, strikes, revolutions, rebellions or insurrections;
- (c) Accidents or disruptions such as fires or explosions;
- (d) Any acts, laws, decrees, priorities, orders or regulations of any governmental authorities (national or local) including embargoes, quarantines, prohibitions of trade (including delays or failure to act), and delays or failures to issue any necessary license, permit or export or import authorization; or
- (e) Hostilities, invasions, wars (declared or not), or nuclear incidents.

ARTICLE 7. [REVISIONS]

- 7.1 KEPCO E&C shall have the right to request and subsequently to order the Contractor from time to time during the performance of the Services to make any changes to the Services for the modification, addition or deletion of any part of the Services, provided that such changes fall within the general scope of the Services.

The Contractor shall promptly inform KEPCO E&C if the change result in changes to schedule and/or price and the Parties shall in good faith negotiate such schedule and/or price changes.

- 7.2 Notwithstanding Paragraph 7.1 above, any changes made necessary due to any default of the Contractor in the performance of its obligations under the Contract shall not be deemed to be the changes under Paragraph 7.1 above and such changes shall not result in any adjustment of the Contract Price.

ARTICLE 8. [INDEMNITY]

- 8.1 The Contractor shall indemnify, defend, and hold harmless KEPCO E&C and its successors and assignees, their directors, officers, agents and employees from and against any and all claims for loss or damages including bodily injury or death suffered by anyone whomsoever, or any property damage of third party, arising directly or indirectly or claimed to arise out of the Contractor's negligent conduct or negligent performance of the Services or resulting from the negligent performance by the Contractor's employees in the performance of the Services.
- 8.2 The Contractor, at its own expense, shall defend any suit or action brought against KEPCO E&C where the Contractor has agreed to indemnify and defend KEPCO E&C as provided in Paragraph 8.1 above, and shall pay all such judgments against each of them including reasonable attorney's fees and expenses arising and resulting therefrom. The Contractor shall keep KEPCO E&C fully informed of the progress of any such suits or actions, and shall agree to consult with KEPCO E&C at all reasonable times in regard to the progress of such suits or actions.

ARTICLE 9. [WARRANTY AND LIABILITY]

- 9.1 The Contractor warrants that it shall completely perform the Services for KEPCO E&C according to the provisions of this Contract, especially Appendix A [Scope of Services and Method of Performance].
- In the event the Contractor ceases the performance of the Services due to any other reasons than those permitted by provisions of the Contract, KEPCO E&C may claim damages arising out of or resulting from such nonfulfillment. In such case, KEPCO E&C shall have right to reject the payment invoiced by the Contractor for the performance of the Services.
- 9.2 The Contractor warrants that it shall perform the Services for KEPCO E&C with degree of skill and care ordinarily exercised as professionals performing similar services under similar circumstances and conditions and making commercially utmost use of its skill and experience in an efficient, economic and thorough manner within its areas of expertise, in accordance with sound and currently acceptable engineering and management standards, practices, procedures, applicable laws and regulations.

- 9.3 In the event any of the Contractor's Services do not conform to the standards set forth in Paragraphs 9.1 and 9.2 above, KEPCO E&C shall promptly notify the Contractor of any nonconformity. The Contractor shall, at its own expense, upon receipt of written notice from KEPCO E&C, perform any additional Services necessary to correct the nonconformity so that negligent errors or omissions therein are removed to the reasonable satisfaction of KEPCO E&C. Any claims by KEPCO E&C for re-performance of the Contractor's Services shall be made within one (1) year from completion of such Services.
- 9.4 The Contractor's aggregate limit of liability for the Services, arising from violation of its obligations under this Contract, shall not exceed the total Contract Price set forth in Article 3.

ARTICLE 10. [PERFORMANCE GUARANTEE]

As a security for satisfactory performance of its obligation under this Contract, the Contractor shall provide KEPCO E&C with an unconditional irrevocable performance guarantee in a form of a bank guarantee or standby L/C furnished by a bank designated by KEPCO E&C. The guaranteed amount shall be ten percent (10%) of the Contract Price, and the duration shall be at least from Execution Date of this Contract until thirty (30) days after the end of Contractor's Services period described in Article 17 [CONTRACT PERIOD].

ARTICLE 11. [OWNERSHIP OF DATA AND PROPRIETARY INFORMATION]

- 11.1 All the reports and technical documents developed for KEPCO E&C by the Contractor under this Contract shall become the property of KEPCO E&C.
- 11.2 The Contractor shall keep confidential all the data and information provided and designated by KEPCO E&C as confidential or proprietary and shall not divulge them to any third parties.
- 11.3 Contractor shall retain any pre-existing intellectual property ("IP") and hereby grants to KEPCO E&C and its affiliates an irrevocable, non-exclusive, fully paid world-wide sublicensable license to use the Contractor's IP and/or any embedded IP to the extent necessary to utilize results of the Services under this Contract.

ARTICLE 12. [SUSPENSION AND EXTENSION]

- 12.1 KEPCO E&C shall have the right to suspend or extend the completion of the Services for any reason upon fifteen (15) days prior written notice to the Contractor.
- 12.2 The completion shall be suspended or extended by a period of time reflecting the effect of the suspension or extension.

- 12.3 The Contractor shall resume the suspended Services within the earliest reasonable date after receipt of KEPCO E&C's request to do so, but not later than thirty (30) days following receipt of such notice.

ARTICLE 13. [TERMINATION]

- 13.1 KEPCO E&C may at any time terminate the Contract, with or without cause by giving the Contractor a fifteen (15) days' notice in writing ("Termination Notice"). Upon receipt of KEPCO E&C's Termination Notice, the Contractor shall either immediately or upon the date specified in the Termination Notice cease all further Services.
- 13.2 The Contractor shall be paid compensation for the Services performed up to the date of termination except in case the termination is made due to the Contractor's default.
- 13.3 In the event termination as described in Paragraph 13.1 above is made due to the Contractor's default or breach of obligations hereunder, the Contractor shall be liable to KEPCO E&C for all loss, damages and expenses as a result of such termination. In such case, KEPCO E&C shall have the right to reject payment to the Contractor.

ARTICLE 14. [ASSIGNMENT AND SUBCONTRACT]

- 14.1 Neither this Contract nor the benefits or obligations under this Contract shall be sold, assigned or transferred by either Party to any third parties including subsidiary or affiliated companies without the prior written approval of the other Party, with such approval not to be unreasonably withheld. In the event the approval is given by a Party for assignment or transfer, such an approval shall not relieve the other Party from any liability and/or responsibility under this Contract.
- 14.2 Any subcontract, modification or termination hereof relating to the performance of the Services by the Contractor shall not be made without the prior written approval of KEPCO E&C.

ARTICLE 15. [DISPUTES AND ARBITRATION]

- 15.1 All disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Contract, or for the breach thereof, if not settled by mutual agreement, shall, at the option of the initiating Party and upon written notice to the other Party, be finally settled by arbitration in Seoul, Korea in accordance with the International Arbitration Rules of the Korea Commercial Arbitration Board and under the laws of the Republic of Korea.
- 15.2 The award rendered by the arbitrator(s) shall be final and binding upon both the Parties concerned.

ARTICLE 16. [GOVERNING LAW]

All discrepancies, controversies or differences, or the validity, construction and performance of the Contract shall be governed by and interpreted in accordance with the laws of the Republic of Korea, without regard to its conflict of laws principles.

ARTICLE 17. [CONTRACT PERIOD]

The period of the Contractor's Services shall be _____ from the Execution Date. However, notwithstanding the forgoing, the contract period shall be regarded as the period from the Execution Date of this Contract to the expiration date of all rights and responsibilities including the Contractor's warranty, liability, settlement of all tax obligations, and any other obligation under this Contract.

ARTICLE 18. [LIQUIDATED DAMAGES FOR DELAY]

In the event that, for reasons attributable to Contractor, the Services are delayed beyond the completion date specified in the Contract documents, the Contractor shall pay liquidated damages to KEPCO E&C, not as a penalty, in an amount of zero point one two five (0.125) percent of the amount of each delayed portion for each day of delay. The liquidated damages shall not exceed ten (10) percent of the total Contract Price.

KEPCO E&C is entitled to deduct such liquidated damages from any payment due to the Contractor.

ARTICLE 19. [SEVERABILITY]

In the event that any articles, provision, portion or application thereof is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, portions or applications thereof shall not be affected thereby.

ARTICLE 20. [NOTICE]

All notices, communications and approvals required or permitted to be given hereunder shall be given in writing in English and shall be made to the address of the parties concerned in one of the following means ;

- Personal delivery to the designated representative of each of the parties ;
- by registered post ; or
- by email

the specific designation of the parties as set forth below ;

If to KEPCO E&C :

KEPCO Engineering & Construction Co., Inc.
269, Hyeoksin-ro, Gimcheon-si,
Gyeongsangbuk-do, 39660, the Republic of Korea
Attention: Mr. _____
Tel: +82-54-421-_____
E-mail: _____@kepc0-enc.com

If to the Contractor :

Attention: _____
E-mail: _____
Fax No.: _____

Either Party hereto may change its address by a notice given to the other Party in the manner set forth immediately above. Notice given as herein provided shall be considered to have been given upon receipt.

ARTICLE 21. [INFRINGEMENT OF PATENTS]

In the event any suit, claim, action or proceeding against KEPCO E&C or their designee arises from allegations that any proprietary rights arising from the Services provided by the Contractor under this Contract, including without limitation the computer programs, or any portion thereof constitute infringement of any patent, copyright, trade secret, Know-How, or any other proprietary right of any third party, the Contractor shall defend KEPCO E&C's or their designee's right, title and interest to the same against such suit, claim, action, or proceeding at the Contractor's expense and shall hold KEPCO E&C and their designee harmless from any damages or losses of any kind including without limitation legal fees. If as a result of such suit or proceeding, the proprietary rights or any part thereof is held to constitute an infringement and the use of said proprietary rights, or any part thereof, is enjoined, the Contractor promptly shall, at his option and expense, either procure for KEPCO E&C the right to continue using said proprietary rights, or the part thereof, or replace the same with non-infringing proprietary rights acceptable to KEPCO E&C.

ARTICLE 22. [ACCEPTANCE OF THE SERVICES]

22.1 The Contractor shall give KEPCO E&C written notice as soon as it has completed the Services. Within fifteen (15) calendar days after receipt of such notice, KEPCO E&C shall notify in writing

whether to accept those Services or request Contractor for correction of any unfinished work or deficiencies.

- 22.2 If the Contractor performs or corrects the unfinished work or deficiencies and notifies KEPCO E&C that all such items of unfinished work or deficiencies have been corrected, KEPCO E&C shall give the Contractor the written notice of acceptance (“Acceptance of Services”) within fifteen (15) calendar days thereafter.
- 22.3 If KEPCO E&C fails to give notice of acceptance in the manner and at the times provided above, the Services shall be deemed to have been accepted by KEPCO E&C for all purposes of this Contract. The Acceptance of Services by KEPCO E&C shall in no event be considered a release of the Contractor's responsibilities, within the warranty period specified in Article 9.

ARTICLE 23. [RESPONSIBILITIES OF THE PARTIES]

- 23.1 KEPCO E&C's Responsibilities
- 23.1.1 KEPCO E&C shall provide available, data, criteria and other necessary information to the Contractor in a reasonably expeditious manner for the Contractor to perform the Services.
- 23.2 The Contractor's Responsibilities
- 23.2.1 The Contractor shall obtain necessary customary local licenses, permits, authorizations, customs clearances and handling, and agreements required for the Contractor to do business in the jurisdiction in which the Services are performed. The costs related to this Paragraph shall be for the Contractor's account.
- 23.2.2 The Contractor, its employees and agents shall comply with all legal provisions, regulations and safety rules for work applying in the territories in which the Services are carried out.

ARTICLE 24. [LANGUAGE AND UNITS]

The text of this Contract, technical specification or documents shall be made in English. The metric system and units shall be used for all principal instruction, instrumentation and other operating parameters. However, the foot-pound system can also be used in addition for reference.

ARTICLE 25. [TIME ZONE/TIME PERIOD]

Any reference in this Contract to a specific time shall refer to Korea Standard Time (KST).

ARTICLE 26. [DRAFTING]

Each of the Parties hereto acknowledges that each Party was actively engaged in the negotiation and drafting of this Contract and that no law or rule of construction shall be raised or used which the

provisions of this Contract shall be construed in favor or against any Party hereto because one is deemed to be the author thereof.

ARTICLE 27. [ENTIRE AGREEMENT]

This Contract constitutes the entire agreement and understanding between the Parties as to the subject matter of this Contract and merges and supersedes all previous discussions, agreements and understanding of any and every nature between them. This Contract shall not be amended except by written agreement of the Parties.

ARTICLE 28. [CONTRACTUAL INTEGRITY]

- 28.1 The Contractor shall not offer or grant any bribes or undue benefits, including money, other articles, or treats, either directly or indirectly to any officials concerned, in the process of bid, award of contract, execution or performance of contract.
- 28.2 The Contractor shall not engage in any unfair practices that unreasonably undermine fair competition in a bid, such as bid-rigging or collusion to render the award of contract to a particular participant.
- 28.3 In the event of violation of the above, KEPCO E&C shall be entitled to:
 - 1) terminate any contract with the Contractor including this Contract; and/or
 - 2) prohibit the Contractor from participating in any bids invited by KEPCO E&C for the period of two (2) years, and the Contractor shall not raise any objections or file any civil or criminal claims against KEPCO E&C for any measures taken by KEPCO E&C.
- 28.4 The Contractor shall be deemed to have signed and accepted the Integrity Pact attached hereto by signing this Contract.

ARTICLE 29. [EFFECTIVENESS]

This Contract shall be entered into full force and effect upon the signing of this Contract by the parties hereto.

ARTICLE 30. [MISCELLANEOUS]

- 29.1 For the avoidance of doubt, while KEPCO E&C shall be the party to the Contract, the Contractor shall be instructed by KEPCO (and KEPCO's instructions will override any conflicting instructions by KEPCO E&C) with respect to the conduct of the services and deliverables set forth in the Contract.

29.2 Contractor shall not have any conflict of interest with respect to the proposed role as KEPCO E&C's Contractor for the BNPP Project with any person or entity who may be associated with the BNPP or other competitors and shall not place itself in any circumstance(s) or arrangement(s) which may constitute or give rise to a conflict of interest, until the completion or termination of this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in duplicate each of which is deemed an original, by their respective duly authorized representatives as of the date first above written in the Preamble.

KEPCO Engineering & Construction Co., Inc.

By: _____
Name: Yoon Donggyu
Title: General Manager

By: _____
Name:
Title:

B. NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "**Agreement**") is made and entered into as of this [Date, Month, and Year] (the "**Effective Date**"), by and between:

KEPCO Engineering & Construction Co., Inc., a company organized and existing under the laws of the Republic of Korea, having its principal place of business at 269, Hyeoksin-ro, Gimcheon-si, Gyeongsangbuk-do, 39660, Republic of Korea ("**KEPCO E&C**"),

and

[Company Full Name], a company organized and existing under the laws of [Country], having its principle place of business at [Address] ("**Company Abbreviated Name**").

KEPCO E&C and the [Company Abbreviated Name] are individually referred to as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the Parties have signed Contract for " _____ "
("Purpose"); and

WHEREAS, the Parties anticipate that Contract will involve the disclosure of confidential or proprietary information owned or controlled by KEPCO E&C ("Disclosing Party") to the [Company Abbreviated Name] ("**Receiving Party**") and desire to undertake certain measures to protect any such information from unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants provided herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. "Confidential Information" shall mean any information, ideas or materials now or hereafter owned by or otherwise in the possession or control of, or otherwise relating to, the Disclosing Party of a confidential nature, including but not limited to proprietary samples, designs, specifications, calculations, data, reports, drawings, process, formula, method, know-how, trade secret, business-related information, technical information, marketing information, engineering information, construction information, and other information relating to Purpose, which may be disclosed by the Disclosing Party to the Receiving Party in connection with the Purpose. Confidential Information shall also include all copies, summaries, analyses, or extracts of such information, ideas or materials disclosed by the Disclosing Party, based thereon or derived therefrom.
2. The Receiving Party shall:
 - (a) limit the dissemination of Confidential Information within its organization to only those employees having a need for access,
 - (b) protect Confidential Information from disclosure to third parties with at least the same degree of care (but no less than a reasonable degree of care) as it uses to protect its own Confidential Information of like kind from unauthorized use or disclosure,

- (c) use Confidential Information only for the Purpose expressly stated above, and
 - (d) not copy or reproduce the Confidential Information without the written consent of the Disclosing Party, except for such copies as may be required for the Purpose.
3. The obligations of Paragraph 2 above shall survive termination of this Agreement, provided that such obligations shall not apply to any information that the Receiving Party can prove by corroborated evidence:
- (a) was or is developed for the Receiving Party by persons who had not been exposed to Confidential Information;
 - (b) was publicly available at the time of disclosure or became publicly available through no fault of the Receiving Party and without breach of this Agreement by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party; or
 - (c) was or is rightfully received by the Receiving Party from a third party without limitation or restriction on its disclosure at the time of disclosure by such third party and without breach of this Agreement.

The Receiving Party shall not use nor disclose Confidential Information in reliance on any of the foregoing exemptions without notifying the Disclosing Party in writing of its intended reliance at least fourteen (14) days in advance of use or disclosure. Confidential Information shall not be deemed to be within the foregoing exceptions merely because it may be embraced by more general information in the public domain or in the Receiving Party's possession. Confidential Information embodied within a combination of features available in the public domain or in the Receiving Party's possession shall not be deemed to be within the foregoing exceptions unless the combination of features itself is in the public domain or in the Receiving Party's possession.

4. No information proprietary to the Receiving Party shall be disclosed to the Disclosing Party under this Agreement. All information, supplies or equipment delivered to the Disclosing Party by the Receiving Party hereunder shall be available for unrestricted use or replication by the Disclosing Party without further compensation to the Receiving Party.
5. The Receiving Party shall not manufacture, reproduce, redesign, alter, modify, break-down, disassemble, reverse engineer, analyze or otherwise attempt to derive the material composition or the physical characteristics of the underlying information, structure or ideas of any tangible materials received as Confidential Information from the Disclosing Party. The Receiving Party may not use the Confidential Information to perform any services outside the scope of this Agreement. The Receiving Party shall destroy, within thirty (30) days after the completion or termination of the Contract, whichever is earlier, all Confidential Information including but not limited to prepared, developed or generated information, document, material or any tangible information by the Receiving Party without retaining a copy of any such information. Then, the Receiving Party shall certify in writing such destruction as soon as practicable.
6. No warranty, license, right or immunity under any patent or other intellectual property is intended to be granted to the Receiving Party by this Agreement.
7. This Agreement shall be considered to have been entered into and construed in accordance with the laws of the Republic of Korea, without regard to conflict of laws principles.
8. This Agreement shall be effective from the Effective Date hereof, and continue in effect for 10 years from the completion and/or termination of the Contract, KCN04-21-XX,

whichever is the later, provided that all obligations attaching to Confidential Information disclosed shall survive such termination.

9. The Receiving Party warrants that any subcontractor of the Receiving Party having access to or contact with any Confidential Information shall be subject to an agreement having obligations of confidentiality which are at least as restrictive as those contained herein. The Receiving Party warrants that such subcontractor shall have access only to such Confidential Information which is absolutely necessary to enable subcontractor to perform its duties in accordance with this Agreement.
10. All tangible information, including drawings, designs, specifications, calculations, blueprints, flowsheets, sketches, descriptions, data, samples and other tangible material pertaining to the Confidential Information shall remain the property of the Disclosing Party. At request of the Disclosing Party, the Receiving Party shall promptly return all such tangible information, and all copies thereof, to the Disclosing Party.
11. The Receiving Party agrees to comply, and do all things necessary for the other Party to comply, with all applicable laws, regulations and ordinances, including, but not limited to, any applicable export control laws and regulations, insofar as they relate to the activities to be performed under this Agreement. Each Party agrees to obtain any required government approvals prior to export of any technical data disclosed to it or the direct product related thereto.
12. This Agreement contains the entire agreement between the Parties as to the subject matter hereof and supersedes and replaces all previous written or oral understandings, agreements, negotiations, commitments, or representations, and any other writings or communications in respect to such subject matter. No amendment of this Agreement shall be effective unless in writing and signed by both of the Parties.
13. The Receiving Party agrees that money damages shall not be a sufficient remedy for any breach of this Agreement by it and that in addition to all other remedies which may be available, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief, without bond, as a remedy for any such breach or threatened breach in accordance with the procedures set out in Paragraph 14 of this Agreement.
14. Any dispute or claim, whether based on contract, tort, statute or other legal or equitable theory arising out of or in connection with this Agreement, if not settled by mutual agreement, shall be finally settled by arbitration in Seoul, Korea in accordance with the International Arbitration Rules of the Korean Commercial Arbitration Board by one or more arbitrators appointed in accordance with the said Rules, provided that a Party may seek appropriate interim injunctive relief pending the formation of the arbitration panel. In the event of any legal action to enforce this Agreement or to recover damages or other relief on account of any breach of this Agreement, the prevailing party will be entitled (in addition to any and all other remedies) to recover any and all costs and expenses (including, without limitation, reasonable attorneys' fees) that it may incur in connection with such action.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

KEPCO Engineering & Construction Co., Inc. ABC

By_____

By_____

Name:

Name:

Title:

Title:

C. INTEGRITY PACT

Integrity Pact

In connection with conducting any business transactions with KEPCO Engineering & Construction Co., Inc. (KEPCO E&C), the undersigned hereby covenants the following:

1. We shall not offer or grant any bribes or undue benefits, including money, other articles, or treats, either directly or indirectly to any officials concerned, in the process of bid, award of contract, execution or performance of contract.
2. We shall not engage in any unfair practices that unreasonably undermine fair competition in a bid, such as bid-rigging or collusion to render the award of contract to a particular participant.

We acknowledge that, in case of breach of the above covenants, any of our contract with KEPCO E&C may be terminated and we may not be allowed to participate in any bidding invited by KEPCO E&C.

We will fully comply with this Integrity Pact, and will not raise any objections or file any civil or criminal claims against KEPCO E&C for the measures taken by KEPCO E&C.

By: _____

Name: _____

Title: _____