Terms of reference

Kind of services: Legal services for Rosatom Japan Office of Rosatom South East Asia Pte. Ltd.

Tokyo

2020

**ТERMS OF REFERENCE**

CONTENTS

SECTION 1. SERVICE

SECTION 2. SERVICE DETAILS

Subsection 2.1 Scope of service

SECTION 3. SERVICE REQUIREMENTS

Subsection 3.1 General

Subsection 3.2 Procedure and special terms and conditions for the procurement of legal services (quote)

Subsection 3.3 Quality

Subsection 3.4 Warranty

Subsection 3.5 Confidentiality

Subsection 3.6 Service and service result safety

Subsection 3.7 Customer training

Subsection 3.8 Contents of the participant’s technical proposal

Subsection 3.9 Special requirements

SECTION 4. SERVICE RESULT

Subsection 4.1 Final result description

Subsection 4.2 Requirements for service acceptance

Subsection 4.3 Requirements for delivery of technical and other documents (form of deliverables)

SECTION 5. CUSTOMER TECHNICAL TRAINING REQUIREMENTS

SECTION 6. ABBREVIATIONS

SECTION 7. APPENDIXES

SECTION 1. SERVICE

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| Legal services for Rosatom Japan Office of Rosatom South East Asia Pte. Ltd. |

SECTION 2. SERVICE DETAILS

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| Subsection 2.1 Scope of the services |
| 1. Written and verbal legal advice, drafting of documents re Customer’s business activity and legal expertise of drafts provided by the Customer, dispute resolutions, on matters of the below areas (where applicable):  * Business Law and Regulations; * Business Dispute between Company and third parties; * Dispute between corporate bodies of the company; * Bankruptcy dispute in the Commercial Court; * Drafting and review business agreements, * Corporate action; * Preparation of the legal aspects of establishing businesses and business operations; * Unfair competition; * Industrial Relations, including handling permits for foreign labor; * Preparation and management of the legal aspects of the implementation of the provisions of employment law; * Industrial relations dispute in the Industrial Relations Court (PHI). * Civil Law, including but not limited to, Dispute Agreement, Dispute compensation tort (PMH).  1. To provide the legal services:  * Contractor shall meet the requirements of Section 3 of these TOR; * Duration of agreement: 24 months from the date of conclusion of the contract, commencing not earlier than September 9th, 2020. |

SECTION 3. SERVICE REQUIREMENTS

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| Subsection 3.1 General requirements |
| * + 1. To provide legal services for Rosatom Japan Office of Rosatom South East Asia Pte. Ltd. the Contractor shall meet next conditions:   - eligible to conclude the prospective agreement;  - not going through a winding-up and liquidation procedure;  - not an organization whose property is arrested upon a court order, administrative authority resolution and (or) whose activity is suspended.   * + 1. The services are provided on the Customer’s requests.     2. Services are to be provided in Tokyo.     3. The Contractor shall calculate services cost and proceed with service rendering upon the Customer’s approval.     4. In the case it is found out during services providing that their cost exceeds the agreed amount such services shall be rendered in full for the cost agreed.     5. Provided services shall be based on and comply with current legislation of Japan.     6. The Contractor shall appoint in the Procurement Application and in the Service Agreement at least 3 specialists with qualifications of a Japanese Attorney-at-Law (Japanese Benghoshi), indicating their names, qualification number in the registry of Japanese Bengoshi and the year of receiption of the Benghoshi qualification:  |  |  |  |  | | --- | --- | --- | --- | | № | Name of the Japanese Benghoshi specialist | Qualification number in the registry of Japanese Bengoshi | The year of receiption of the Benghoshi qualification | | 1 | *…* | *…* | *…* | | 2 | *…* | *…* | *…* | | 3 | *…* | *…* | *…* |  * + 1. The interaction with the Customer shall be in Japanese and English (Russian if possible) language.     2. The interaction with Japanese authorities and third parties shall be in Japanese (English by the request)     3. To provide the services listed in clause 2.1, the Contractor appoints a representative for immediate communication with the Customer and provides the possibility of arranging short-notice meetings (no later than on the day of the notification). The Contractor provides prompt (no later than within 2 business days after receiving the meeting request) arrangement of face-to-face consultations with the mandatory presence of each specialist specified in the Service Agreement at the Customer’s office or at the Contractor’s office in Tokyo at any time throughout the period of contractual services.     4. The Customer’s requests shall be processed within one business day. Should it be impossible, the Executor shall within one business day inform the Customer when the request is to be processed.     5. The results of the services shall be in written form, unless otherwise provided by the Customer’s request, with legal grounding and references to legal sources. |
| Subsection 3.2 Procedure and special terms and conditions for the procurement of legal services (quote) |
| * + 1. The absence of a conflict of interests, namely: the absence of a situation in which a procurement participant or an organization belonging to the same group of persons with a procurement participant or providing services under the means of individualization (trademark, service mark, part of a company name) under the same procurement participant provides:   procedural opponents of the Corporation and/or its organizations in the framework of arbitration and/or legal proceedings in the territory of any state or  procedural opponents of the Russian Federation, including in the person of the federal executive bodies, in the framework of arbitration or judicial proceedings, with the exception of disputes arising from administrative and other public legal relations. |
| Subsection 3.3 Quality |
| 3.3.1. The services shall be provided in time and with proper quality in accordance with the technical specifications and contract. |
| Subsection 3.4 Warranty |
| Not applicable |
| Subsection 3.5 Confidentiality |
| Any service-related material, information and document as well as all personal data is confidential and shall not be disclosed to third parties without preliminary written consent unless the disclosure is required to obtain such official permits or documents as may be necessary for the service or payment of taxes and other regulatory charges and in any other cases according to the applicable law. |
| Subsection 3.6 Service and service result safety |
| Not applicable |
| Subsection 3.7 Customer training |
| Not applicable |
| Subsection 3.8 Contents of the participant’s technical proposal |
| Not applicable |
| Subsection 3.9 Special requirements |
| Not applicable |

SECTION 4. SERVICE RESULT

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| Subsection 4.1 Final result |
| 4.1.1 Timely organized the full legal support in accordance with the requirements of these TOR and Japanese Law and Regulations. |
| Subsection 4.2 Service acceptance |
| 4.2.1. The Services to be accepted under the Invoice with detailed service description.  4.2.2. The Contractor shall send an Invoice after each case full completion, with a detailed list of provided services, time spent, employees engaged, hourly rates and a total fee not later than tenth (10) business day of a following month. The Customer shall accept the results of services by making a payment or send a motivated complaint within ten (10) business days after receipt of the Invoice. In this case the Parties strive to resolve a dispute by means of negotiations. Unless the Parties come to a settlement, the dispute shall be subject to the jurisdiction of the respective courts of Japan. The service agreement shall be governed by the laws of Japan.  4.2.3. The Invoice may be sent to the Customer in electronic form. |
| Subsection 4.3 Requirements for delivery of technical and other documents (form of deliverables) |
| Not applicable |

SECTION 5. TRAINING REQUIREMENTS

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| Not applicable |

SECTION 6. ABBREVIATIONS AND DEFINITIONS

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| Item No | Abbreviation/ short form | Explanation |
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SECTION 7. APPENDIXES

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| No | Appendix | Page No |
| 1 | Form of Proposal |  |
| 2 | Principal Terms and Conditions |  |