

Appendix 7 – Security Clearance Requirements

1. The Consultant shall not involve in performance of the Agreement, including in any work at a construction site, any natural person (e.g., an employee, employee of a sub-consultant or any other person) who has been convicted of an intentional criminal offense and a person of whom there are objective grounds for doubting his ability to preserve classified, confidential or restricted information.
2. Before starting performance of the Agreement and at the request of the Client the Consultant shall receive certificates on employees and specialists who will be involved in the performance of the Agreement, including in any work at a construction site, for absence of the criminal record referred to in Section 1 above in their country of residence. At the request of the Client, the Consultant shall ensure the submission of the certificates referred to in this Section to the Client.
3. The Consultant shall submit to the Client the name, surname, personal code (identification number), professional title (job position) of every person that will implement the Agreement and/or will be present on the construction site at least 10 (ten) working days prior involvement of this person in the implementation of the Agreement and/or its presence on the construction site. Upon Client's request, the Consultant shall provide a brief (concise) description of duties towards the implementation of the Agreement of any such person.
4. The Client has a right to demand dismissal of such a natural person non-compliant with the security clearance requirements stipulated in this Appendix at the Client's sole discretion on the basis of the Client's written request for dismissal. Parties agree that such Client's decision is final and incontestable.
5. If the Client prohibits the person indicated by the Consultant from performing the tasks related to the performance of the Agreement, the Consultant shall replace this person with another person, by notifying the Client thereof in accordance with Section 2 of this Appendix.
6. If the Consultant is unable to replace the person or if such replacement would cause the Consultant disproportionate expenses, the Consultant shall immediately provide the Client with a motivated explanation and the Parties shall try to agree on possible conditions and procedures pursuant to which such person could perform its duties related to the performance of the Agreement.

7. The Client has the right to come to the construction site and check whether the Consultant complies with the security clearance requirements. If the Consultant violates Section 1, 2 or 3 of this Appendix, or conditions and procedures pursuant to which person is performing its duties related to the performance of the Agreement as per Section 6 above, the Client has the right to expel relevant natural person from the construction site.
8. The Consultant shall take all necessary actions and measures in a timely manner to ensure that the person is not involved in the performance of the Agreement or is immediately terminated if the person does not meet the security clearance requirements, creates or may create security risks to the construction site, restricted information, the Client and third parties.
9. The Consultant is obliged:
 - 9.1. to ensure that a person who does not comply with the requirements of the security clearance is not involved in the performance of the Agreement;
 - 9.2. immediately replace a person who does not comply with the security clearance requirements;
 - 9.3. to comply with and not contest the oral and written instructions and decisions of the Client issued in accordance with this Appendix;
 - 9.4. to provide the Client with all the necessary information and support related to necessity of replacing a person.
10. In any case, the Consultant shall immediately notify the Client in writing of any situation that has arisen before and during the performance of the Agreement, as a result of which there is or may be a risk of involving a person who does not comply with the security clearance requirements and related security risks to the Client, construction site, third parties, as well as on the replacement of such person involved in the performance of the Agreement.
11. If the Consultant violates the security clearance requirements specified in this Annex, it is considered a material breach of the Agreement.