

CONTRACT OF RADIOACTIVE MATERIAL STORAGE

This CONTRACT, made and entered on this _____ day of _____ 20__ in Quezon City, Metro Manila, by and between:

The **PHILIPPINE NUCLEAR RESEARCH INSTITUTE**, Department of Science and Technology, represented by its Director, and hereinafter referred to as PNRI:

-and-

The _____, a private entity duly operating and doing business in accordance with the laws of the Philippines and hereinafter referred to as the STORAGE USER:

WITNESSETH:

Whereas, the STORAGE USER has applied and voluntarily agreed to store its radioactive material with the PNRI under and subject to the latter’s applicable rules and regulations on the matter.

Whereas, the PNRI is the owner of the Radioactive Waste Management Facility (RWMF) which is available for safe and secure storage of radioactive material described herein as follows: *(State the number of unit/s, Brand/Model, Serial Number, Radionuclide, Activity, and Reference Date)*

NOW THEREFORE, the for and in consideration of the foregoing premises, the PNRI and the STORAGE USER have agreed as they hereby agree on the following:

1. That the STORAGE USER hereby transfers the above described radioactive material to PNRI, and the PNRI accepts and take possession of the said radioactive material subject to the following terms and conditions:
 - a. The STORAGE USER agrees to store the above-described radioactive material in the RWMF exclusively for safekeeping for *(indicate the period of storage)* _____;
 - b. The STORAGE USER agrees to pay PNRI for the safe keeping of the radioactive material the amount of:
 - i. Weekly - Php 2,800.00 per unit
 - ii. Monthly - Php 10,000.00 per unit
 - c. The STORAGE USER shall retrieve the radioactive material from the PNRI-RWPSF at the end of the stipulated period indicated above without necessity of notice from the latter to the former;

- d. Failure to retrieve the said radioactive material at the end of the storage period shall obligate the STORAGE USER to pay PNRI the storage fee as specified in 1 b. plus a 12% interest per week or month of delay until its actual retrieval, a fraction of a week or month being considered a full week or month;
 - e. Failure to retrieve the said radioactive material within one hundred eighty (180) days after the storage period stated above shall give PNRI the authority to dispose the radioactive material and the STORAGE USER shall pay the disposal fee to PNRI;
 - f. The STORAGE USER shall be responsible for the transport of the radioactive material to and from the PNRI-RWMF;
 - g. The PNRI shall not be liable for the loss of or damage to the radioactive material in case of force majeure, as well as theft;
 - h. The PNRI shall not be responsible for the maintenance of the instrument and its associated parts should it be stored together with the radioactive material.
2. Subject to paragraph 1 (a) above, this CONTRACT shall terminate on _____ and shall supersede and revoke any prior contract which PNRI may have executed with the STORAGE USER. Further, herein contract may be amended, modified or earlier terminated at the option of the PNRI;

IN WITNESS WHEREOF, parties aforementioned hereunto affix their signature on the date herein before written.

Signed and sealed this _____ day of _____, 20____.

**PHILIPPINE NUCLEAR
RESEARCH INSTITUTE (PNRI)**

CUSTOMER

CARLO A, ARCILLA, PH.D.
Director

Signature over printed name
Designation: _____

WITNESS

RONALD E. PIQUERO
PNRI Representative

Signature over printed name

ACKNOWLEDGEMENT

Republic of the Philippines
Quezon City

BEFORE ME, a Notary Public of _____ personally appeared **CARLO A. ARCILLA, Ph.D.** with Passport No. **S0013034A** issued at **DFA Manila** on **14 September 2017** and _____ with Passport/LTO/PRC/Voter/Postal ID No. _____ issued at _____ on _____, 20__ known to me to be the same persons who executed the above contract of temporary storage and who acknowledged that the same is their voluntary act and deed. I further certify that this document consists of (2) pages, including this page upon which this acknowledgement is written, and that the parties together with their instrumental witnesses have signed their names on the left-hand margin of each page of this document.

WITNESS my hand and seal this _____ day of _____ 201__ at the _____, Philippines.

NOTARY PUBLIC
Until December 31, 20__
PTR No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of 200 _____