26/2010

**Nuclear Regulatory Authority of Slovak Republic** 

Bajkalská 27, P.O.Box 24, Bratislava 27, 820 07, Slovakia

Represented by: Ms. Marta ŽIAKOVÁ, Chairperson

(Hereinafter: the Contracting Authority)

Bank connection

Statna pokladnica (State Treasury)

Account number: 00000

000000-7000061948/8180

IBAN:

SK04 8180 0000 0070 0006 1948

SWIFT:

SUBASKBX

and

ENCONET Consulting Ges.m.b.H., Auhofstrasse 58, 1130 Vienna, Austria

Represented by:

Mr. Bojan TOMIC

(Hereinafter: the Contractor)

Company reg. no.:

FN121395b

Tax number:

AT38223007

Account number:

102 134 637 00 (EUR)

IBAN:

AT571200010213463700

SWIFT:

BKAUATWW opened with Bank Austria, Am Hof 2, 1010 Vienna, Austria

Conclude the following

## CONTRACT

Study on "Enhancement of the licensing process for newbuilt in Slovakia"

# I. INTRODUCTORY NOTE

#### Article 1

The Contract is concluded on the basis of the tender submitted by ENCONET Consulting Ges.m.b.H. on 19. November 2010.

## II. SUBJECT MATTER OF THE CONTRACT

## Article 2

The subject matter of the Contract shall be the study on "Enhancement of the licensing process for newbuilt in Slovakia".

The scope of the task is evident from the Consortium's tender.

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## III. CONTRACTUAL VALUE

## Article 3

The contractual value for the work referred to in Article 2 herein shall be EURO 27.500 (in words twenty seven thousand, five hundred EURO). The price includes value added tax and any other compulsory duties as well as any discounts.

#### IV. PAYMENT METHOD

#### Article 4

The delivery of the subject matter of the contract (Article 2) should be confirmed by the delivery protocol. This protocol is part of the invoice. The invoice shall be settled by the Contracting Authority within 30 days following the receipt of the invoice to the Contractor's account no. IBAN AT5712000 102 134 637 00.

The Contracting Authority shall on the basis of enclosed reports accept or reject the invoice within 8 days after receiving it. If the representative of the Contracting Authority fails to accept or reject the invoice within 8 days after receiving it, the invoice shall be deemed accepted.

If the judgment of the Contracting Authority based on the revision is that the study has not been performed adequately, the Contracting Authority shall in the same time limit demand supplements of the study and shall define an appropriate time limit for the Contractor to perform the supplements. If the Contractor fails to perform the demanded supplements of the study in the prescribed time limit or the Contractor fails to perform the supplements in the manner demanded by Contracting Authority, the Contracting Authority can lower the payment or withdraw from the contract.

If the final study is not accepted or rejected by the Contracting Authority in 30 days after delivery, the study shall be deemed accepted.

### V. IMPLEMENTATION DEADLINE

#### Article 5

The Contractor shall perform the work referred to in Article 2 herein by 20 December 2010.

### Article 6

Should the Contractor fail to finish the work referred to in Article 2 herein within the contractual deadline, they shall pay the Contracting Authority 2 ‰ (two per mille) of the contractual amount for the underlying stage for every day of the delay however not more than 5% (five percent) of the contractual value of the underlying stage.

The contractual penalty shall be deducted by the Contracting Authority from the amount specified in the first paragraph of Article 4 herein.

Should the Contractor miss the deadline for completing the second stage by 61 days or more, the Contracting Authority may terminate the Contract.

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# VI. OBLIGATIONS OF THE CONTRACTING PARTIES

## Article 7

The Contractor shall keep the prepared reports and the manual of the project as confidential material and shall not publish or submit them to third persons without prior consent of the Contracting Authority.

The Contract gives the Contracting Authority economic and other rights of the author on all documents and items produced on the basis hereof.

According the administrative rules which are obligatory for the Contracting Authority, the text or this Agreement could be made publicly available in electronic or other forms if it will be required.

# VII. CONTRACT ADMINISTRATORS

## Article 8

The contract administrator for the Contracting Authority shall be Mr. Ján Husárček, and for the Contractor Mrs. Karin Leroch.

# VIII. FINAL CLAUSES

#### Article 9

The Contracting Parties shall settle any disputes arising here from amicably and in the spirit of mutual co-operation. Should this fail, the disputes shall be referred to the court of jurisdiction in Bratislava, according to Slovak law.

#### Article 10

This Contract shall be made when it is signed by both Contracting Parties. Any amendment hereto shall only be made by an annex in writing signed by both Contracting Parties.

This Contract is made in 4 copies, of which each Contracting Party shall receive 2.

Date: 29.11.2010

CONTRACTOR:

Date:

**CONTRACTING AUTHORITY:** 

Úrad jadrového dozoru SR Bajkalská 27, P. O. Box 24

820 07 Bratislava 27

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