## CONTRACT

39/2008

Customer Ref.:

1714/220-247/2008

Contractor Ref.:

ENCO TP (08) 12

Title of a work:

Development of the Regulatory Guide for the Evaluation of Safety

Issues of Organizational Arrangements of Operator (Licensee)

## I. CONTRACTING PARTIES

## Article 1

Customer:

**Nuclear Regulatory Authority of Slovak Republic** 

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

Represented by:

Ms. Marta ŽIAKOVÁ, Ph.D.; Chairperson

Banking data:

Štátna pokladnica

Account number: 7000061905/8180

IBAN: SK9881800000007000061905, SWIFT:SUBASKBX,

IČO: DIČ: 300844185 2020869224

and

Contractor:

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

Austria

Represented by:

Bojan TOMIC

Company reg. no.: FN121395b

Banking data:

Account number: 102 134 637 00 (EUR), IBAN AT571200010213463700,

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

Austria

Tax number:

AT38223007

# conclude the following contract:

# II. INTRODUCTORY NOTE

## Article 2

The Contract is concluded on the basis of the tender submitted by ENCONET Consulting Ges.m.b.H. on 24<sup>th</sup> July 2008.

#### III. SUBJECT MATTER OF THE CONTRACT

## Article 3

3a) The subject matter of the Contract shall be Development of the Regulatory Guide for the Evaluation of Safety Issues of Organizational Arrangements of Operator (Licensee) Ref. 1714/220-247/2008.

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3b)The scope of the task is as in the Invitation to tender, the UJD letter of July 8<sup>th</sup>, 2008 and as detailed in ENCONET's tender

## IV. CONTRACTUAL VALUE

#### Article 4

- 4a) The contractual value for the work referred to in Article 2 herein shall be SKK 598.575 (in words five hundred ninety eight thousand, five hundred seventy five Slovak crowns). The price includes value added tax and any other compulsory duties as well as any discounts.
- 4b) Contractor will submit completed work to customer 1x on CD and 2x paper copy. Acceptation of the work will be confirmed by Customer signature on acceptance certificate.

## V. PAYMENT METHOD

#### Article 5

- 5a) The invoice in amount of 100% of contractual amount shall be issued by Contractor at the completion of all of the activities on the project, approval of the deliverable and after signature of acceptance cetificate by the Customer.
- 5b) The invoice shall be settled by the Customer within 30 days following the receipt of the invoice to the Contractor's account no. IBAN AT5712000 102 134 637 00.
- 5c) The Customer shall on the basis of enclosed reports accept or reject the invoice within 8 days after receiving it. If the representative of the Customer fails to accept or reject the invoice within 8 days after receiving it, the invoice shall be deemed accepted.
- 5d) If the judgment of the Customer based on the revision is that the study has not been performed adequately, the Customer 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 Customer , the Customer can lower the payment or withdraw from the contract.
- 5f) If the deliverable is not accepted or rejected by the Customer in 30 days after delivery, the results shall be deemed accepted.

## VI. IMPLEMENTATION DEADLINE

#### Article 6

The Contractor shall perform the work referred to in Article 2 herein by 30 October 2008.

## Article 7

- 7a) Should the Contractor fail to finish the work referred to in Article 2 herein within the contractual deadline, they shall pay the Customer 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.
- 7b)The contractual penalty shall be deducted by the Customer from the amount specified in the first paragraph of Article 4 herein.

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## VII. OBLIGATIONS OF THE CONTRACTING PARTIES

#### Article 8

The Contractor shall keep the report(s) and the RG developed under this of the project as confidential material and shall not publish or submit them to third persons without prior consent of the Customer gives the Customer economic and other rights of the author on all documents and items produced on the basis hereof.

## VIII. CONTRACT ADMINISTRATORS

#### Article 9

The contract administrator for the Customer shall be Mr. Viktor SZABO, and for the Contractor Mrs. Karin Leroch.

# IX. Tuesday, 12 August 2008 FINAL CLAUSES

## Article 10

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 the Slovak law.

## Article 11

- 11a) This Contract shall be made when it is signed by both Contracting Parties.
- 11b) Any amendment hereto shall only be made by an annex in writing signed by both Contracting Parties.
- 11c) This Contract is made in 4 copies, of which each Contracting Party shall receive 2.

Place: .....

Date: 16.08. 2018

Place: .....

Date: 19.08. 2008

CONTRACTOR CUSTOMER:

> Consulting Ges.m.b.H.

Ms. Marta ŽIAKOVÁ, PhD

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

820 07 Bratislava 27

Vierna, 12.8.2008

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VIr. Bojan ONIC

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