

CONTRACT FOR WORK

Client's Contract number: IIO-12-43/29.11.2018

Contractor's Contract number: 2018/049

I. Parties

Client National Center of Radiobiology and
Radiation Protection (NCRRP)³

Administrative
Id. Number 000662801

Tax Id Number Non VAT

Represented by
Registered office Ass. Prof. Jana Junova, Director
3 Sv. Georgi Sofiiski, St., building 7
1606 Sofia, Bulgaria
(hereinafter referred to as "Client")

And

Contractor **Státní ústav radiální ochrany, v. v. i. ("SÚRO")**
Organisation's registered office Bartoškova 28, 140 00, Praha 4 Nusle
Administrative Id. Number 86 65 20 52
Tax Id. Number CZ 86 65 20 52
Represented by RNDr. Zdeněk Rozlívka, Director
Bank contact data Komerční banka a.s., Na Příkopě 33, Prague 1
Account number – IBAN CZ3401000000438473960227
SWIFT/BIC KOMBCZPPXXX
(hereinafter referred to as "Contractor")

have entered into the present Contract pursuant to Section 2586 et seq. of the Act
no. 89/2012 Coll., Civil Code.

II. Scope of the Contract

1. The Contractor undertakes to lend, in accordance with the present Contract and for the time agreed upon, the necessary measurement technology, and to supply necessary instructions for measurement of the average air exchange rate in 18 measurement zones, selected according to the Client's requirements and specified at a more detailed level in Annex 1, which forms an integral part of the Contract.

III. Terms and conditions for performance of the Contract

1. The achieved results of measurement of the average air exchange rate from all the zones measured shall be processed in the form of a summary report, hereinafter referred to as "the Work", and shall be provided to the Client in the pdf format within the terms agreed in Part VI of the present Contract ;
2. The Contractor undertakes, after the takeover of the lent measuring devices, back after their exposure, to carry out, without any delay, necessary calculations and to draw up the Work in the following minimum extent for each of the measured zones:

- Identification of the measured zone, conditions and time of measurement
 - Calculated estimation of the average air exchange rate and its uncertainty
3. The Client undertakes to provide the Contractor with the following complete information about the zone measured:
- a) In the case of a flat as the zone measured:
- Before the measurement commencement: data concerning the total number of rooms, total area and zone volume
 - After the measurement completion: according to the instructions - the data concerning the time of measurement with precision of 30 minutes, air temperature in the measured zone during measurement and a simple chart from which it is possible to clearly see the location and ID of the couple of measuring devices and also deployment of individual generators and their marking.
- b) In the case of a family house containing more measured zones:
- Before measurement: total number of measured zones which include every floor of the house, as well as the basement or cellar, if it communicates through a door with the house interior.
 - After the measurement completion: For each zone - data according to the previous paragraph 3(a)
4. The Client undertakes to take over the Work carried out properly and in time, and to pay for it the price according to Article IV.

IV. Price and payment terms

1. The full price (including VAT – on the contractor’s side) due by the Client for the Work agreed upon shall amount to **EUR 2,500.-**, (in words: **two thousand and five-hundred euros**), and it shall be paid on the basis of an invoice issued by the Contractor .
2. The total price under point 1. Above, shall be paid within 10 working days as from the date of signing of the present Contract, to the bank account of the Contractor: Komerční banka, a.s., Na Příkopě 33, Prague 1, Account number – IBAN CZ340100000438473960227, SWIFT/BIC – KOMBCZPPXXX, on the basis of an invoice issued by the latter.
3. If the invoice does not contain all the prerequisites needed for the accounting of the Client to be able to make the payment, according to Bulgarian legislation, the latter is authorised to return it by the due date, provided that the Contractor is then obliged to issue a new invoice with the new maturity term of 10 days. In such a case the Client is not in delay with the payment.
5. The price of the Work shall be paid by way of a wire transfer to the Contractor’s account and shall be considered as settled at the moment of the writing off of the price of the Work from the bank account of the Client.

VI. Time and place of fulfilment

1. The place of the Work implementation shall be the Client’s country.
2. The Contractor undertakes to send the measurement devises, as well as to provide the necessary instructions for installation and measurement, until 15 January 2019. The delivery of the devises should be certified by bilateral Protocol, signed between the parties.
3. The Client undertakes to perform the installation of the devises according to the instructions and to carry out one-month exposure measurements in the contracted areas. The total time for installation, measurement and return the devises back, providing the Contractor with necessary data for the Work implementation, should be exceed 2 (two)

months. The return of the lent devices should be certified by bilateral Protocol, signed between the parties.

4. Within 14 working days as from the date of delivery of exposed devices back to the Contractor, the latter undertakes to process the measurement result and send to the Client an electronic data sheet and hardcopy of a Report.

VII. Handover and takeover of the Work

1. The place of handover of the Work shall be its provable delivery in the form agreed to the following contact person:
 - Ms Desislava Kirilova Dzhunakova,
2. The Client is not obliged to take over the Work which has defects. If the Client does not take over the Work for this reason, it shall not be in delay. The defects must be specified by the Client in the Report and the Contractor is obliged to remove these defects within 20 days. After the lapsing of the deadline for defect removal the Parties shall proceed according to the following Article VIII.

VIII. Defects of the Work

1. The Contractor undertakes to implement the Work without defects, complying with the content and form agreed.
2. The rights implying from defective performance shall belong to the Client in the extent specified by applicable provisions of the international law.
3. If a defect of the Work is to be removed, the Contractor is obliged to remove it without any delay, not later than by 30 days from the written notification of the defect by the Client.

IX. Sanction provisions

1. The Contractor, who is in delay with performance according to the Contract, shall pay to the Client a contractual penalty amounting to 0.05 % of the price of the Work for each day of delay. The contractual penalty shall be payable within 21 days from the date when the written request for its payment has been delivered to the Contractor.
2. The Client, who is in delay with payment of the invoice, is obliged to pay to the Contractor interest on delay amounting to 0.05 % of the outstanding amount of the invoice for each day of delay. The interest on delay shall be payable within 21 days from the date, when the written request for its payment has been delivered to the Client.
3. The payment of the contractual penalty shall be without prejudice to the right to liquidated damages arising from the breach of the obligation to which the contractual penalty relates.
4. The Client is authorised to withdraw from the Contract in the case of a delay of the Contractor exceeding 30 days.
5. The Contractor is authorised to withdraw from the Contract in case of the Client's delay with payment of the price of the Work exceeding 30 days.
6. The notice of withdrawal from the Contract shall have a written form.

X. Final provisions

1. The present Contract can only be changed on the basis of an agreement of the Parties, by way of a written numbered amendment hereto.
2. The present Contract has been drawn up in two counterparts. Each of the Parties shall obtain one (two) counterparts thereof.
3. An integral part of the present Contract consists of the following Annexes: Annex no. 1 – List of measured zones and their specification at least in the extent of Article III(3).

4. The Client is responsible for the measurement technology lent. In the case of its damage, loss or theft it shall pay liquidated damages in full.
5. Any possible disputes shall be resolved by way of amicable settlement, through an agreement of statutory representatives of the Parties. If no agreement is reached, the dispute shall be passed to the competent court.
6. The Contract shall enter into force on the day of its signature by the Parties.
7. All terms and conditions of this contract shall be considered as confidential information. The Parties agree with the publishing of the entire content of the Contract through the Register of Contracts, pursuant to the Act no. 340/2015 Coll., in fulfilment of the legal obligations of the Contractor under the Czech legislation, shall not be treated as a disclosure of confidential information

For the Client
In Sofia on 29.11.2018

For the Contractor
In Prague on 30.11.2018

Ass. Prof. Jana Junova
NCRRP Director

RNDr. Zdeněk Rozlívka
SÚRO Director