

CONTRACT

UA-3575 - 939770 – 356841

(N° SURO 2020/0100)

between

Gesellschaft für Anlagen- und Reaktorsicherheit (GRS) gGmbH (hereinafter referred to as "GRS"), established in Germany represented for the purpose of the signature of this contract by its authorised representative(s), located at Schwertnergasse 1, 50667 Köln, Germany

ON THE ONE PART

AND,

Státní ústav radiační ochrany, v. v. i. (hereinafter referred to as "SURO"), established in the Czech Republic represented for the purpose of the signature of this contract by its authorised representative(s), located at Bartoškova 1450/28, 140 00 Praha 4 – Nusle in Czech Republic

ON THE OTHER PART,

IN THE PROJECT JRC/PTT/2020/OP/0701

Topical Studies on nuclear power plants operating experience

Cologne, November 12, 2020

HAVE AGREED AS FOLLOWS

ARTICLE 1 SCOPE OF THE CONTRACT

A framework service contract (939770) between the European Commission – Joint Research Centre (EC JRC) on one part and GRS on the other part, called “Contract”, has been established in order to conduct topical studies on nuclear power plants operating experience.

In the framework of the “Contract” and its annexes, SURO hereby undertakes to participate in carrying out the work specified in the “Contract” and its annexes (appendix I) and the order forms to be issued by the EC JRC.

SURO recognises to have received the "Contract" and the corresponding annexes, has knowledge of their content and has understood their scope of work and limits.

ARTICLE 2 GENERAL PROVISIONS

All Articles of the “Contract” and its annexes are applicable to the present contract as far as they are applicable to the project to be carried out by SURO. However, no modification or amendment whatsoever to the "Contract" shall be applicable to the present contract, unless imposed unilaterally by the EC or expressly agreed to in writing by GRS and SURO.

ARTICLE 3 DURATION

The present contract covers the duration from 01/09/2020 to 31/08/2021. As long as one or several order forms are not finished the contract shall be renewed automatically until the end of the term of the framework service contract (939770) under the same conditions, unless written notification to the contrary is sent by one of the parties and received by the other two months before expiry of the previous period.

ARTICLE 4 REMUNERATION OF WORK AND EXPENSES

In application of the “Breakdown of Prices” provided in Appendix II and the related provisions of the “Contract”, GRS shall reimburse SURO for work and expenses up to the specified maximum amount of **156.400,00 EUR** (one hundred fifty six thousand, four hundred euros), excluding taxes when applicable as per the financial rules and regulations of the EC projects, limited by the fixed prices per task allocated to SURO by each task order.

Appendix II provides the breakdown of prices.

For each order form signed between EC JRC and GRS, GRS will provide SURO with the corresponding breakdown of prices. All work done by SURO experts shall be justified by their contribution to the deliverables scheduled by the signed order forms.

ARTICLE 5 PAYMENTS BY GRS

5.1 Payment Plan

GRS shall pay SURO's share of the amount correspondent to each topical study (Appendix II) in euros after approval of each deliverable by the EC and by instalments into SURO's bank account against the invoice issued by SURO and addressed to "European Commission – Joint Research Centre (EC-JRC), via Gesellschaft für Anlagen-und Reaktorsicherheit(GRS) gGmbH, Rechnungseingang, Schwertnergasse 1, 50667 Köln, Germany

5.2 Transfer of Payment

The above payments shall be made as soon as reasonably practicable (within 30 calendar days after transfer by the EC to GRS).

5.3 Travel costs

The travel costs corresponding to each topical study will be reimbursed in accordance with Appendix II considering the limitations as described in article II.22. - REIMBURSEMENTS of the General Conditions of the "Contract".

5.4 Additional Costs

In case of necessity of additional project management (after expiry or termination of the "Contract" and after the issuing of the final invoice and deliverables) or in case of necessity of legal advice if a question is raised, special funding arrangement will have to be found between all the participating organisations.

In any case, SURO's financial liability will be limited to 10% of the contract value and in proportion of the financial volume of this contract.

ARTICLE 6 DELIVERABLES

The Technical Project Leader (TPL) of SURO is responsible (towards GRS) for the final preparation of all deliverables listed in the signed order forms.

The terms and procedure for approval of the deliverables will be specified in quality assurance manual developed by GRS and approved by all consortium members.

ARTICLE 7 ADDENDUM TO THE CONTRACT

The provisions of this contract and the appendices thereto may be amended or supplemented only by means of an agreement signed by each party.

ARTICLE 8 RESOLUTION OF DISPUTES

The parties shall make every effort to settle amicably all disputes or difficulties arising from this contract without recourse to the courts. In case an amicable

agreement cannot be achieved, notwithstanding all efforts made, the disputes shall be finally referred to the exclusive jurisdiction of the German court according to applicable German law.

**ARTICLE 9
LANGUAGE AND COMMUNICATION**

The language of the contract and all written communication between GRS and SURO shall be English.

All communication relating to the contractual documents between GRS and SURO shall be in writing and must state the contract title and identification number and must be sent by letter with acknowledgement of receipt, regular courier or e-mail.

**ARTICLE 10
APPENDICES AND REFERENCES**

Appendices to this contract are:

- Appendix I: Framework service contract (939770) including its Annexes
- Appendix II: Breakdown of prices

Cologne		Praha	
For GRS		For SURO	
Signature		Signature	
Name(s) Veit Watermeyer	Dr. Selma Kuş	Name(s) RNDr. Zdenek Rozlivka	
Status Head of Central Services Division	Head of Project Management Division	Status Director SURO	
Date 24.11.2020		Date 27.11.2020	