

CONTRACT

ASSISTANCE

BY THE

SURO

IN THE PROJECT

“Continued alignment of the Ukrainian regulatory regime with the EU acquis”

**PROJECT INSC U3.03/21
(UKTS59)**

CONTRACT LW 2024-0005

Addressee:

National Radiation Protection Institute (SURO)

Bartošková 1450/28

140 00 Prague 4

Czech Republic

Fontenay-aux-Roses, 18/01/2024

CONTRACT

LW 2024-0005

BETWEEN:

INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE (INSTITUTE FOR RADIATION PROTECTION AND NUCLEAR SAFETY), a French public body with industrial and commercial activities regulated by articles L592-45 to L592-49 and R592-39 to R592-61 of the French Environmental Code, registered at the RCS (Companies Register of Nanterre-France) under number 440 546 018, having its registered office at 31 avenue de la Division Leclerc, 92260, Fontenay-aux-Roses, France, and represented by

Dr. Jean-Christophe NIEL, Director General,

Hereinafter referred to as "**IRSN**",

ON THE ONE PART

AND,

Státní ústav radiační ochrany, v.v.i. (National Radiation Protection Institute, SURO), with its registered office at Bartoškova 1450/28, 140 00 Prague 4, Czech Republic, represented by

Mgr. Aleš Froňka, Ph.D., Institute Director,

Hereinafter referred to as "**SURO**",

ON THE OTHER PART,

Hereinafter, jointly or individually, referred to as "Parties" or "Party"

HAVE AGREED AS FOLLOWS

ARTICLE 1

SCOPE OF CONTRACT

A contract (INSC/2022/437-348 (PC-19970)) between the European Commission (EC) on one part and IRSN on the other part, hereinafter referred to as “EC-Contract”, has been concluded on the basis of an offer previously agreed to by a Consortium, composed of BEL V, DSA, GRS, SURO/SUJB, and IRSN (“partner organisations”), and presented to the EC with IRSN as the lead contractor.

SURO hereby undertakes to participate in carrying out the work specified in the EC-Contract and its annexes (Appendix IV).

SURO acknowledges to have received the EC-Contract and the corresponding annexes, has taken note of their content and has understood the rights and duties resulting from those.

ARTICLE 2

GENERAL PROVISIONS

All provisions of the EC-Contract and its annexes are applicable to the present contract as far as they concern the part of the project to be carried out by SURO. However, no modification or amendment whatsoever to the EC-Contract shall be applicable to the present contract, unless imposed unilaterally by the EC or expressly agreed to in writing by IRSN and SURO.

ARTICLE 3

DURATION

The present contract covers the duration from 20/08/2023 to 19/03/2027.

ARTICLE 4

REMUNERATION OF WORK AND EXPENSES

In application of the “Breakdown of Prices” in Appendix II and the related provisions of the EC-Contract and its annexes, IRSN shall reimburse SURO for work and expenses, up to the specified maximum amount of

EUR 355 224

allocated to SURO.

Should the spent working time (man-days) necessary to perform the work be less than the allocated time, SURO will be paid for the actual time worked. Should the total time spent surpass the allocated time, the remuneration shall be limited to the amount foreseen for SURO in the Appendix II. The same applies for trips and accommodation expenses. Work during weekends and a public holiday, applicable in the country the work is being performed, is not allowed unless expressly confirmed by IRSN. Exceptionally, working days spent for travelling during weekends can be invoiced without prior confirmation by IRSN, provided that the travelling should be directly and necessarily required for the implementation of the work and only by the most direct route.

Experts are only allowed to work on the EC-Contract after prior approval by the EC as the contracting authority.

ARTICLE 5

PAYMENTS BY IRSN

5.1 Payment Plan

IRSN shall pay SURO with instalments in euro to the SURO's bank account .
IRSN shall make a pre-financing payment to SURO in the amount of **EUR 95 520** after signature of the present contract.

5.2 Transfer of Payment

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

5.3 Precondition of Payment

Cost statements must be prepared in accordance with the form sheets provided by IRSN at the end of each cost statement period. These form-sheets must be submitted within 15 days to IRSN first electronically for IRSN to review and approve and only after approval in PDF, signed electronically or scanned. IRSN reserves the right to ask for complementary information from SURO. In particular:

- Data on spent budgets must be provided at the request of IRSN by SURO periodically (linked to the Progress Report) and must be coherent with cost statements,
- As justification for air-travel, original invoice, passenger receipt, boarding passes and meeting minutes must be provided. If travel is made by plane only economy class fares will be reimbursed, up to the amount defined in the Appendix II.

5.4 Cost Statements

IRSN reserves the right to refuse cost statements and payment claims from SURO in case of the EC refusal due to a mistake made by SURO, or if preconditions of payments are not fulfilled, or if the correct and complete cost statements are not delivered using the project specific templates within the deadline of 15 days after the end of cost statement period. Retroactive actions after IRSN's approval are not possible.

5.5 Additional Costs

In case additional project management (after expiry or termination of the EC-Contract and after the issuing of the final invoice and deliverables) or legal advice become necessary, special funding arrangement will have to be found between all the partner organisations.

ARTICLE 6

DELIVERABLES

6.1 Administrative and technical deliverables (reports)

Responsible (towards IRSN) for the final preparation of all administrative and technical deliverables (reports) listed in Annex II of the EC-Contract (Terms of References) is the Contract Project Leader or Team Leader (CPL).

SURO technical providers are responsible to report directly to the CPL who has the right to refuse SURO technical deliverables (reports and other documentation) if they are not prepared in time, quality approved and using the project specific templates mentioned in the Inception Report. In case of non-compliance with this condition IRSN reserves the right to refuse payments to SURO.

SURO technical providers are also responsible to take the necessary actions to provide in time all inputs requested by the CPL, Task Leaders and IRSN to meet the deadlines stipulated in the EC-Contract, see extract in Appendix III.

6.2 Financial deliverables

SURO assumes responsibility for the control that each expert invoices as a maximum “one” man-day per one working day on EC funded contracts, including all EC contracts on which the expert might be working in parallel.

SURO is obliged to register and send a corresponding invoice to IRSN via Chorus Pro, a portal of deposit and monitoring of all invoices by the State in France (Appendix V).

ARTICLE 7

CODE OF CONDUCT

The rules governing the conduct of experts when carrying out their duties are set forth in Articles 8 and 9 of the General Conditions to the EC-Contract (Appendix IV) and in Appendix I of the present Contract.

ARTICLE 8

ADDENDUM TO THE CONTRACT

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

ARTICLE 9

RESOLUTION OF DISPUTES

The parties shall make every effort to settle amicably all disputes or difficulties arising from this Contract without recourse to 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 French court according to applicable French law.

ARTICLE 10

LIABILITY

All partner organisations, as listed in Article 1, assume joint and several liability according to the General Conditions of the EC-Contract (see Article 7.7 and 12 of Annex I to the EC-Contract) towards the contracting authority. Internally SURO will be liable in proportion to which it has caused the damage and to this extent will hold the other partner organisations harmless. Should it prove impossible to demonstrate which partner organisation has caused the damage and the extent of the responsibility, respectively, the damage will be borne by all consortium members in proportion to their respective share in the overall EC-Contract.

The partner organisation shall be solely liable towards third parties for the damages caused by itself or on its behalf in activities carried out under the EC-Contract.

ARTICLE 11

LANGUAGE AND COMMUNICATION

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

All communication relating to the contract between IRSN and SURO shall be in writing and must state the contract title and identification number and must be sent by post, e-mail or be handed over.

ARTICLE 12

APPENDICES AND REFERENCES

The appendices to this contract are:

- Appendix I Code of Conduct
- Appendix II Breakdown of Prices
- Appendix III Internal and Contractual reporting requirements and deadlines
- Appendix IV Contract between the EC and IRSN (in separate electronic file, available on SharePoint project site)
- Appendix V Chorus Pro Platform registration and invoicing

This project is implemented by IRSN/BU-DCI

Done in Fontenay-aux-Roses

For IRSN

For SURO

Dr. Jean-Christophe NIEL

Mr. Aleš Froňka

Director General

Institute Director

Appendix I Code of Conduct

IRSN acknowledges that its key asset is the competencies, experience and skills of experts contributing to its projects. In addition to their professionalism, experts commit to the following standards and values.

General

1. As an expert with tasks and responsibilities under IRSN's contract and project management, you have a duty of loyalty to IRSN and its clients. You must further the interest of IRSN's clients and in doing so you may not be influenced by any other interest, including the interest of your own organization, country, or government.
2. The IRSN project terms are defined by the individual contract between IRSN and its client which is binding on all experts.
3. You must make yourself available to the extent required under the contract to carry out all tasks that you have accepted in a responsible, thorough, and timely manner.

Independence / conflict of interest

4. Your work for IRSN projects should not be influenced by your past, current or prospective relationships, whether professional, personal, or financial, with any government, organization, institution, or person. Nor should it be affected by any opinion, whether positive or negative, you may have of any country, government, organization, institution, or person.
5. In the fulfilment of your duties under IRSN projects you must act independently of any authority or person external to the contract. You may not seek or accept instructions from any government or governmental agencies.
6. You should avoid any conflict of interest or appearance of conflict of interest. A conflict of interest involves a conflict between your contractual duties *vis-à-vis* IRSN and the private interests of an expert in which (s)he has private-capacity interests which could improperly influence the performance of his responsibilities under the contract. In case of doubt, or if the situation giving rise to the conflict of interest or the appearance of a conflict of interest has already been created, you should inform the responsible IRSN project manager.
7. If you are involved in a IRSN project as an expert, you should refrain from activities that could shed doubt on your independence and neutrality during the implementation of the projects. This includes, for example, your activities in the project definition phase and your interactions with the project beneficiaries.
8. The payments by IRSN shall constitute the only income or benefit you may derive in connection with IRSN projects. You must not seek or accept any gratuity, benefit, or remuneration in connection with your activities under and involvement in IRSN projects from third parties.
9. You may not use the projects and information obtained during your involvement in projects to obtain undue benefits for yourself or third parties, or for any other inappropriate purpose.

Confidentiality

10. For the duration of the contract and after completion thereof, you should maintain professional secrecy and you must not disclose to any person or entity any confidential information disclosed to you or discovered by you in connection with your involvement in IRSN projects. You should also ensure that any confidential documents or data in your possession are properly safeguarded, in accordance with applicable security requirements of the respective contract.
11. You should refrain from making public statements, including delivering presentations at conferences and publishing articles or books on any subject matter that is related to IRSN projects without the explicit approval by IRSN.

Final provisions

12. You are expected to act with the utmost integrity in the performance of your work and in all your relations with IRSN and its clients. Integrity in carrying out your work implies a duty to do your work to the best of your abilities. The duty to do your work to the best of your abilities also implies an obligation to share information with IRSN and other experts that is necessary for their duties. You should not withhold information that is relevant to the benefits of the client.
13. You should not take actions that exceed the scope of your competencies under the projects. If you are unsure of the scope of your competencies, you should check with the responsible IRSN project manager.
14. The communication with the client is the sole responsibility of IRSN.
15. You have accepted to work in a project under IRSN's responsibilities. You therefore should be able to work in a multinational and multicultural team in which you are to make every effort to maintain good working relations in an atmosphere of tolerance and mutual respect towards all experts, including those from other countries and organisations.

Within the framework of your duties in IRSN projects, you shall respect the political, cultural, and religious practices prevailing in all countries that you are active in.

Appendix II Breakdown of Prices

Task	Type of expense	Unit	Unit rate	Units	Total
Task 0	Key expert	man-day	800	16,5	13 200 €
	Non-key expert	man-day	800	13,5	10 800 €
Task 1	Non-key expert	man-day	800	91,0	72 800 €
	Trip within EU [3] ¹	round trip	600	3,0	1 800 €
	Per diem in EU [4]	night	268	9,0	2 412 €
Task 2	Non-key expert	man-day	800	102,0	81 600 €
Task 4	Non-key expert	man-day	800	64,5	51 600 €
	Trip within EU [3]	round trip	600	1,0	600 €
	Per diem in EU [4]	night	268	3,0	804 €
Task 5	Key expert	man-day	800	64,0	51 200 €
	Non-key expert	man-day	800	28,0	22 400 €
Task 6	Non-key expert	man-day	800	54,0	43 200 €
	Trip within EU [3]	round trip	600	2,0	1 200 €
	Per diem in EU [4]	night	268	6,0	1 608 €
	KE, Subtotal	man-day		80,5	
	NKE, Subtotal	man-day		353,0	
	TOTAL				355 224 €

¹ [1] and [2] – denote correspondingly trips to and per diems of Ukraine, unspecified here, since due to the war no trips/per diems planned.

[3] and [4] – denote correspondingly trips to and per diems of the EU. [3] is purely estimated **max value** based on experience and average prices of the top tier of the economy class flights within EU. [4] is taken as per France, considering the following reasons:

- table per diems indicated for France (costliest per diems within the project), to be later adjusted accordingly with regards to the country where in-person meeting takes place ;
- as per to *Per diem rates EC - 25 July 2022* .

Appendix III Internal and Contractual reporting requirements and deadlines

Deliverable	Internal deadline for electronic version	Signatures by Partners experts	Signatures by Partners experts EC
Inception Report	15 working days from inception meeting (contribution and review)	-	within 1 month after the inception meeting
Monthly reports	5 working days ending reporting period (contribution and review)	-	within 14 days after the end of every month
Progress reports	20 working days ending reporting period (contribution and review)	-	no later than 1 month after the end of each 6-month implementation period
Draft of Final report	40 working days before the end of implementation period (contribution and review)	-	no later than 1 month before the end of the implementation period
Final report	20 working days ending reporting period (contribution and review)	-	Within 1 month of receiving EC comments on the draft but not later than 60 days after the end of the contract implementation period
Cost statement (incl. proofs on expenditure)	as soon as possible after the end of the reporting period for the excel files and copy of travel invoices, upon IRSN request	Partners send electronically to IRSN	no later than 15 days after the end of each 6-month implementation period
Technical reports	20 working days ending technical activity	Within 5 working days after IRSN's submission	-
Task reports	20 working days ending last task meeting	Within 5 working days after IRSN's submission	within 45 days after finalization of the respective task

Appendix V Chorus Pro Platform registration and invoicing

Since January 1st, 2020, electronic invoicing is mandatory, regardless of the size of your company, for all invoices sent to public sector customers in France. Ordinance 2014-697 of 26 June 2014 on the development of electronic invoicing provided for the progressive dematerialization of payment requests for issuers of invoices.

A technology solution called Chorus Pro receives your invoices and forwards them to the right recipient. This Portal makes it possible to deposit and monitor all invoices for the State, the local public sector (including the hospital sector), and public institutions in France.

To log into Chorus Pro, type in the browser of your choice the following address:

<https://chorus-pro.gouv.fr> .

To send invoices using Chorus Pro, it is necessary to create an account and your structure on the website. You can use the help provided by the portal to complete that step.

<https://communaute.chorus-pro.gouv.fr/documentation/first-steps-on-chorus-pro-for-invoice-issuers/?lang=en> .

After the creation of the account, invoices can be sent to IRSN, via Chorus pro, identifying our company with the SIRET number: **440 546 018 000 27**.

The site also requires the customer order number, which is a 8 digits number that must be provided by your contact in IRSN. We don't use the service code information; this zone must be left blank.

<https://communaute.chorus-pro.gouv.fr/wp-content/uploads/2022/03/Entering-an-invoice-in-the-Chorus-Pro-service-portal.pdf>

Please send us your invoices through Chorus because the use of this portal is mandatory. Invoices sent to IRSN through mail or email are not considered anymore.