

Service contract

419/2023

Between

DIN Deutsches Institut für Normung e. V.
Am DIN-Platz
Burggrafenstraße 6
10787 Berlin, Germany
hereinafter referred to as "DIN"

and

Česká republika – Ústřední kontrolní a zkušební ústav zemědělský (UKZUZ)
IČO: 00020338
Hroznová 63/2
60300 Brno – Střed, Pisárky, Česká republika
hereinafter referred to as the "CONTRACTOR"

Introduction

The European Commission/EFTA has decided to fund SA/CEN/2021-04 "Fertilizers and liming materials". This project is dealt with by CEN/TC 260/WG 3 "Liming materials", the secretariat of which is held by DIN. DIN assures the organizational coordination work on behalf of CEN/TC 260/WG 3.

1. Object of the Service contract

The CONTRACTOR agrees that it will participate as a project leader for a cumulative amount of 123 person-days starting from the date of signature of this service contract and finishing by 2027-05-01 in the Project Team of CEN/TC 260/WG 3 which is tasked to produce the following deliverable:

Project No 2: *Determination of the phosphonates content in organic, organo-mineral, mineral fertilizers, liming materials and inhibitors*

2. Duties of the CONTRACTOR

The CONTRACTOR's duties will include:

1. with support from CEN/TC 260/WG 3, provide an overview of (world-wide) available test methods, which might be used as a basis for the method development;
2. monitor and coordinate the test method development;
3. prepare a protocol for the inter-laboratory study taking into account the preliminary work undertaken by CEN/TC 260/WG 3 as well as the technical requirements of Regulation (EU) 2019/1009 and submit the protocol to CEN/TC 260/WG 3 for approval;
4. find relevant target fertilizing products (up to a maximum of 7 products; in agreement with CEN/TC 260/WG 3) and organize necessary facilities to pre-test the method, if necessary, according to the protocol;
5. organize sample preparation, homogeneity testing of the material, proper sample splitting in sub-samples representative of the original sample and sending the sub-samples to be tested to the laboratories participating in the in-

- ter-laboratory studies for analysis of the samples according to the agreed protocol;
6. cooperate with the Statistician for undertaking method development, organizing and supervising test procedures, sample analysis and evaluation of test results, if necessary;
 7. cooperate with Statistician for the organization of a pre-ring test, if necessary, and of the inter-laboratory study by involving the participating laboratories (around 13 laboratories shall apply the new test method (validated data of at least 8 laboratories is highly recommended));
 8. participate in the selection panel of the laboratories to participate in the inter-laboratory study.
 9. cooperate with the Statistician in terms of evaluation and discussion of the results of the inter-laboratory study and final adaptation and full validation of the method as well as final validation of the test method based on the results of the validation data;
 10. prepare the drafts for the European Standard based on the test methods in cooperation with CEN/TC 260/WG 3 (the draft must be approved by CEN/TC 260/WG 3 and CEN/TC 260 whereupon the formal CEN-procedure starts);
 11. inform CEN/TC 260/WG 3 of the progress of the project and take part in discussions on progress, test results and EN drafts at its meetings where this specific project is on the agenda (estimated at three meetings per year including web meetings);
 12. discuss results of the work/drafts within CEN/TC 260/WG 3 at least at every meeting and at the end of each stage (1st working draft, finalisation of Enquiry draft and Formal Vote draft);
 13. present and discuss the results of the test method validation within CEN/TC 260/WG 3;
 14. prepare progress reports to be submitted to CEN/TC 260/WG 3 including interim and final reports, which will be submitted to the European Commission.
 15. evaluate and advise on technical comments given during meetings/by correspondence of CEN/TC 260/WG 3 and CEN/TC 260 and during the voting periods of the EN drafts (first working draft, enquiry and, if necessary, formal vote); and comments of the Harmonised Standards (HAS) consultant(s) at any stage (1st working draft, Enquiry draft and Formal Vote);
 16. invite a nominated member of WG 3 to observe any practical work carried out under this project.

The CONTRACTOR undertakes to perform its duties with reasonable care and skill applying recognized practices. The CONTRACTOR is not entitled to subcontract any rights and obligations of this Service contract without the prior written consent of DIN.

The selection procedure documented in the open call for tender, sections V, VI and VII selected the CONTRACTOR on the basis of its personal qualification and experience. All man days under this Service contract must therefore be performed by the CONTRACTOR in person. Any deviations from this must be justified in writing and authorized by the European Commission before any related funds can be disbursed.

In particular, the following target dates for each step shall be adhered to. In case of non-adherence to the target dates, the Commission/EFTA is entitled to cancel the funding.

For Project No 2:

Step 1: Approval of work programme, protocol and draft test method by CEN/TC 260/WG 3	1 January 2024
Step 2: Circulation of a working document for the standard	1 June 2024
Step 3: Circulation of 1st Working Draft (stage 20.60)	1 September 2024
Step 4: Start of validation (inter-laboratory study)	1 February 2025
Step 5: Interim report on the status of the project	1 July 2025
Step 6: Report on final results of validation	1 October 2025
Step 7: prEN Enquiry Draft (stage code 30.99)	1 January 2026
Step 8: FprEN Formal Vote Draft (stage code 45.99)	1 January 2027
Step 9: Final report	1 July 2027

The project leader shall respect the deadlines of the deliverables. If deadlines are not kept, EC is entitled to withhold payment. If documents pass through one or more stages earlier than indicated, the Secretariat of CEN/TC 260 aims to implement subsequent target dates earlier as well. This will involve consultation with the project leader, the project leader is obliged to start the work accordingly earlier. The minimum intervals between target dates will be respected. After activation of the respective deliverable, the target dates specified in the CEN/CENELEC Internal Regulations must also be respected by the project leader (see <https://boss.cen.eu/developingdeliverables/pages/en/pages/>).

The CONTRACTOR has to record the expenses for material and human resources (including exact date and hours). These records have to be kept for 10 years for possible inspection by DIN or a charged legal institution. Upon request, DIN or a charged legal institution shall have unhindered access to the accounts and documents which may be required for auditing purposes.

3. Obligations of DIN

DIN will send the CONTRACTOR on its request the final report of the project the CONTRACTOR participated in.

4. Invoicing and Payment

In consideration of the work carried out according to this Service contract, the CONTRACTOR shall invoice to DIN a maximum daily rate of 750 € per person-day up to a maximum of 123 person-days, 12000 € travel costs and 1500 € others (sample packing and shipment) totalling a maximum sum of 105750 €. Invoicing shall be done as follows:

Step A: upon signature of this service contract: 15 % of above sum;

Step B: provision of interim report provided acceptance by the Commission of the interim report: up to 25 % of above sum;

Step C: provision of final report provided acceptance by the Commission of the final report: the remaining balance of above sum.

The information is subject to changes in the Grant Agreement.

The invoice shall state the following VAT numbers:

DIN: UST-ID-Nr: DE 136 622 143

DIN: UST-Nr: 27/640/50470

CONTRACTOR VAT identification number: CZ00020338

The aforesaid sum shall be understood to cover all expenditure incurred by the CONTRACTOR in the performance of this contract.

The payments are due only if the CONTRACTOR has fulfilled the tasks within the given time schedule, DIN has approved the results and the CONTRACTOR has sent a detailed invoice (material, cost for staff, travel etc.) that fulfils the requirements described below. All items shall be based on real costs as actually incurred. Estimated costs shall not be invoiced.

DIN has the right to demand invoices and documentation of work done before paying.

Payments will be made to the CONTRACTOR with the following Bank details:

Česká národní banka
Na Příkopě 28,
11503 Praha 1
Czech Republic

€ (EUR) Account No 35-87425641/0710

IBAN (International Bank Account Number): CZ4307100000190087425641

BIC or SWIFT CODE (Business Identifier Code): CNBACZPP

Each invoice shall comply with the requirements listed in the annexed document from EC, and be accompanied by a declaration of the real costs incurred, clearly stating the number of days worked and the period within which the days were worked.

The declaration:

- must be signed;
- must specify that 'working days' means 'full working days'
- must specify the period within which the tasks were performed.

The signed declaration shall be in the following format:

"I the undersigned declare that I worked the following number of days (full working days) within the framework of my Service contract with DIN [reference of this Service contract]:

- in the reporting period [fromto] [number] days."

The total amount that the CONTRACTOR will in fact receive depends on whether the defined tasks of the CONTRACTOR have been completed (the number of days actually spent by the CONTRACTOR in the context of this service contract, or the extent of tasks fulfilled if the number of man days was not specified).

Payment by DIN does not constitute acceptance of performance and is subject to the complete and due performance of the contract.

5. Provisions relating to fiscal charges

The CONTRACTOR will remain responsible for all taxes imposed on it and other related obligations that arise as a result of this Service contract.

6. Responsibility and Liability

DIN shall in no case, and under no circumstances, be held responsible for claims arising out of the present Service contract and relating to damages caused by the CONTRACTOR, its employees or a third party. No request of indemnity or reinstatement relating to such claims may be addressed to DIN.

The CONTRACTOR shall, in respect of the staff designated for the performance of this Service contract, observe all regulations of labour law, in particular the regulations of social security and fiscal law.

7. Confidentiality

The CONTRACTOR undertakes to maintain confidentiality as regards all actions necessary to fulfil the contracted duties. Both parties commit themselves to mutual loyalty.

8. Copyright

The CONTRACTOR undertakes to assign to DIN (or as DIN may direct) its patrimonial rights of exploitation and all and any intellectual property rights in the works developed by it under the scope of this Service contract.

Such assigned rights include reproduction rights including the publication, distribution, adjustment, translation, renting, loan, the remuneration rights for duplication and loan, as well as the rights of communication to the public of the works, in total or in part, in summary or with comments, and including the right to transfer all exploitation licences and to authorise all sub-licences.

The transfer of rights covers all languages and covers all forms of exploitation known at present and non-restrictively; publication by all means and via all graphical support systems, by print, press, photocopy, microfilms and via all magnetic, computerised and numerical support systems, memory cards, CD-ROMs, films, photographs, slides, teledistribution, cable, satellite, disks and online document servers.

For all and each of the assigned exploitation modes, the transfer is granted free of charge, for all countries and for the total duration of the intellectual property rights.

9. Termination

Regardless of other claims, in the case of serious disrespect of the terms of the Service contract by the CONTRACTOR (inter alia where the work is not provided in accordance with the terms of this Service contract, or not completed within the time limits according to this Service contract), DIN may cancel the contract at any time without notice.

Should the performance of the project as a whole be obstructed or jeopardized by circumstances beyond the control of the parties, DIN may cancel the Service contract giving six weeks' notice.

10. Withdrawal

DIN is entitled to withdraw from this Service contract if the European Commission/EFTA does not pay the funds to DIN or retroactively reclaims funds already paid to DIN under the Specific Grant Agreement, as any such payment is dependent on EC's acceptance of the interim and final reports defined in the Specific Grant Agreement.

11. Administrative provisions

With the exception of invoices, all correspondence with DIN concerning the performance of this Service contract shall be addressed as follows:



All invoices to DIN shall be addressed as follows:

DIN Deutsches Institut für Normung e. V.
Buchhaltung
Am DIN-Platz
Burggrafenstraße 6
10787 Berlin
Germany

All correspondence with the CONTRACTOR shall be addressed as follows:



Central institute for supervising and testing in agriculture
Hroznová 63/2,
60300 Brno, Czech Republic:



12. Assignment

The CONTRACTOR shall not assign, transfer, subcontract or in any other manner make over to any third party the benefit and/or burden of this Service contract without the prior written consent of DIN.

13. Alterations to the Service contract

Subsidiary agreements and modifications to this Service contract are only legally binding when in written form and signed by both parties. This applies also to any agreement by which such written form requirement is to be contracted out.

14. Validity

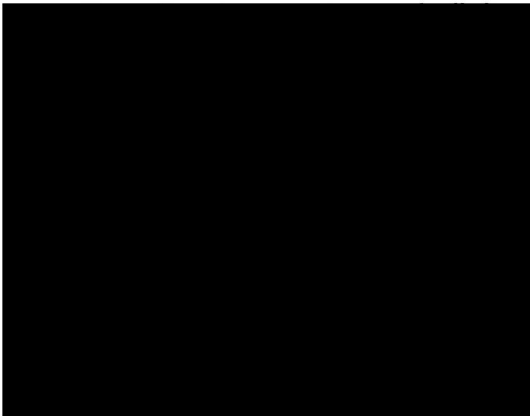
If any of the provisions of this Service contract shall become or be held invalid or unenforceable, this shall not affect any part of the remaining contract.

15. Place of jurisdiction

Place of jurisdiction for all disputes arising out of or in connection with this Service contract shall be Berlin.

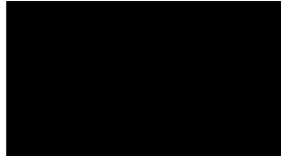
16. Applicable Law

governed by and interpreted in accordance with



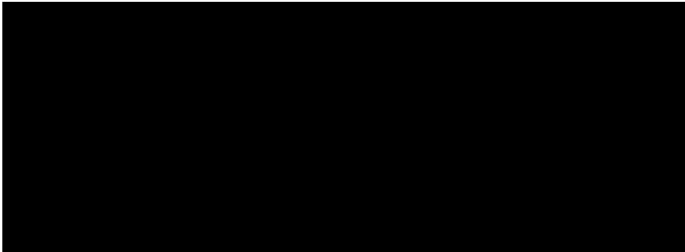
e. V.

For the CONTRACTOR



Chairman of the Executive Board
(Stamp)

Ing. Daniel Jurečka
Director
(Stamp)



(Date)

Head of G Food, Packaging, Plastics

2024-07-09

Annex 1

EC Mandatory Content of an Invoice

Supplier information

Compulsory information for an invoice for all or majority of member states	Compulsory information for an invoice for certain member states only
Full name of the supplier	
Full address of the supplier	
The VAT identification number of the supplier in accordance with ISO Standard under which he supplied the goods and services (for all member states except Bulgaria)	For Bulgaria, Cyprus, Germany, Greece, Romania, Slovakia: Tax reference number of the supplier , in other cases, where your country refrains from allocating a VAT identification number in accordance with ISO Standard for certain cases
	For Belgium, Cyprus, Denmark, Estonia, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Netherlands, Poland Portugal, Romania, Slovenia: <ul style="list-style-type: none"> • Full name of tax representative (if any) of the supplier where the person liable to pay VAT is the tax representative, • Full address of the tax representative (if any) of the supplier where the person liable to pay VAT is the tax representative, • VAT identification number of the fiscal representative in accordance with ISO Standard (if any) of the supplier where the person liable to pay the VAT is the tax representative.

Customer information

Compulsory information for an invoice for all or majority of member states	Compulsory information for an invoice for certain member states only
Full name of the customer	
Full address of the customer	
The VAT identification number of the customer in accordance with ISO Standard where the customer is liable to pay the VAT or in case of intra-Community supplies (except for Bulgaria)	For Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Germany, Greece, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovak Republic, Spain: The VAT identification number of the customer in other cases than general rule.
	For Belgium, Cyprus, Estonia, Greece, Hungary, Italy, Latvia, Lithuania, Netherlands, Poland, Portugal, Romania, Slovenia: <ul style="list-style-type: none"> • Full name of the tax representative (if any) of the customer where the person liable to pay VAT is the tax representative • Full address of the tax representative (if any) of the customer where the person liable to pay VAT is the tax representative • VAT identification number of the fiscal representative (if any) the customer where the person liable to pay the VAT is the tax representative

 **Content information**

Compulsory information for an invoice for all or majority of member states	Compulsory information for an invoice for certain member states only
<ul style="list-style-type: none"> • Sequential number based on one or more series, which uniquely identifies the invoice • Date of issue of the invoice • Date on which the supply of goods or services was made or completed or the date on which the payment on account was made before any supply, insofar as that a date can be determined and differs from the date of issue of the invoice (except for Bulgaria) • Description/nature of the goods or services • Quantity of the goods supplied or the extent and nature of the services rendered • Price per unit (excluding VAT) (except for Germany) • Any discounts or rebates, not included in the unit price (except for Austria) • Taxable amount per VAT rate or exemption • VAT rate(s) applied • Total VAT amount 	<p>Where an exemption is involved or where the customer is liable to pay the tax further information should be given accordingly :</p> <ul style="list-style-type: none"> • Reference to the appropriate provision of the Sixth directive for: <p>Austria, Belgium, Cyprus, Denmark, Estonia, Finland, France Germany, Ireland Lithuania Luxembourg, Netherlands, Poland, Portugal, Sweden, Spain, UK</p> <p>OR</p> <ul style="list-style-type: none"> • Reference to the corresponding national provision for: <p>Czech Republic, Greece, Hungary, Italy, Latvia, Malta, Slovak Republic, Slovenia, Austria, Belgium, Cyprus, Denmark, Estonia, Finland, France Germany, Ireland Lithuania Luxembourg, Netherlands, Poland, Portugal, Sweden, Spain, UK</p> <p>OR</p> <ul style="list-style-type: none"> • Any indication that the supply is exempt or subject to the reverse charge procedure for: <p>Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Finland, France Germany, Greece, Hungary, Ireland, Luxembourg, Malta, Portugal, Romania, Netherlands, Poland, Sweden, Spain, UK</p>
	<p>For Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France Greece, Hungary, Ireland, Italy, Malta, Netherlands, Latvia, Lithuania, Luxembourg, Poland, Portugal, Romania, Slovak Republic, Slovenia, Sweden, Spain, UK:</p> <p>Obligation to mention the amounts on the invoice in the local currency</p>
	<p>For Bulgaria, Greece, Hungary, Lithuania, Poland, Romania, UK:</p> <p>Obligation to issue the invoice in one of the official languages</p>

WARNING: the issuer of the invoice should follow the VAT legislation in force at the time the invoice is issued

