

- Client's registration number SO2016-100

## THE CONTRACT FOR CONSULTING SERVICES

### “Utilization of the experience of the Swiss Grimsel underground laboratory for experiments in PVP Bukov”

THIS CONTRACT (“Contract”) is entered into this day of 23 September 2016 by and between

**Czech Republic – Radioactive Waste Repository Authority (SÚRAO)** (“the Client”) having its principal place of business at Dlážděná 6, 110 00 Prague 1, Czech Republic, IČO: 66000769, Account No: 35-64726011/0710 and

**National Cooperative for the Disposal of Radioactive Waste (Nagra)** (“the Consultant”) having its principal place of business at Hardstrasse 73 5430 Wetingen, Switzerland, Identification No: CHE-105.877.519, Account No (IBAN): CH26 0076 1016 0601 3505 1.

WHEREAS:

- the Client wishes to utilize the unique experience of the Consultant as the operator of the Swiss Grimsel underground laboratory (GTS) for experimental programme to be performed in the Czech underground research facility in Bukov (PVP Bukov), and
- the Consultant is willing to perform these services,
- the intention to conclude this Contract was published as prior information notice in the Official Journal of the EU TED under No 2015/S 192-347792 in 3.10.2015,
- the negotiated procedure for below-the-threshold public contract without publication has been used in compliance with § 23 article 4 point a) Czech Act No 137/2006 Coll. On Public Contracts (hereinafter referred to PA), due to the protection of exclusive rights of the particular economic operator.

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
  - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the personnel listed in Annex B, “List of Personnel and Rates” to perform the Services.
- 2. Term**

The Consultant shall perform the Services during the period commencing from the date of the signature of the Contract and ending on 31 December 2017. The period can be extended by mutual agreement through a simple extension agreement (see also Art. 13).
- 3. Payment**
  - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of 140,000 CHF

(one hundred and forty thousand CHF). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay for the actual performed Services, whereas the amount of the hours will be approved in advance by the Client's coordinator, to the Consultant with the rate(s) per man/hours, in accordance with the rates agreed and specified in Annex B, "List of Personnel and Rates." The approved actual performed Services will serve as well as the Protocol of the takeover of the Services.

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) Normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) Such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions

Payment shall be made in CHF not later than 30 days after the end of each calendar quarter following submission of invoices in duplicate to the Coordinator designated in paragraph 4. The invoice will have an annex of the actual performed Services stated in paragraph 3 B above.

**4. Project Administration**

The Client designates RNDr. Lukáš Vondrovic, PhD, as the Client's Coordinator; the Coordinator shall be responsible for the concretization of the Services according to Annex A of the Contract, for approving payments and for takeover of the Services.

The Consultant designates Dr. Ingo Blechschmidt, as the Consultant's Coordinator; the Coordinator shall be responsible for the coordination of services rendered under the Contract, and for preparing documents for invoices.

- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphics, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 9. Liability** The Consultant shall not be liable for any consequential damages, direct or indirect.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the law(s) in effect in the Czech Republic under the jurisdiction of the Czech Authority, and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of or in connection with this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication in accordance with the laws of the Client's country.
- 13. Termination**
- 13.1 By the Client** The Client may terminate this Contract:
- (a) if the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days,
  - (b) if the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing,
  - (c) if the Consultant becomes insolvent or bankrupt;
  - (d) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days, or
  - (e) if the Client, in its sole discretion, decides to terminate this Contract.
- 13.2 By the Consultant**
- The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 13.2:
- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7

within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or

- (b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**13.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 13.1 or 13.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 3 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 13.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

**14. Extension**

The term of the contract can be extended by mutual agreement through a simple extension agreement in the form of an Addendum to this contract

**15. Other arrangements**

The term of the contract can be extended by mutual agreement through a simple extension agreement in the form of an Addendum to this contract. The Consultant agrees that the Client will publish the Contract according to the Czech legislation.

**FOR THE CLIENT**

**FOR THE CONSULTANT**

**RNDr. Jiří Slovák**  
**Director**

**Dr. Thomas Ernst**  
**CEO**

**Dr. Stratis Vomvoris**  
**Division Head**  
**International Services and**  
**Projects**

**Signature**

**Signature**

**Signature**

## **LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: List of Personnel and Rates

## **Annex A**

### **Terms of Reference and Scope of Services**

#### **The purpose of the Contract**

To utilize practical and long-term experience of the Swiss Grimsel underground laboratory, in which there are carried out similar experiments to those, that are supposed to be performed in the Czech research underground facility PVP Bukov.

Research and survey works belong to the preparatory works necessary to obtain SÚRAO generic data for the safety assessment of candidate sites for a deep geological repository. Consultation work will also contribute to increasing the level of projects studying the problems of rock mass behavior. Practical experience of running experiments then help eliminate possible errors, which can SÚRAO in the initial stages of an experimental program to commit.

#### **Scope of services**

The scope of Services includes utilization and transferring of the experience of the Swiss Grimsel operator of the underground laboratory (GTS) to the project of the Czech underground research facility Bukov (PVP Bukov) in the following areas:

- i. The design and implementation of the experimental program;
- ii. Creation of the efficient infrastructure;
- iii. Securing the smooth and efficient operation of PVP Bukov;
- iv. Eliminating interferences of the individual experiments;
- v. Implementation of the results of experimental work into the appropriate safety cases and analysis when evaluating potential sites of the deep geological disposal;
- vi. Review of selected technical reports.

#### **Specification of services**

Consultant will provide services to the Client based on the individual requirements of the Client's Coordinator sent by letter or e-mail. The Consultant is required the takeover of the Client's requirement immediately confirm in the same way as his request has been delivered.

Responsible person of the Client who will in the course of the Contract specify the consulting services, is the Client's Coordinator referred to in Article 4 of the Contract.

**ANNEX B**

**List of Personnel and Rates**

	Name	Rate (daily in currency) CHF
	Dr. Stratis Vomvoris	1'440.00 CHF/ day
	Dr. Ingo Blechschmidt	1'440.00 CHF/ day
	Dr. Bernd Frieg	1'440.00 CHF/ day
	Dr. Thomas Spillmann	1'440.00 CHF/ day
	Mr. Hansruedi Fisch	1'440.00 CHF/ day
	Dr. Irina Gaus	1'440.00 CHF/ day
	Dr. Andrew Martin	1'200.00 CHF/ day
	Dr. Florian Kober	1'200.00 CHF/ day
	Dr. Toshihiro Sakaki	1'200.00 CHF/ day
	Dr. Niels Giroud	1'200.00 CHF/ day

Note: This list can be amended if needed by mutual agreement.