

16-200-2014



Grant Agreement SA/CEN/GROW/EFTA/515/2016-02

Contract

for 22 project team leaders, up to 88 project team members and 1 technical reviewer,
in response to Mandate M/515 phase 2 tasks for the development
of the 2nd generation of EN Eurocodes

Friday, June 30, 2017

NEN

Vlinderweg 6

2623 AX Delft

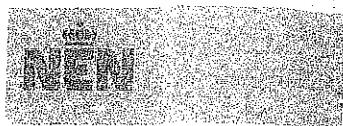
NL, P.O. Box 5059, 2600 GB Delft

+31 (0)15 2690 144

M515Eurocodesphase2@nen.nl

Page 1/1

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The Contract

Contract related to CEN/TC 250 Mandate M/515 Phase 2

between

Stichting Nederlands Normalisatie-instituut Vlinderweg 6, 2623 AX Delft, The Netherlands

"NEN"

and

Slovak Hydrometeorological Institute (SHMU), Jeséniova 17, P.O. Box 15 833 15, Bratislava 37, The Slovak Republic.

"Contractor"

Contractor provides to NEN for this Agreement the services of:

Katarína Mikulová

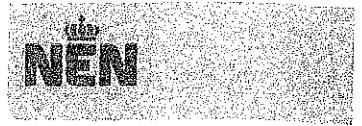
"Consultant"

Considering

NEN and the Contractor wish to run the work by an Engagement Contract exclusively as referred to in Article 7:402 of the Dutch Civil Code, where NEN is free to provide instructions in relation to the assignment, while Contractor nevertheless performs the Contract independently and is in that sense free to determine the order in which it is executed.

It is explicitly not the intention of NEN and Contractor to enter into an Employment Agreement according to Article 7:610 of the Dutch Civil Code. In those situations where the work is provided by home workers or similar, as defined in Articles 2b and 2c of the Dutch Income Tax Act of 1965 and Articles 1 and 5 of Decision December 24th 1986, Stb. 1986, 655, NEN and Contractor decide not to apply - and engage in a fictitious employment.

NEN and Contractor therefore have concluded this agreement to record the work, relationship and terms and conditions in signed writing before payment takes place.



1. Agreed terms

SD	Start Date of the Project: January 1 st 2017
EC	European Commission
EFTA	European Free Trade Association
CEN	European Committee for Standardization
TC	Technical (standardization) Committee

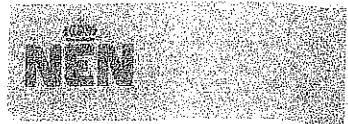
2. General

- 2.1 Following the Contractor's reply to the Call for Tender-Grant Agreement SA/CEN/GROW/EFTA/515/2016-02, NEN hereby assigns the role as CEN/TC 250 SC1.T8 project team member to the Consultant, starting on the Start Date plus 7 months.
- 2.2 The following documents form part of this Contract:
 1. Volume 2, Annex B: General terms and conditions for the provision of technical services to NEN
 2. Volume 2, Annex C: Assignment of exploitation rights
 3. Volume 3: Technical Specifications
 4. Responses to Tender queries
 5. Contractor's Tender submission
- 2.3 NEN and the Contractor agree to an Engagement Contract as referred to in Article 7:400 of the Dutch Civil Code.
- 2.4 The Contractor is free to work for third parties in addition to this Contract.

3. Budget and declarations

- 3.1 This Contract is time based with a budget ceiling. Payments will be handled after acceptance of the work by the Technical reference authority after specific milestones defined in the table in 3.6.
- 3.2 The budget is restricted to the time spend on the work by the Consultant.
- 3.3 Invoices should follow the provisions in B.11 and be sent to NEN, by email to M515Eurocodesphase2@nen.nl, with reference to the CEN/TC 250 SC1.T8 and Purchase Order number 16481 for the year 2017 (Milestone 0). NEN will provide you with a new Purchase Order number per year (per Milestone).
- 3.4 The maximum budgets excluding VAT for this Contract are:
- 3.5 The agreed rate per 8 hour day during the Contract period is: . All expenses (including travel and lodging costs) incurred in the context of this project are included in this rate.

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3.6 The milestones for invoicing are:

Milestone	Date ^a	Maximum amount to invoice	Note ^b
0	Start Date (SD) months	25% (prefinancing)	25 % upfront
1	SD + 12 months	+17,5% minus amount previously invoiced	Invoice from SD to SD + 16 months based on all actuals up to that point. Includes both labour and travel expenses
2	SD + 24 months	+32,5% minus amounts previously invoiced	Invoice based on all actuals from previous milestone to current. Includes both labour and travel expenses
3	SD + 36 months	+25% minus amounts previously invoiced (balance)	See milestone 2

^a NEN's milestones for interim reporting to EC/EFTA are SD + 20 months and SD + 32 months. NEN's deadline for a final report to EC/EFTA (including full audits) is SD + 44 months.

^b Payments of invoices follows upon approval by the Technical reference authority. The delay between the receipt of the deliverables from the experts and NEN being in a position to issue the payment may be in the order of several months.

4. Provisions

- 4.1 On behalf of NEN, ir. Mark L. Lurvink, is the M/515 Phase 2 project leader.
- 4.2 The NEN/NEC travel policy for subcontractors is applicable.
- 4.3 The Contractor agrees with the assignment of exploitation rights as given in Annex C.
- 4.4 The terms and conditions of this Contract are subject to Dutch law.

Signatures

For NEN,

For the Contractor

M.P.C. Huige, LL.M

Done at Delft, on Friday, 30 June 2017. Done at, on

In duplicate in English

Annex C Assignment of exploitation rights

C1. In the framework of the Berne Convention for the protection of literary and artistic works:

- a) By signing this Assignment of Exploitation Rights, the Contractor and the Consultant assign solely, exclusively and irrevocably to Comité Européen de Normalisation (CEN) for the benefit of its national members the exploitation rights in such of their intellectual contributions as are reproduced in the publications resulting from the technical work of CEN, as defined in paragraph 1.2 of CEN Internal Regulations Part 2. This assignment is granted free of charge, and covers the forms of exploitation specified below, throughout the world, for the total duration provided for by law. They accept that exploitation will take place without mention of their name.
- b) The Contractor and the Consultant experts accept that this assignment does not preclude them from continuing to exploit their own copyrightable contribution for their own purposes provided that such exploitation does not adversely affect the exploitation of the publications specified in (a) above.

C2. Should the Contractor or the Consultant offer intellectual contributions for which they do not personally hold the copyright, they undertake to declare this to CEN or an appropriate official of one of its member bodies and to name the holder of the copyright if known to them.

C3. These Terms and Conditions are subject to Dutch law.

FORMS of EXPLOITATION The assigned exploitation rights cover the right to reproduce, to adapt, distribute, sub-distribute, adjust, translate, rent, lend, derive revenue from duplication and loan, communicate to the public in total or in part, in summary or with comments, transfer all exploitation licences and authorize all sub-distribution. The exploitation rights cover all languages and covers all forms of exploitation known at present, in particular and non-restrictively: publication by all means and all graphical support systems, by print, press, photocopy, microfilms, and via all magnetic, computerised and numerical support systems, memory cards, CD-Roms (CD digital compact discs), films, photographs, slides, teledistribution, cable, satellite, diskettes and on-line document servers and networks

For acceptance

Grantová dohoda SA/CEN/GROW/EFTA/515/2016-02

Zmluva

Pre 22 lídrov projektových tímov, 88 projektových členov tímu a 1 technického recenzenta v reakcii na mandát M / 515 úlohy 2 fázy vývoja 2. generácie EN Eurokódov

Piatok, 20.jún 2017

NEN

Vlinderweg6

2623 AX Delft

NL, P.O.Box 5059, 2600GB Delft

+31 (0)15 2690144

M515Eurocodesphase2@nen.nl

Zmluva

Zmluva týkajúca sa mandátu CEN / TC 250 M / 515, fázy 2

Medzi

Stichting Nederland Normalisatie-instituut Vlinderweg 6, 2623 AX Delft, Holandsko „NEN“

a

Slovenský hydrometeorologický ústav (SHMU), Jeséniova 14, P.O.Box 15, 833 15 Bratislava 37,
Slovenská republika

„dodávateľ“

Dodávateľ poskytne „NEN“ v rámci tejto dohody služby

Kataríny Mikulovej

„konzultant“

Pretože

NEN a dodávateľ si budú vykonávať prácu prostredníctvom zmluvy o zákazke výlučne podľa článku 7: 402 holandského občianskeho zákonníka, kde NEN môže slobodne poskytovať pokyny týkajúce sa zadania, zatiaľ čo zmluvné strany nikdy nevykonávajú zmluvu samostatne a je v tomto zmysle slobodne určiť poradie, v ktorom je vykonané.

Je výslovne neprípustné, aby NEN a dodávateľ uzavreli pracovnú zmluvu podľa článku 7: 610 holandského občianskeho zákonníka. V takých situáciách, kde prácu poskytujú domáci alebo podobní zamestnanci, ako sú definované v článkoch 2b a 2c holanského zákona o dani z príjmov z roku 1965 a v článkoch 1 a 5 rozhodnutia z 24. decembra. 1986, Stb. 1986, 655, NEN a Dodávateľ sa rozhodnú neuplatňovať.

Spoločnosť NEN a Dodávateľ preto uzavreli túto dohodu o zaznamenaní práce, vzťahu a podmienok v podpísanom zmluve pred uskutočnením platby.

1. Dohodnuté termíny

SD dátum začiatku projektu: 1. január 2017

EC Európska komisia

EFTA Európske združenie voľného obchodu

CEN Európsky výbor pre štandardizáciu

TC Technická (štandardizačné) komisia

2. Všeobecné

2.1 Po odpovedi „dodávateľa“ na výzvu Call for Tender- grantová výzva

SA/CEN/GROW/EFTA/515/2016-02, NEN týmto určuje „Konzultanta“ za člena tímu v skupine CEN/TC 250 SC1.T8, so začiatkom SD plus 7 mesiacov

2.2 Nasledujúce dokumenty sú súčasťou tejto zmluvy:

1. Volume 2, Annex B: Všeobecné podmienky poskytovania služieb spoločnosti NEN
2. Volume 2, Annex C: Stanovenie užívateľských práv
3. Volume 3: technické špecifikácie
4. Odpovede na otázky v dotazníku
5. Predložená ponuka „Dodávateľa“

2.3 NEN a „Dodávateľ“ súhlasia so zmluvou o zákazke podľa článku 7: 400 holanského občianskeho zákonníka the maximum budget excluding

2.4 Dodávateľ môže okrem tohto projektu slobodne pracovať aj pre tretie strany

3. Rozpočet a vyhlásenia

3.1 Táto zmluva je časovo založená na rozpočtovom strope. Platby bidú uvoľnené po akceptácii prác Technickou referenčnou autoritou po konkrétnych termínoch definovaných v tabuľke 3.6

3.2 Rozpočet je vyhradený pre prácu „Konzultanata“

3.3 Faktúry by mali byť v súlade s ustanoveniami v bode B.11 a mali by byť zaslané NEN e-mailom na adresu M515Eurocodesphase2@nen.nl, s referenciou CEN/TC 250 SC1.T8 s číslom obednávky 16481 pre rok 2017 (termín 0). NEN poskytne nové číslo objednávky na ďalší rok (termín)

3.4 Maximálny rozpočet pre túto zmluvu je 14 300€ bez DPH.

3.5 Dohodnutá sadzba za 8 hodinový deň počas trvania zmluvy je 630 €. V tejto sume sú zahrnuté všetky vzniknuté výdavky súvisiace s týmto projektom (cestovné a ubytovacie náklady)

3.6 Termíny pre fakturáciu

termín	dátum ^A	maximálna suma pre fakturáciu	poznámka ^B
0	SD	25% (predfinancovanie)	25% preddavok
1	SD+12 mesiacov	+17,5% mínus suma predošlých faktúr	Faktúra od SD do SD + 16 mesiacov na základe všetkých skutočností až do tohto času. Zahŕňa pracovné a cestovné náklady
a2	SD+24mesiacov	+32,5% mínus suma predošlých faktúr	Faktúra od predošlého termínu do tohto termínu na základe všetkých skutočností až do tohto času. Zahŕňa pracovné a cestovné náklady
3	SD+36 mesiacov	+25% mínus suma predošlých faktúr (zostatok)	

^A Termíny NEN pre čiatočné správy pre EC/EFTA sú SD+20 mesiacov a SD+32 mesiacov.

Termín NEN pre odovzdanie záverečnej správy je SD+44 mesiacov

^B Platba faktúry nasladuje po schválení Technickou referenčnou autoritou. Oneskorenie medzi prijatím výsledkov od expertov a platbou NEN môže byť niekoľko mesiacov

4. Ustanovenia

4.1 V mene NEN je ir. Mark L. Lurvink projekt líder M/515 Phase 2

4.2 Subdodávatelia sa riadia NEN/NEC cestovnou politikou

4.3 Dodávateľ akceptuje Stanovenie užívateľských práv v priloženom Annex C

4.4 Zmluvné podmienky tejto zmluvy podliehajú holandskému právu.