

# CONTRACT FOR WORK

Concluded pursuant to § 536-565 of the Commercial Code No. 513/1991 Coll. as amended

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**Registration no. of Client: ZM-66-12-2-00209-03300**  
**Contract Number of Consultant:**

## **Article 1.** **The Parties**

### **1.1 Client:**

**Jadrová vyrad'ovacia spoločnosť, a.s.**  
**Tomášikova 22**  
**821 02 Bratislava**

Registered in: Commercial register of District Court Bratislava I  
Section: Sa, Insert no. 4649/B

Represented by: Ing. Anton Masár, Member of the Board of Directors and Economy  
and Trade and Division Director  
and  
Ing. Miroslav Obert, Vice Chairman of the Board of Directors and  
Head of V1 Decommissioning and PMU Division  
and  
Ing. Peter Čižnár, Chairman of the Board of Directors and General  
Director

Persons authorized to negotiate in matters

- a) technical: Ing. Jaroslav Mlčúch,  
Head of the Decommissioning Project Implementation Section
- b) commercial and contractual: Bc . Andrea Česneková,  
Head of BIDSF Management and Procurement Section

*hereinafter referred to as „ Client “*

### **1.2 Consultant:**

**PS PEP, s.r.o.**  
**Dr. Ing. Vladimír Benko, PhD.**  
**Jánošíkova 61**  
**921 01 Piešťany**

Registered in: Commercial register of District Court Trnava  
Section. Sro, Insert no. 13782/T

Represented by: Dr. Ing. Vladimír Benko, PhD., agent

*hereinafter referred to as „Consultant“*

## **Article 2 Subject of Performance**

- 2.1** The Consultant undertakes to duly perform the Work: „**The assessment of the technical proposal of the lowest evaluated tender to BIDSF project D3.1 Dismantling and demolition of V1 NPP external buildings – Phase 1**“, of which scope is given in para 2.2 and the Client undertakes to take over the duly performed Work and pay to the Consultant for the performance of Work the agreed price in accordance with article 4 of this Contract.
- 2.2 Scope of the performance subject:**  
The Assessment of the capacity a possibility of due implementation of Work according to the technical proposal of the lowest evaluated tender to BIDSF project D3.1 **Dismantling and demolition of V1 NPP external buildings – Phase 1**“ and according to the provided explanations of the Tenderer within the evaluation process regarding the compliance with all safety and technical requirements resulting from legislative requirements of the Slovak Republic (in particular, vibration and dustiness), from all applicable technical standards, Client´s requirements, as well as of all the administrative acts (e.g. decisions, opinions, statements ) of the relevant administrative authorities.
- 2.3 Manner of performance:**  
The Consultant shall hand over the expert´s opinion in four counterparts in written, indelible form, in English and one copy in electronic form (in Word, Excel).

## **Article 3 Time and Place of Performance**

- 3.1.** The Consultant is obligated to perform the Work within the scope set forth in article. 2 **within ten (10) working days after this contract enter into force and effect.**
- 3.2.** The place of performance is the operation of the Client: Jadrová a vyrad'ovacia spoločnosť, a.s., Building PMU, 919 31 Jaslovské Bohunice.

## **Article 4 Price of Work**

- 4.1.** The price for Work is, within the article 2 hereof, in accordance with the Act no. 18/1996 Coll. on Prices and regulation no. 87/1996 Coll. as amended, agreed as a fixed price for the total amount of:

**16.780,-EURO**

€ Sixteen thousand seven hundred and eighty

- 4.2.** The price includes all costs of the Consultant necessary for due delivery of performance including such, that are not explicitly stated in the contract, but are necessary for the proper delivery of performance and purpose specified in the contract.
- 4.3.** The price includes also the remuneration for exercise of intellectual property which is subject to fulfilment.
- 4.4.** The Consultant is not subject to VAT.

## **Article 5 Payment Terms**

- 5.1. All payments will be made in cashless manner based on the invoice issued by the Consultant to the Client.
- 5.2. The Consultant is entitled to issue invoice after the due performance of Works in accordance with article 2. And article 3 hereof. The basis for invoicing shall be "Hand over and Taking over Protocol" signed by authorized representatives of the Parties, which will be attached to the invoice. The invoice shall contain the number of the Client's contract and all other properties of invoice in accordance with the special legal enactment efficient at the time of invoice issuance.
- 5.3. The Consultant is obligated to deliver to the Client issued invoice in due form (in 2 originals) to the address for delivery of invoices: *Jadrová a vyraďovacia spoločnosť, a.s., odbor financovania, Tomášikova 22, 821 02 Bratislava*, at latest within 5 days after the invoice issuance.
- 5.4. The Client shall pay the price just based on invoice duly issued by the Consultant and duly delivered to the Client. In case that, in invoice are stated incorrect and/or incomplete data or to invoice are not attached all agreed documents; the Client is entitled to return the invoice to the Consultant together with the reasons. The Consultant shall correct the invoice or issue a new one. The Client is not obliged to pay the price in maturity period based on the incorrect invoice. Delivery of corrected or respectively new invoice will begin a new period of maturity.
- 5.5. The Consultant acknowledges, that the payment under this contract must be made by European Bank for Reconstruction and Development based in London (EBRD) in accordance with the terms of the Grant Agreement (Grant Agreement. 017D between EBRD, as the Administrator of Bohunice International Decommissioning Support Fund and Client, as the Recipient).
- 5.6. The maturity of the invoice is 60 days from the date of its delivery to the Client.
- 5.7. In case of late payment of invoice by the Client, the Consultant will be entitled to interest at the rate of 0,01 % of the amount due for each day of delay.

## **Article 6 Warranties, Defects of Works, Contractual Penalties**

- 6.1. Warranty period for performed Work is 12 months and begins on the date of signing the minutes on hand over and taking over of duly and timely performed Work.
- 6.2. The performed Work has defects, if it does not respond to the result, that is understood and required by this contract and not to the purpose for which the Work was made, or its scope is not in compliance with the one stated by this Contract.
- 6.3. The Consultant is responsible for the defects of the Work that the Client discovered after acceptance of the Work. The Client is obliged without undue delay, after the defect is found, to notify the Consultant in writing on the defects discovery.
- 6.4. The Client is entitled, in case of Works defects discovery after its acceptance, to have them removed free of charge.
- 6.5. The Consultant is obliged without undue delay, upon written notification of the Client, begin with removing defects, continue properly and eliminate defects in period agreed in written form, which is not later than 5 calendar days after receipt of the complaint by the Consultant.
- 6.6. The Consultant undertakes to finalize all reasonable comments of the Client.

- 6.7.** In case that, the Consultant is in delay with completion and hand over of Work, the Client has the right to apply the contractual penalty in the amount of 0,025 % from the price of Work for each day of delay. The payment of the contractual penalty by the Consultant does not affect the claim of the Client for damages compensation exceeding the contractual penalty. The payment of the contractual penalty or damage compensation does not relieve the Consultant from his obligation to perform the Work in duly and timely manner.

## **Article 7 Cooperation of the Parties**

- 7.1.** To properly fulfil the obligations of the Consultant under this Contract for Work, the Client shall provide for the Consultant documents relating to the subject of Work available in company Jadrová vyraďovacia spoločnosť, a.s.
- 7.2.** The Client must inform the Consultant about the safety and technical regulations of the Client and about his internal procedures which are applied by the Client. Details are given in Annex. 1 hereto.
- 7.3.** Any notice or any other formal communication between the parties must be carried out in writing, in English and to the relevant party must be sent or delivered personally, by post office (by means of registered letter), or by express courier service.

## **Article 8 Hand over and Taking over of Work**

- 8.1** The Consultant must submit the proper performance to the Client, in quantity, quality, execution, at the place of delivery of performance and at the time of performance, otherwise is in delay. The violation of obligations under the preceding sentence shall be deemed a material breach of contract.
- 8.2** The handover and taking over of duly performed Work shall be written off by the authorized representatives of the Parties in „ Hand over and Taking over Protocol “, which contains provided the circumstances, in particular:
- a) identification of the authorized representatives of the Parties,
  - b) the exact time of handover and taking over of performance,
  - c) a description of performance,
  - d) the price.
- 8.3** In case, that the Client takes over the performance with defects which do not prevent from proper use of performance, the defects shall be described in the protocol as well as the agreed time or eventually the manner of its removal. Taking over Protocol shall be made in 3 counterparts in English.

## **Article 9 Final Provisions**

- 9.1** To amend or supplement the content of this contract is possible only by means of the written amendments. Both parties are entitled to submit the proposals. The validity of the amendment requires the signature of both parties. Valid amendment is an integral part of this contract.
- 9.2** In relations not covered by this contract, the Parties will apply Act. No. 513/1991 Coll. On Commercial Code, as amended and generally binding legal regulations in force in the Slovak Republic.

- 9.3** All disputes arising under the contract or in connection therewith shall be resolved by mutual agreement. If no agreement is reached, the dispute will be finally decided by a competent court in the Slovak Republic.
- 9.4** The Consultant undertakes to remain silent about all data and information and documents of the Client that he learnt about and which were provided to him or made available in connection with the performance. The Consultant undertakes to treat such data and documents as confidential information and trade secrets.
- 9.5** The Consultant shall proceed with its Work within the specified contract with due care so as to achieve a materially captured result of activities set forth herein. The Consultant shall submit materially captured result to the Client. The Consultant is not entitled to disclose the result of such activities to third parties without the prior written consent of the Client.
- 9.6** The Parties have agreed that if during the execution of this contract subject, the performance will have the character of author's work under the provisions § 7 of the Act no. 618/2003 Coll. on Copyright and Rights related to Copyright (Copyright Act) as amended (hereinafter referred to as the "Copyright Act"), the rights and obligations to the author's work shall be managed by the following provisions.
- 9.7** The acquisition of copyrights to view that part of the work that is under copyright law an author's work in accordance with provision of § 39 para 5 of the Copyright Act will occur by taking over. The Client has the right to use author's work for any purpose.
- 9.8** The Consultant declares that he holds all property rights to author's work that he has the exclusive right to its use in every possible way, as conferred by the existing legislation and international conventions to which the Slovak Republic is bound and has the authority to dispose of in its entirety. The Consultant declares that he does not infringe the copyright of third parties and the copyright rights of third parties will be not infringed by the use according to Client's discretion and to the author's work, which was designed by a person different from the Consultant is he entitled to grant consent to the use of this author's work, which he hereby grants to the Client.
- 9.9** If the part of performance under this contract is the result of creative author activity protected as the subject of intellectual property under the provisions of § 7 of the Copyright Act, the Consultant shall provide an exclusive (Consultant undertakes not to grant consent to the use to another person without the written consent of the Client), timely and territorially unlimited license to use author's work or any part thereof.
- 9.10** The Client is based on this licence or by him authorised person entitled to in any way modify, revise, redevelop or finalize the work of an author and also is authorized to copy and distribute the work.
- 9.11** The license is deemed to be given from the time of submission of any author's work. Prior to that time, the Client is entitled to use the author's work only to the extent and manner required for approval of the relevant part of author's work in accordance herewith.
- 9.12** The Contractor hereby further gives the explicit prior consent for consent granting to third party to use author's work (granted sub-licenses) to the extent of the granted license, as well as the licence delegation. The Client shall notify the Consultant on the person of assignee without further delay.
- 9.13** The payment for the license and sublicense under this contract article is included in the price and the Consultant is not entitled to any other reward for this licence provision.
- 9.14** The parties have agreed that the provisions from 9.6 to 9.13 hereof adequately apply also to the author's work, which occurs as co-author's work of the Consultant and the Client.
- 9.15** An integral part of this contract is annex no.1 - Safety and technical requirements.
- 9.16** This Contract is made in 4 counterparts, of which three (3) are for the Client and one (1) is for the Consultant. This contract shall enter into force on the date of its signing by both parties and

Contract for Work

Reg. No. of the Client: ZM-66-12-2-00209-03300

Consultant No.:

into effect as of following the day of this contract publication in accordance with § 47a of the Civil Code and § 5a of the Act. No. 211/2000 Coll. on Free Access to Information and on amendments and supplements to certain acts (Freedom of Information Act), as amended.

In Bratislava, on:  
Client:

In Bratislava, on:  
Consultant:

Ing. Anton Masár  
Member of the Board of Directors and Economy  
and Trade and Division Director

Ing. Miroslav Obert  
Vice Chairman of the Board of Directors and  
Head of V1 Decommissioning and PMU  
Division

Ing. Peter Čižnár  
The Chairman of the Board of Directors  
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Dr. Ing. Vladimír Benko, PhD.  
agent