

**ZMLUVA****AGREEMENT****Zmluvné strany:**

**Bratislavská vodárenská spoločnosť, a.s.**, so sídlom Prešovská 48, 826 46 Bratislava, IČO: 35 850 370, IČ DPH: SK2020263432, zapísaná v Obchodnom registri Okresného súdu Bratislava I, oddiel: Sa, vložka číslo: 3080/B, konajúca prostredníctvom JUDr. Peter Olajoš, predseda predstavenstva a Ing. Ladislav Kizak, člen predstavenstva, ďalej len „**BVS**“,

**The parties:**

**Bratislavská vodárenská spoločnosť, a.s.**, having its registered office in Prešovská 48, 826 46 Bratislava, Company ID: 35 850 370, with VAT number: SK2020263432 registered in the Commercial Register of District court Bratislava I, section: Sa, insert number: 3080/B, duly represented by JUDr. Peter Olajoš, Chairman of the Board and Ing. Ladislav Kizak, Member of the Board, hereinafter called "**BWC**",

a

and

**Stichting Deltares**, so sídlom Rotterdamseweg 185, Delft, 2629 HD, Holandsko, zapísaná v obchodnom registri pod registračným číslom 41146461, IČ DPH: NL800097476B01, riadne zastúpená pánom Erikom Ruijghom a pánom Basom van Vossenom, ďalej len „**Deltares**“,

**Stichting Deltares**, having its registered office in Delft, Rotterdamseweg 185, 2629 HD, the Netherlands, listed in the Commercial Register under number 41146461, with VAT number NL800097476B01, duly represented by Mr. Erik Ruijgh and Mr. Bas van Vossen, hereinafter called "**Deltares**",

**vzhľadom na to, že:****whereas:**

- I. BVS plánuje vyvinúť hydraulický model ich siete zásobovania pitnou vodou;
- II. na žiadosť BVS odoslala Deltares „Návrh počítačovej fázy vývoja digitálnej dvojčky FEWS-Wanda“ v novembri 2021, ďalej len „Návrh“;
- III. BVS si želá najat' Deltares na poskytovanie služieb v súlade s Návrhom Deltares;

- I. BWC is planning to develop a hydraulic model for their drinking water supply network;
- II. On BWC request, Deltares has submitted the "Proposal Inception Phase development digital-twin FEWS-Wanda" on November 19, 2021, hereinafter called the "Proposal";
- III. BWC wishes to engage Deltares for the performance of the services as described in Deltares' Proposal;

**sa dohodli takto:****agree as follows:****Článok 1 Rozsah služieb a zmluvy****Article 1 Scope of services and agreement**

- 1.1 Deltares bude poskytovať služby v súlade s Návrhom.
- 1.2 Súčasťou tejto zmluvy sú aj nasledujúce dokumenty:
  - a. „Štandardné podmienky pre objednávky Nadácie Deltares“ tvoria Prílohu 1 tejto zmluvy,
  - b. Návrh tvorí Prílohu 2 tejto zmluvy.
- 1.3 Používanie softvéru uvedeného v Návrhu podlieha výhradne platným licenčným podmienkam, nie podmienkam tejto zmluvy.

- 1.1 Deltares shall perform the services as described in the Proposal.
- 1.2 The following documents are also part of this agreement:
  - a. "Standard Conditions for commissions to Stichting Deltares" attached as Annex I,
  - b. The Proposal, attached as Annex II.
- 1.3 The use of the software mentioned in the Proposal is solely subject to the applicable license terms and conditions, not the terms and conditions of this agreement.

- 1.4 Pokiaľ vznikne rozpor medzi dokumentmi uvedenými v bode 1.2 tejto zmluvy, ustanovenia tejto zmluvy majú prednosť pred ustanoveniami jej príloh, pričom medzi jednotlivými prílohami sa ich prednosť riadi poradím zodpovedajúcim poradiu uvedenému v bode 1.2.
- 1.5 Zmeny tejto zmluvy sú pre zmluvné strany záväzné iba ak boli dohodnuté písomnou formou.

## Článok 2 Platba

Za poskytovanie služieb uvedených v bode 1.1 zaplatí BVS nadácii Deltares sumy uvedené v Návrhu a v súlade s harmonogramom platieb, ktorý je súčasťou Návrhu.

Deltares bude odosielať faktúry na nasledujúcu adresu sídla BVS.

## Článok 3 Doba trvania a ukončenie zmluvy

- 3.1 Táto zmluva nadobúda účinnosť dátumom podpisu zmluvy.
- 3.2 Ak si jedna zo zmluvných strán neplní svoje povinnosti, druhá zmluvná strana doručí oznámenie o nedodržaní záväzkov porušujúcej zmluvnej strane, ktoré bude obsahovať primeranú lehotu na nápravu neplnenia povinností. Ak si porušujúca zmluvná strana naďalej neplní povinnosti ani po uvedenej lehote, druhá zmluvná strana bude oprávnená písomne ukončiť túto zmluvu mimosúdne a s okamžitou účinnosťou, a to bez toho, aby bolo dotknuté jej právo na náhradu škody.
- 3.3 Ak bol voči zmluvnej strane podaný návrh na vyhlásenie konkurzu alebo na pozastavenie platieb, alebo sa voči nej začalo alebo bolo udelené konkurzné konanie alebo pozastavenie platieb, alebo bola predmetnej zmluvnej strane zabavená podstatná časť jej majetku, druhá zmluvná strana bude oprávnená písomne vypovedať túto zmluvu mimosúdne a s okamžitou účinnosťou, a to bez toho, aby bolo dotknuté jej právo na náhradu škody.

## Schválené a podpísané v dvoch vyhotoveniach

za: BVS

podpis:

za: Deltares

podpis:

- 1.4 To the extent that there is a conflict between the documents referred to in article 1.2 of this agreement, the provisions of this agreement shall take precedence over the provisions of the annexes, and the prevailing order among the annexes shall be the order as indicated in article 1.2.
- 1.5 Amendments to this agreement shall only bind the parties if they have been agreed in writing.

## Article 2 Payment

For the performance of the services referred to in article 1.1, BWC shall pay Deltares the amounts as stated in the Proposal and in accordance with the payment schedule included in the Proposal.

Deltares shall send its invoices to registered office of BWC.

## Article 3 Duration and termination

- 3.1 This agreement shall take effect on the date of signature of this agreement.
- 3.2 If a party fails in the performance of its obligations, the other party shall give written notice of default to the defaulting party, including a reasonable period to remedy the non-performance. If the defaulting party has still not performed within that period, the other party shall be entitled to terminate this agreement extrajudicially in writing with immediate effect, without prejudice to its right to compensation.
- 3.3 If the other party has had a petition for bankruptcy or suspension of payments filed, declared or granted against it, or a substantial part of its possessions has been attached, the other party shall be entitled to terminate this agreement extrajudicially in writing with immediate effect, without prejudice to its right to compensation.

## As agreed and signed in duplicate

on behalf of: BWC

signature:

on behalf of: Deltares

signature:

meno: JUDr. Peter  
Olajoš

meno: Erik Ruijgh

name: JUDr. Peter  
Olajoš

name: Erik Ruijgh

miesto: Bratislava

miesto: Delft

town: Bratislava

town: Delft

dátum: 04.02.22

dátum: 28.1.2022

date: 04.02.22

date: 28.1.2022

funkcia: predseda  
predstavenstva

funkcia: senior  
projektový manažér

function: Chairman of  
the Board

function: Senior Project  
Manager

podpis:

podpis:

signature:

signature:

meno: Ing. Ladislav  
Kizak

meno: Bas van  
Vossen

name: Ing. Ladislav  
Kizak

name: Bas van  
Vossen

miesto: Bratislava

miesto: Delft

town: Bratislava

town: Delft

dátum: 04.02.22

dátum: 28.1.2022

date: 04.02.22

date: 28.1.2022

funkcia: člen  
predstavenstva

funkcia: department  
head Hydraulics for  
Infrastructure and  
Industry (H2I)

function: Member of  
the Board

function: department  
head Hydraulics for  
Infrastructure and  
Industry (H2I)

## **Štandardné podmienky pre objednávky Nadácie Deltares**

Tieto Štandardné podmienky sa vzťahujú na všetky objednávky zadané Nadácii Deltares (ďalej len „Deltares“ alebo „nadácia Deltares“) so sídlom v Delfte v Holandsku, s výnimkou objednávok zadaných nadácii Deltares, ktoré sa týkajú výlučne dodávky štandardného softvéru.

Tieto Štandardné podmienky výslovne vylučujú (štandardné) podmienky objednávateľa. Akékoľvek odchýlky od týchto Štandardných podmienok budú záväzné, iba ak sa na nich písomne dohodnú Deltares a objednávateľ.

### **1. Definície**

- 1.1 Ponuka – ponuka, ktorú nadácia Deltares predkladá (potenciálnemu) objednávateľovi, ktorá obsahuje výsledok/výsledky objednaných aktivít;
- 1.2 Štandardné podmienky – tieto Štandardné podmienky, ktoré uplatňuje Deltares;
- 1.3 Deltares – nadácia „Stichting Deltares“;
- 1.4 Objedávka – zmluva o vykonaní aktivít a/alebo o poskytovaní služieb a/alebo o dodávke tovaru uzatvorená medzi Deltares a objednávateľom;
- 1.5 Štandardný softvér – softvér dodaný nadáciou Deltares na základe „štandardnej licencie Deltares“;
- 1.6 Pracovný deň – pondelok až piatok, s výnimkou všeobecne uznávaných štátnych sviatkov v Holandsku.

### **2. Obsah objednávky**

- 2.1 Obsah objednávky je určený opisom aktivít uvedených v ponuke definovanej v bode 1.1 a všetkými dodatkami k ponuke, ktoré dodatočne vznikli na základe vzájomného súhlasu.
- 2.2 Pokiaľ tak nie je výslovne uvedené v ponuke, vyhľadávanie existencie patentových práv v držbe tretích strán alebo prieskum patentovateľnosti nie je súčasťou objednávky.
- 2.3 Odchýlky od týchto Štandardných podmienok budú záväzné výlučne vtedy, ak sa na nich písomne dohodnú zmluvné strany a budú sa výlučne vzťahovať na príslušnú objednávku, ktorej sa týkajú.

### **3. Plnenie objednávky**

## **Standard Conditions for commissions to Stichting Deltares**

These Standard Conditions shall apply to all commissions awarded to Stichting Deltares (hereinafter referred to as Deltares) in Delft, the Netherlands, with the exception of commissions awarded to Deltares which solely concern the supply of standard software.

These Standard Conditions shall apply with the explicit exclusion of (standard) conditions of the principal. Deviations from these Standard Conditions shall be binding only if agreed upon in writing between Deltares and the principal.

### **1. Definitions**

- 1.1 offer - the offer made by Deltares to the (potential) principal specifying the result(s) of the activities commissioned;
- 1.2 Standard Conditions - these Standard Conditions applied by Deltares;
- 1.3 Deltares - the foundation "Stichting Deltares";
- 1.4 the commission - the agreement concluded between Deltares and the principal to conduct activities and/or the agreement to render services and/or supply goods;
- 1.5 standard software - software supplied by Deltares on the basis of a "standard Deltares license";
- 1.6 work day - Monday through Friday, with the exception of generally recognized holidays in The Netherlands.

### **2. The content of the commission**

- 2.1 The content of the commission shall be determined by the description of the activities laid down in the offer referred to in article 1.1, and all amendments to the offer effected afterwards in mutual consent.
- 2.2 Unless expressly included in the offer, conducting searches into the existence of patent rights held by third parties or reviewing patentability shall not be part of the commission.
- 2.3 Deviations from these Standard Conditions shall solely be binding after having been agreed in writing between the parties and shall solely apply to the commission for which they are made.

### **3. The performance of the commission**

3.1 Zmluvné strany nie sú oprávnené prevádzať svoje práva a/alebo povinnosti vyplývajúce z objednávky na akékoľvek tretie strany. Deltares však môže využívať tretie strany na účely plnenia objednávky.

3.2 Objednávka sa zrealizuje v rámci odhadovaného obdobia uvedeného v ponuke, s výnimkou prípadu, ak to vzhľadom na okolnosti nie je možné vyžadovať. Ak je zrejmé, že sa toto obdobie prekročí, nadácia Deltares túto skutočnosť čo najskôr oznámi objednávateľovi. Deltares nebude považovaná za porušujúcu zmluvnú stranu iba kvôli uplynutiu uvedeného obdobia.

3.3 Schválením objednávky nebude Deltares zaviazaná vykonávať aktivity nad rámec objednaných aktivít a snahy dosiahnuť výsledok použiteľný pre objednávateľa. Deltares bude plniť objednávku s využitím svojich najlepších znalostí a zručností, v súlade s najmodernejšími poznatkami v čase plnenia objednávky a v súlade so všetkými všeobecne uznávanými normami a kódexmi postupov konzultantov v rámci rovnakého odvetvia.

3.4 Ak objednávka (čiastočne) zahŕňa výskum týkajúci sa vzoriek, v tom prípade – okrem prípadu, keď je dohodnuté, že za odoberanie vzoriek bude zodpovedať Deltares – bude za výber, reprezentatívnosť, uplatnenie kódov, ochrannej známky/ochranných známkov alebo názvu výrobku/výrobkov a za poskytnutie vzoriek určených na výskum nadácií Deltares zodpovedať výlučne objednávateľ.

3.5 Objedávateľ je povinný informovať Deltares o vlastnostiach tovaru poskytnutého nadácii Deltares v súvislosti s objednávkou, ktorý Deltares môže predstavovať nebezpečenstvo, a jednoznačne označiť takýto tovar alebo jeho obal ako nebezpečný tovar.

3.6 Objedávateľ zabezpečí, aby akékoľvek údaje, ktoré si vyžaduje Deltares alebo ktoré by mal objednávateľ opodstatnene chápať ako nevyhnutné na plnenie objednávky, boli poskytnuté nadácii Deltares včas. Ak Deltares nebude mať včas prístupné údaje požadované na plnenie objednávky, Deltares bude oprávnená odložiť plnenie objednávky a/alebo účtovať objednávateľovi dodatočné výdavky vzniknuté v dôsledku takéhoto zdržania podľa bežných sadzieb. Akékoľvek týmto spôsobom zapríčinené zdržanie automaticky predĺži časovú lehotu uvedenú v bode 3.2.

3.7 Objedávateľ bude znášať riziko nesprávneho porozumenia v súvislosti s obsahom a plnením

3.1 Parties shall not be entitled to transfer their rights and/or their obligations arising out of the commission to one or more third parties. Deltares may however make use of third parties in its performance of the commission.

3.2 The commission shall be performed within the estimated term referred to in the offer, unless this cannot reasonably be required given the circumstances. If the term appears to be exceeded, Deltares shall confer with the principal as soon as possible. Deltares shall not be in default solely due to the expiry of the term.

3.3 By accepting the commission, Deltares shall not be bound to do more than to conduct the activities commissioned and to endeavor to achieve a result useful to the principal. Deltares shall perform the commission using its best knowledge and skills, in accordance with the state of the art at the time of the performance of the commission and in accordance with all generally recognized standards and codes of practice of consultants within the same industry.

3.4 If the commission (partly) concerns research on samples, then - except when it is agreed that sampling is to be done under the responsibility of Deltares - solely the principal shall be responsible for the selection, representativeness, application of codes, trade mark(s) or product name(s) and for providing Deltares with the samples to be researched.

3.5 The principal shall inform Deltares of properties of goods provided by the principal to Deltares in connection with the commission 4 which might constitute a hazard and label such goods or their packaging clearly as being hazardous.

3.6 The principal shall ensure that all data which Deltares requires or which the principal in all reasonableness ought to understand is required for performing the commission is provided to Deltares in a timely manner. If data required for the performance of the commission is not made available to Deltares in a timely manner, Deltares has the right to postpone its performance of the commission and/or to charge the principal the additional expenses resulting from that delay at the usual rates. Any delay caused herewith shall automatically extend the time period referred to in article 3.2.

3.7 The principal shall bear the risk of misunderstandings in relation to the content



objednávky, ktoré vznikne z dôvodu, že Deltares neobdrží od objednávateľa špecifikácie a iné údaje včas alebo ich neobdrží vôbec.

3.8 V súvislosti s aktivitami vykonanými podľa objednávky v mieste objednávateľa alebo v mieste určenom objednávateľom je objednávateľ povinný zaistiť bezpečnosť personálu nadácie Deltares alebo iných osôb, ktoré nie sú zamestnancami nadácie Deltares a ktoré Deltares využíva na plnenie objednávky.

3.9 Nadácia Deltares si vyhradzuje právo kedykoľvek a výlučne podľa uváženia manažmentu nadácie Deltares upustiť od vyslania svojho personálu a iných osôb, ktoré nie sú zamestnancami nadácie Deltares na akékoľvek iné miesta ako sídlo Deltares, pokiaľ by bola ohrozená bezpečnosť personálu na takýchto iných miestach. Nadácia Deltares nie je povinná plniť žiadnu povinnosť vyplývajúcu z objednávky v takom rozsahu, v akom by akékoľvek plnenie takejto povinnosti vyžadovalo, aby boli personál a vyššie uvedené iné osoby vyslané na miesto, na ktorom by bola ohrozená ich bezpečnosť.

#### 4. Mlčanlivosť

4.1 Deltares sa zaväzuje zachovávať mlčanlivosť o mene/názve objednávateľa a skutočnosti, že preňho realizuje aktivity výhradne v tom prípade, že tak bolo písomne dohodnuté pri zadaní objednávky. V každom prípade povinnosť zachovávať mlčanlivosť zaniká po dvoch (2) rokoch od dátumu vystavenia záverečnej faktúry alebo po dvoch (2) rokoch od dátumu záverečnej správy, ak táto správa bude poskytnutá skôr.

4.2 S výnimkou žiadosti o patent podanej nadáciou Deltares, ako je uvedené v bode 6.1, bude Deltares povinná po dobu dvoch (2) rokov od dátumu vystavenia záverečnej faktúry alebo po dvoch (2) rokoch od dátumu záverečnej správy, ak táto správa bude poskytnutá skôr, zachovávať mlčanlivosť o výsledkoch objednávky, ktoré nadácia Deltares poskytla objednávateľovi. Takáto mlčanlivosť sa nevzťahuje na (experimentálne) postupy práce, (experimentálne) modely, prístrojové vybavenie, metódy kalkulácie a počítačové programy, ktorých vývoj sa nedal v rámci objednávky predvídať. V prípade testovaní, analýz, meraní alebo rešeršu bibliografie budú podliehať utajeniu iba výsledky takýchto

and performance of the commission caused by not receiving from the principal by Deltares specifications and other data, not receiving them in a timely manner or not receiving them in full.

3.8 In connection with activities conducted for the commission on the site of the principal or on a site designated by the principal, the principal shall guarantee the safety of Deltares' personnel or others who are not Deltares' subordinates used by Deltares for the performance of the commission.

3.9 Deltares reserves the right, at any and all times and solely at the discretion of the management of Deltares, to refrain from deploying its personnel and others used by Deltares who are not its subordinates at any other location than at the offices of Deltares, should staff safety be in jeopardy at such other location. Deltares shall not be obligated to perform any obligation arising out of the commission to the extent any such performance of such an obligation would require personnel and the aforementioned others having to be deployed at a location where their safety would be in jeopardy.

#### 4. Secrecy

4.1 Deltares shall solely be committed to keep secret the name of the principal and the fact activities are conducted if this has been agreed in writing upon the commission being awarded. The obligation to secrecy shall in any case expire two (2) years after the date of the final invoice or two (2) years after the date of the final report should this be provided sooner.

4.2 With the exception of a patent application made by Deltares as referred to in article 6.1, Deltares shall, for a period of two (2) years after the date of the final invoice or two (2) years after the final report should this be provided sooner, be obligated to keep secret the results of the commission as made available by Deltares to the principal. That secrecy shall not include the (experimental) working methods, (experimental) models, apparatus, calculation methods and computer programs, the development of which was not directly envisaged with the commission. In case of testing, analyses, measurements or bibliographical research, only the results of such tests, analyses, measurements or

- testovaní, analýz, meraní alebo rešeršu bibliografie.
- 4.3 Deltares je povinná zachovávať mlčanlivosť o informáciách, ktoré získala od objednávateľa v súvislosti s plnením objednávky a ktoré boli výslovne označené objednávateľom ako dôverné. Táto povinnosť zachovávať mlčanlivosť sa nevzťahuje na:
- a. informácie, ktoré už boli nadácii Deltares známe v čase, keď ich objednávateľ poskytol nadácii Deltares,
  - b. informácie, ktoré boli alebo sa stali verejne známymi, a to bez toho, aby sa stali verejne známymi v dôsledku akéhokoľvek zanedbania zo strany nadácie Deltares,
  - c. informácie, ktoré Deltares získala od tretej strany, ktorá bola oprávnená takéto informácie zverejniť,
  - d. informácie, ktoré Deltares získala vlastným výskumom, a to bez toho, aby použila informácie, ktoré boli označené ako dôverné.
- 4.4 Povinnosť nadácie Deltares zachovávať mlčanlivosť neplatí iba v prípade, že takáto povinnosť je v rozpore s verejným záujmom, alebo ak je Deltares povinná takéto informácie zverejniť v rámci súdneho konania, alebo ak Deltares čelí vážnemu ohrozeniu osôb alebo tovaru. V poslednom prípade sa Deltares najskôr poradí s objednávateľom, a to, pokiaľ je to možné, ešte pred upozornením príslušnej strany, ktorej osoba (osoby) alebo tovar je v ohrození a/alebo kompetentných orgánov.
- 4.5 Ak v dôsledku oboznámenia objednávateľa s výsledkami objednávky nastane nedorozumenie, táto skutočnosť zbaví nadáciu Deltares záväzku zachovávať mlčanlivosť v opodstatnene nevyhnutnom rozsahu pre Deltares, aby mohla informovať tretie strany o týchto výsledkoch.
- 4.6 Deltares si vyhradzuje právo informovať tretie strany a/alebo zverejniť informácie týkajúce sa povahy, všeobecného obsahu objednávky a aktivít vykonaných v súvislosti s objednávkou.
- 4.7 Ak Deltares využíva tretie strany na plnenie objednávky (jej častí), v ktorej sa narába s dôvernými informáciami, je povinná zabezpečiť, aby akákoľvek takáto tretia strana dodržiavala mlčanlivosť.
- 5. Právo na výsledky**
- 5.1 Objednávateľ obdrží plné a neobmedzené právo využívať výsledky objednávky, ktoré mu bibliographic research shall be subject to secrecy.
- 4.3 Deltares shall be obligated to keep secret information received from the principal in connection with the performance of the commission which information has been explicitly labeled secret by the principal. This obligation to keep secret shall not apply to:
- a. information which was already known to Deltares at the time that information was disclosed by the principal to Deltares;
  - b. information which either was or has become public knowledge, without this public knowledge being the result from any negligence on the part of Deltares;
  - c. information which was obtained by Deltares from a third party which was entitled to disclose such information;
  - d. information which resulted from Deltares' own research, without having used the information which was labeled secret.
- 4.4 Deltares' obligation to secrecy shall not apply if and to the extent it conflicts with the public interest or if Deltares is required to make such information public in legal proceedings or if Deltares is confronted with a serious danger or hazard to and for persons or goods. In the latter case, Deltares shall confer with the principal, if possible, prior to notifying the party whose person(s) or goods are being threatened and/or the competent authorities.
- 4.5 If misunderstandings arise as a result of the principal making known the results of the commission, this shall relieve Deltares from being bound to secrecy to the extent reasonably necessary for Deltares to provide third parties with information about those results.
- 4.6 Deltares reserves the right to inform third parties and/or publish as to the nature, the general content of the commission and the activities conducted in connection with the commission.
- 4.7 If Deltares uses third parties to perform (parts of) the commission in which secret information is used, it shall ensure that any such third party shall observe secrecy.
- 5. Right to results**
- 5.1 The principal shall obtain the full and free right of use of the results of the commission made

poskytne nadácia Deltares. Toto právo objednávateľa bude výhradné počas obdobia, v ktorom je nadácia Deltares povinná zachovávať mlčanlivosť podľa bodu 4.2, a to bez toho, aby tým boli dotknuté ustanovenia bodov 5.2 a 5.4. Nadácia Deltares nebude povinná odškodniť objednávateľa za akékoľvek porušenia (výhradného) práva objednávateľa na výsledky objednávky zo strany tretích strán.

- 5.2 Počas obdobia, v ktorom je Deltares viazaná mlčanlivosťou podľa bodu 4.2 bude Deltares oprávnená používať výsledky objednávky tak, ako je uvedené v bode 5.1 a výlučne na vlastné potreby.
- 5.3 Uplynutím obdobia, počas ktorého je Deltares viazaná mlčanlivosťou podľa bodu 4.2 bude zároveň Deltares oprávnená používať výsledky tak, ako je uvedené v bode 5.1 pre tretie strany a umožniť tretím stranám takéto výsledky použiť.
- 5.4 Deltares si po celý čas ponecháva práva duševného vlastníctva týkajúce sa najmä, nie však výlučne autorských práv, práv na modely, a práv na databázy v súvislosti:
- a. so znalosťami a skúsenosťami, ktoré už mala nadácia Deltares v čase, keď bola zadaná objednávka (už existujúce znalosti a skúsenosti),
  - b. s novými znalosťami a skúsenosťami, ktoré vznikli na základe plnenia objednávky,
  - c. s výsledkami, ktoré sa získajú mimo rozsahu objednávky, ako je uvedené v bode 1.1,
  - d. s (experimentálnymi) postupmi práce, (experimentálnymi) modelmi, prístrojovým vybavením, spôsobmi kalkulácie a počítačovými programami, ktoré boli vytvorené v dôsledku zadania a ktorých vývoj sa nedal v rámci objednávky predvídať.
- 5.5 Bez toho, aby boli dotknuté ustanovenia bodu 5.4 bude nadácia Deltares po celý čas oprávnená používať informácie uvedené v bodoch 5.4a až 5.4d vyššie a/alebo použiť takéto informácie pre tretie strany a/alebo umožniť tretím stranám takéto informácie použiť.
- 5.6 Správy, nákresy a iné hmotné predmety, ktoré sú výsledkom objednávky sa stanú vlastníctvom objednávateľa, bez toho, aby tým bolo dotknuté ustanovenie bodu 7.7, s výnimkou autorského práva (autorských práv) nadácie Deltares.
- available to the principal by Deltares. This right of the principal shall be exclusive during the period of time during which Deltares is bound to secrecy pursuant to article 4.2, without prejudice to articles 5.2 and 5.4. Deltares shall not be obligated to indemnify the principal against any infringements made by third parties on the (exclusive) right of the principal to the results of the commission.
- 5.2 During the period in which Deltares is bound to secrecy pursuant to article 4.2, Deltares shall be entitled to use the results of the commission as referred to in article 5.1 exclusively for itself.
- 5.3 Upon the expiry of the period during which Deltares is bound to secrecy pursuant to article 4.2, Deltares shall have the right to also use the results as referred to in article 5.1 for third parties and to have those results used by third parties.
- 5.4 Deltares retains full intellectual property rights at any and all times, including, but not limited to copyrights, model rights and data-bank rights in relation to:
- a. the knowledge and experience available at Deltares at the time the commission was awarded (pre-existing knowledge and experience);
  - b. new knowledge and experience resulting from the performance of the commission;
  - c. the results which are obtained outside the scope of the commission as referred to in article 1.1;
  - d. the (experimental) working methods, (experimental) models, equipment, calculation methods and computer programs produced as a result of the performance of the commission, whose development was not directly envisaged with the commission.
- 5.5 Without prejudice to article 5.4, Deltares shall at any and all times be entitled to use the information referred to above under 5.4a - 5.4d and/or have that information used for and/or by third parties.
- 5.6 Reports, drawings and other material objects which result from the commission, shall become the property of the principal without prejudice to that determined in article 7.7, with the exclusion of Deltares' copyright(s).



5.7 Bez prechádzajúceho písomného súhlasu nadácie Deltares nesmie objednávatel:

- a. reprodukovat', resp. publikovat' akékoľvek dokumenty poskytnuté nadáciou Deltares, či už v celku alebo čiastočne, ako napríklad správy, rady, zmluvy, návrhy, skice, nákresy, softvér atď. v tlačovej forme, vo forme fotokópií, na mikrofilme, v elektronickej forme alebo akejkoľvek inej forme, vrátane ich uchovávaní v „systéme na vyhľadávanie údajov“;
- b. povoliť osobám mimo kruhu osôb, ktoré sú vzhľadom na rozsah objednávky priamo zainteresované do objednávky, preskúmať dokumenty poskytnuté nadáciou Deltares;
- c. používať dokumenty poskytnuté nadáciou Deltares, či už v celku alebo čiastočne, alebo umožniť používanie takýchto dokumentov na účely uplatňovania nárokov, vedenia súdnych konaní, na reklamné alebo antireklamné účely, testy, alebo na účely kúpy a predaja vo všeobecnosti;
- d. akýmkoľvek spôsobom používať názov a/alebo logo Deltares pri zverejňovaní časti alebo častí dokumentov vydaných nadáciou Deltares a/alebo na jeden alebo viac účelov uvedených v pododseku c.;
- e. použiť názov a/alebo logo Deltares, alebo ich inak prepojiť s tovarom testovaným nadáciou Deltares, skontrolovaným nadáciou Deltares alebo ku ktorému sa nadácia Deltares vyjadrila, alebo ktorý nadácia Deltares vyrobila.

## 6. Ochrana znalostí

6.1 Ak plnenie objednávky nadáciou Deltares povedie k patentovateľným výsledkom, objednávatel' bude oprávnený žiadať o patent vo svojom mene a na vlastné náklady, okrem prípadu, ak vynález nie je výsledkom, ktorý bol predvídateľný v rámci objednávky.

Ak objednávatel' požiada o patent, je povinný kompenzovať nadáciu Deltares náklady, ktoré môže Deltares byť povinná zaplatiť vynálezcovi podľa článku 12, paragrafu 6 holandského Patentového zákona (Rijksoctrooiwet).

Ak objednávatel' písomne neinformuje nadáciu Deltares o svojom úmysle uplatniť si svoje právo podľa bodu 6.1 v lehote do troch (3) mesiacov po oznámení uvedenom v bode 6.2, alebo ak sa nepodá žiadna žiadosť o patent v

5.7 Without prior written consent from Deltares, the principal may not:

- a. reproduce and/or publish, either in whole or in part, any and all documents provided by Deltares, such as reports, advice, agreements, designs, sketches, drawings, software, etc. in print, photocopy form, on microfilm, in electronic form or in any other manner, including storing them in a "retrieval system";
- b. permit persons outside the circle of those who, given the scope of the commission, are directly involved with the commission to peruse documents provided by Deltares;
- c. use documents provided by Deltares, in whole or in part, or have those documents used to institute claims, conduct legal proceedings, for advertising purposes or anti-advertising purposes, tests, and for acquisition and sales in general;
- d. use the name and/or the logo of Deltares, in any connection whatsoever in publishing a part or parts of documents issued by Deltares and/or for one or more of the purposes referred to in sub-section c;
- e. apply the name and/or the logo of Deltares or to otherwise connect these to goods tested by Deltares, checked by Deltares or commented on by Deltares, or which were manufactured by Deltares.

## 6. Protection of knowledge

6.1 Should the performance of the commission by Deltares lead to patentable results, the principal shall be entitled to apply for patents in its name and for its account, unless the invention is not a result that was envisaged with the commission.

If the principal applies for a patent, it shall compensate Deltares for which Deltares might become due to pay the inventor pursuant to article 12, section 6 of the Netherlands Patent Act (Rijksoctrooiwet).

If the principal failed to notify Deltares in writing within three (3) months after the notice as referred to in article 6.2 of its intention to exercise its right as referred to in article 6.1, or if no patent application is submitted within six

lehote do šiestich (6) mesiacov od takéhoto oznámenia, toto právo prechádza na nadáciu Deltares. Bez toho, aby boli dotknuté ustanovenia článku 4, má v tomto prípade Deltares právo publikovať alebo iným spôsobom zverejniť patentovateľný materiál.

6.2 Deltares a objednávateľ sú povinní navzájom si oznamovať:

- a. svoje predpoklady, že sa našli patentovateľné materiály,
- b. skutočnosť, že žiadosť o patent bola podaná alebo bude podaná,
- c. obsah predmetnej žiadosti.
- d. Navyše sú povinní v plnej miere vzájomne spolupracovať pri podávaní žiadostí o patent.

6.3 Ak jedna zo zmluvných strán získa patent v súvislosti s výsledkom objednávky, je povinná udeliť druhej zmluvnej strane udeliť v tejto veci licenciu podľa vzájomne dohodnutých podmienok, na základe ktorých zmluvné strany môžu odvodiť svoje práva, ktoré majú podľa článku 5. Táto licencia nebude voľne prevoditeľná.

6.4 Žiadateľ/držiteľ môže kedykoľvek slobodne stiahnuť žiadosť o patent alebo nechať platnosť udeleného patentu uplynúť. Druhá zmluvná strana (objedávateľ alebo Deltares) bude mať v tom prípade prednostné právo na prenos žiadosti alebo patentu a jej/jeho registráciu na svoje meno.

## 7. Cena a platba

7.1 Cena, ktorú má zaplatiť objednávateľ nadácii Deltares, sa určí na základe skutočných nákladov, ktoré sa vypočítajú v súlade s odsúhlasenými sadzbami pre príslušnú objednávku a bude zahŕňať sumy, ktoré bude Deltares povinná zaplatiť tretím stranám v súvislosti s plnením objednávky. Pokiaľ neboli vopred dohodnuté žiadne sadzby, tie sa určia na základe metód, ktoré obvykle uplatňuje Deltares. Nadácia Deltares si vyhradzuje právo každoročne upraviť uvedené sadzby.

7.2 Ak, na rozdiel od bodu 7.1, poskytnutá ponuka obsahuje „pevnú cenu“, takáto cena bude dohodnutou cenou. Ak ponuka neobsahuje „pevnú cenu“, ponúknutá cena predstavuje nanajvýš nezáväzný odhad nákladov.

7.3 Pokiaľ nebolo dohodnuté inak, všetky sumy v ponuke nezahŕňajú daň z pridanej hodnoty (DPH).

7.4 V prípade, že o to požiada objednávateľ, bude Deltares dodržiavať obmedzenú výšku sumy. Ak si plnenie objednávky podľa nadácie

(6) months after such notice, this right shall transfer to Deltares. Without prejudice to article 4, Deltares has in this case the right to publish, or otherwise make public the patentable material.

6.2 Deltares and the principal shall notify one another about;

- a. their supposition of patentable materials having been found;
- b. the fact that a patent application is or shall be submitted;
- c. the content of that application.
- d. Moreover, they shall co-operate with one another in full when submitting patent applications.

6.3 If a party obtains a patent in respect of a result of the commission, it shall grant the other party a license to this, under terms and conditions to be mutually agreed, on the grounds of which parties may derive those rights they have pursuant to article 5. The license shall not be freely transferable.

6.4 The applicant/holder shall be at liberty, at any and all times, to withdraw a patent application or to allow a patent granted to expire. The other party (principal or Deltares) shall then have the right of first refusal to have the application or the patent granted transferred and registered in its name.

## 7. Price and payment

7.1 The price to be paid by the principal to Deltares shall be determined on the basis of actual costs, calculated in conformity with the rates agreed for the commission and including the amounts which Deltares shall be due to pay third parties in connection with the performance of the commission. Should no rates have been agreed in advance, they shall be determined on the grounds of the methods customarily applied by Deltares. Deltares reserves the right to adjust the rates annually.

7.2 If, contrary to article 7.1, the offer made includes a "fixed price", that price shall be the agreed price. If no "fixed price" is included in the offer, the amount quoted shall be no more than a non-obligatory estimation of the costs.

7.3 Unless agreed upon otherwise, all amounts in the offer shall not include Value Added Tax 8 (VAT).

7.4 If requested by the principal, Deltares shall adhere to a limit amount. If Deltares is of the opinion that the performance of the

Deltares vyžaduje navýšenie obmedzenej výšky sumy, bude o tom Deltares informovať objednávateľa. Pokým nebudú dohodnuté ďalšie finančné dojednania, Deltares bude mať právo odložiť výkon svojich činností.

7.5 Deltares si vyhradzuje právo vystavovať priebežné faktúry a/alebo požadovať platby vopred.

7.6 Objednávateľ je povinný uhradiť faktúry v mene určenej v ponuke do tridsiatich (30) dní odo dňa prijatia príslušnej faktúry. Ak sa nedá určiť dátum prijatia faktúry, za deň prijatia faktúry sa považuje prvý pracovný deň nasledujúci po dátume uvedenom na faktúre. Ak objednávateľ prekročí lehotu splatnosti, je povinný uhradiť úrok podľa zákonnej komerčnej úrokovej sadzby a náklady spojené s výberom.

7.7 Deltares zostáva vlastníkom všetkého tovaru, ktoré poskytuje objednávateľovi v súvislosti s objednávkou – vrátane hmotných predmetov uvedených v bode 5.6 – až do momentu, keď objednávateľ splatí všetky sumy dlžné nadácii Deltares v plnej výške.

7.8 Ak má nadácia Deltares v úschove akýkoľvek tovar objednávateľa v rámci plnenia objednávky, je oprávnená ponechať si takýto tovar až do momentu, keď objednávateľ splatí všetky sumy dlžné nadácii Deltares v plnej výške, pokiaľ objednávateľ neposkytol dostatočnú záruku na platbu predmetných súm.

7.9 V prípade likvidácie, konkurzu (žiadosti o vyhlásenie konkurzu), oficiálneho vyrovnania dlhu na strane objednávateľa podľa holandského Zákona o vyrovnávaní dlhov fyzických osôb (Wet Schuldsanering Natuurlijke Personen), exekúcie alebo (dočasného) moratória na platby objednávateľa sa dlžné platby objednávateľa stanú okamžite splatnými.

## 8. Zodpovednosť

8.1 Nadácia Deltares bude zodpovedať výlučne za škody, ktoré vznikli priamo v dôsledku nedostatkov zapríčinených nadáciou Deltares v rámci plnenia jej povinností. Ak je Deltares zodpovedná za škody vzniknuté objednávateľovi, Deltares zodpovedá výlučne za priame škody vzniknuté objednávateľovi do výšky sumy, ktorú má zaplatiť objednávateľ za plnenie objednávky v súlade s ustanoveniami bodu 7.1. Odmena, ktorú nadácia Deltares zaplatí tretím stranám za plnenie objednávky

commission requires an increase of the limit amount, it shall inform the principal thereof. Until further financial arrangements have been agreed, Deltares shall have the right to postpone its activities.

7.5 Deltares reserves the right to submit interim invoices and/or require advance payment.

7.6 The principal shall pay the invoices in the currency designated in the offer within thirty (30) days after the date of receipt of the invoice. If the date of receipt of the invoice can not be determined the date of receipt will be the first work day following on the date printed on the invoice. If the principal exceeds the payment period, the principal shall pay both statutory commercial interest and collection costs.

7.7 Deltares shall retain the ownership of all goods which Deltares provides to the principal in connection with the commission - including material objects as referred to in article 5.6 - until the time at which the amounts due to Deltares from the principal have been paid in full.

7.8 If Deltares has custody of any goods of the principal in connection with the performance of the commission, Deltares shall be entitled to retain such goods until all amounts due to it from the principal have been paid in full, unless the principal has provided sufficient security for payment of those amounts.

7.9 In the case of liquidation, (an application for) bankruptcy, official debt clearance on the part of the principal pursuant to the Netherlands Debt Clearance for Natural Persons Act (Wet Schuldsanering Natuurlijke Personen), attachment or (provisional) moratorium of payments on the part of the principal, the amounts due to Deltares from the principal shall become due immediately.

## 8. Liability

8.1 Deltares shall be liable solely for damages directly resulting from a shortcoming attributable to Deltares in the performance of its obligations. If Deltares is liable for damages incurred by the principal, Deltares shall solely be liable for direct damages incurred by the principal up to the amount to be paid by the principal for the performance of the commission in accordance with article 7.1. Remuneration paid by Deltares to third parties for the performance of the commission shall

nebude súčasťou horeuvedenej sumy. Toto obmedzenie zodpovednosti sa neuplatní, ak uvedené škody vznikli v dôsledku úmyselného činu alebo zámernej bezohľadnosti zo strany Deltares.

- 8.2 Nadácia Deltares nikdy nebude zodpovedať za nepriame škody, najmä, nie však výlučne za následné škody, stratu alebo zisk, premárnené úspory a škody vzniknuté z dôvodu stagnácie výroby a/alebo prerušenia podnikania.
- 8.3 Nadácia Deltares, jej personál a iné osoby, ktoré nie sú jej zamestnancami a ktoré Deltares využíva na plnenie objednávky, nebudú zodpovedať za škody vzniknuté objednávateľovi v súvislosti s aplikáciou a/alebo použitím výsledkov objednávky (alebo ich časti), pokiaľ takéto škody neboli spôsobené úmyselným činom alebo zámernou bezohľadnosťou zo strany Deltares, jej personálu a/alebo vyššie uvedených iných osôb.
- 8.4 Objednávateľ je povinný odškodniť nadáciu Deltares, jej personál a iné osoby, ktoré nie sú jej zamestnancami a ktoré Deltares využíva na plnenie objednávky za akékoľvek nároky tretích strán týkajúce sa škôd vzniknutých uvedeným tretím stranám v súvislosti s aplikáciou a/alebo použitím výsledkov objednávky (alebo ich časti) objednávateľom a/alebo tretími stranami, ktorým boli takéto výsledky poskytnuté objednávateľom alebo sa o nich (inak) dozvedeli, pokiaľ takéto škody neboli spôsobené úmyselným činom alebo zámernou bezohľadnosťou zo strany Deltares, jej personálu a/alebo vyššie uvedených iných osôb.
- 8.5 Objednávateľ zodpovedá za škody a/alebo zranenia vzniknuté nadácii Deltares, jej personálu a iným osobám, ktoré nie sú jej zamestnancami a ktoré Deltares využíva na plnenie objednávky a/alebo za škodu na tovare nadácie Deltares, alebo za zranenia utrpené počas zotrvávania na mieste určenia súvisiacom s objednávkou, v motorovom vozidle a/alebo na technických inštaláciách objednávateľa. To isté sa vzťahuje na miesta, vozidlá a inštalácie tretích strán. Tieto ustanovenia majú prednosť pred všetkými odlišne formulovanými ustanoveniami, ktoré boli schválené personálom nadácie Deltares a/alebo vyššie uvedenými inými osobami, t.j. pri vstupe na príslušné miesto. Tento bod sa neuplatní v prípade, že takéto škody alebo zranenia boli spôsobené úmyselným činom alebo zámernou bezohľadnosťou zo strany

not be included in the aforementioned amount. This limitation of liability shall not apply if such damages are resulting from an intentional act or wilful recklessness of Deltares.

- 8.2 Deltares shall never be liable for indirect damages, including but not limited to consequential damages, loss of profit, missed savings and damages incurred due to production stagnation and/or business interruption.
- 8.3 Deltares, its personnel and others who are not its sub-ordinates used by Deltares in connection with the performance of the commission shall not be liable for damages incurred by the principal arising out of the application and/or use of (part of) the results of the commission, unless such damages are caused by an intentional act or wilful recklessness of Deltares, its personnel and/or the aforementioned others.
- 8.4 The principal shall indemnify Deltares, its personnel and others who are not its sub-ordinates used by Deltares in connection with the performance of the commission for any third party claim in respect of damages incurred by those third parties arising from the application and/or the use of (a part of) the results of the commission by the principal and/or third parties provided with those results by the principal or (otherwise) informed thereof, unless such damages are caused by an intentional act or wilful recklessness of Deltares, its personnel and/or the aforementioned others.
- 8.5 The principal shall be liable for damages and/or injuries incurred by Deltares, its personnel and others who are not its subordinates used by Deltares in connection with the performance of the commission and/or damage to goods of Deltares, or injuries sustained during a stay on a site in connection with the commission, in a vehicle and/or on technical installations of the principal. The same shall apply to sites, vehicles and installations of third parties. These stipulations override all differently formulated stipulations which were accepted by Deltares' personnel and/or the aforementioned others, i.e. when entering the site. This clause shall not apply if such damages or injuries have been caused by an intentional act or wilful recklessness of Deltares, its personnel and/or the aforementioned others.



Deltares, jej personálu a/alebo vyššie uvedených iných osôb.

- 8.6 Nadácia Deltares, jej personál a iné osoby, ktoré nie sú jej zamestnancami a ktoré Deltares využíva na plnenie objednávky nezodpovedajú za škody a/alebo zranenia vzniknuté alebo utrpené objednávateľovi/objednávatelom, jeho personálu/personálom a/alebo na jeho tovare počas zotrvávania na mieste určenia, vo vozidle a/alebo na inštaláciách nadácie Deltares, pokiaľ takéto škody alebo zranenia neboli spôsobené úmyselným činom alebo zámernou bezohľadnosťou zo strany Deltares, jej personálu a/alebo vyššie uvedených iných osôb.
- 8.7 Nadácia Deltares, jej personál a iné osoby, ktoré nie sú jej zamestnancami a ktoré Deltares využíva na plnenie objednávky nezodpovedajú za štandardné škody na mieste a/alebo za nasadenie a iný prirodzený nárast súvisiaci s jazdou na miesto určenia a s plnením objednávky. Objednávateľ odškodní Deltares v súvislosti s akýmkoľvek nárokom, ktoré by si mohli uplatniť tretie strany za takéto škody.
- 8.8 Nadácia Deltares, jej personál a iné osoby, ktoré nie sú jej zamestnancami a ktoré Deltares využíva na plnenie objednávky nezodpovedajú za škody na predmetoch, ktoré má Deltares v úschove v súvislosti s plnením objednávky, pokiaľ takéto škody neboli spôsobené úmyselným činom alebo zámernou bezohľadnosťou zo strany Deltares, jej personálu a/alebo vyššie uvedených iných osôb.
- 8.9 Nadácia Deltares, jej personál a iné osoby, ktoré nie sú jej zamestnancami a ktoré Deltares využíva na plnenie objednávky nezodpovedajú za škody alebo stratu tovaru poskytnutého objednávateľom nadácii Deltares v prípade, keď objednávka zahŕňa riziko škody alebo straty takéhoto tovaru.
- 8.10 Ak objednávateľ nesplnil svoje povinnosti vyplývajúce z ustanovení bodu 3.5, objednávateľ zodpovedá nadácii Deltares, jej personálu a iným osobám, ktoré nie sú jej zamestnancami a ktoré Deltares využíva na plnenie objednávky za všetky škody, ktoré vyplývajú z akýchkoľvek zatajených vlastností predmetného tovaru. Objednávateľ odškodní Deltares za akékoľvek nároky, ktoré by si mohli uplatniť tretie strany za takéto škody. Toto ustanovenie sa neuplatní, ak objednávateľ preukáže, že dané vlastnosti nepoznal a nemohol o nich vedieť.

8.6 Deltares, its personnel and others who are not its sub-ordinates used by Deltares in connection with the performance of the commission shall not be liable for damages and/or injuries incurred or sustained by the principal, its personnel and/or its goods, when on site, in a vehicle and/or on installations of Deltares, unless such damage and/or injury is caused by an intentional act or wilful recklessness of Deltares, its personnel and/or the aforementioned others.

8.7 Deltares shall not be liable for normal damages to the site and/or to planting and other natural growth resulting from driving on the site and performing the commission. The principal shall indemnify Deltares in connection with any claims which might be made by third parties for such damages.

8.8 Deltares, its personnel and others who are not its sub-ordinates used by Deltares in connection with the performance of the commission shall not be liable for damage to objects of the principal which Deltares has in its custody in connection with the performance of the commission, unless such damage was caused by an intentional act or wilful recklessness of Deltares, its personnel and/or the aforementioned others.

8.9 Deltares, its personnel and others who are not its sub-ordinates used by Deltares in connection with the performance of the commission shall not be liable for damage to, or loss of, goods provided by the principal to Deltares when the commission entails a risk of damage to or loss of such goods.

8.10 If the principal has not met its obligations arising out of article 3.5, the principal shall be liable to Deltares, its personnel and others who are not its sub-ordinates used by Deltares in connection with the performance of the commission, for all damages which result from any such non-disclosed properties of the goods in question. The principal shall indemnify Deltares for any claims which might be made by third parties concerning such damages. This shall not apply if the principal proves it did not know the properties in



8.11 Objednávateľ odškodní Deltares za akékoľvek nároky uplatňované tretími stranami týkajúce sa práv duševného vlastníctva na tovar alebo údaje poskytnuté objednávatelom, ktoré sa používajú na plnenie objednávky a v súvislosti s akýmkoľvek nárokom uplatňovaným tretími stranami za škody vzniknuté v dôsledku používania a/alebo aplikácie (časti) výsledkov, ktoré porušujú práva tretích strán.

8.12 Nadácia Deltares, jej personál a iné osoby, ktoré nie sú jej zamestnancami a ktoré Deltares využíva na plnenie objednávky nezodpovedajú za škody, ktoré vyplývajú zo skutočnosti, že výsledky objednávky nespĺňajú podmienky na žiadosť o patent, a to aj vtedy, ak poskytnutie patentovateľných výsledkov tvorí predmet objednávky.

8.13 Nadácia Deltares, jej personál a iné osoby, ktoré nie sú jej zamestnancami a ktoré Deltares využíva na plnenie objednávky nezodpovedajú za škody, ktoré vyplývajú z väd tovaru alebo neskorého doručenia tovaru, ktorý je dodávaný nadácii Deltares a ktorý Deltares následne odovzdáva objednávatelovi, okrem prípadu, keď si nadácia Deltares bude môcť nárokovat' odškodné za takéto škody od svojho dodávateľa a v rozsahu, v akom si nadácia Deltares bude môcť nárokovat' odškodné za takéto škody od svojho dodávateľa.

8.14 Platnosť nárokov objednávatel'a uplatňovaných voči nadácii Deltares, ktoré vyplývajú z plnenia alebo súvisia s plnením objednávky nadáciou Deltares, jej personálom a inými osobami, ktoré nie sú jej zamestnancami a ktoré Deltares využíva na plnenie objednávky uplynie v plnom rozsahu, ak sa uplatňovanie takýchto nárokov jednoznačne nezačalo v priebehu dvoch (2) rokov od dátumu vystavenia záverečnej faktúry, pokiaľ objednávatel' nepreukáže, že z jeho strany nebolo možné splniť povinnosť podať oznámenie o príslušnom nároku v danom časovom limite.

## 9. Úschova

9.1 Ak je to v rozumnej miere možné, nadácia Deltares uschová tovar, vrátane vzoriek (alebo ich zvyškov), ktorý bol poskytnutý nadácii Deltares v súvislosti s objednávkou po dobu šesťdesiat (60) dní od dátumu vystavenia záverečnej faktúry. Akékoľvek náklady

question and could not have known about them.

8.11 The principal shall indemnify Deltares for any claims made by third parties concerning intellectual property rights on goods or data provided by the principal, used for the performance of the commission and in connection with any claims made by third parties for damages incurred due to the use and/or application of (a part of) the results which infringe third party rights.

8.12 Deltares, its personnel and others who are not its sub-ordinates used by Deltares in the performance of the commission shall not be liable for damages resulting from the fact that the results of the commission do not qualify for patent application even if providing patentable results constitutes the subject of the commission.

8.13 Deltares, its personnel and others who are not its sub-ordinates used by Deltares in the performance of the commission shall not be liable for damages resulting from flaws in or untimely delivery of goods which are supplied to Deltares and which are passed on by Deltares to the principal, unless and to the extent Deltares is able to claim compensation for such damages from its supplier.

8.14 Claims from the principal made against Deltares arising out of or in connection with the performance of the commission by Deltares and/or persons used by Deltares in the performance of the commission shall expire in full if such claims have not been clearly instituted within two (2) years after the date of the final invoice, unless the principal proves that it could not possibly comply with the obligation to give notice of such claim within the time limit.

## 9. Custody

9.1 If reasonably possible, Deltares shall keep in custody goods, including samples (or the remains thereof) provided to Deltares in connection with the commission for a period of sixty (60) days after the date of the final invoice. Any costs incurred in this connection

vzniknuté v tejto súvislosti sa považujú za súčasť ceny, ktorá bola uvedená v ponuke. Ak objednávatel' v tejto lehote nepožiadá o vrátenie tohto tovaru alebo si tento tovar nevyzdvihne, Deltares bude oprávnená takýto tovar zlikvidovať slobodne a podľa vlastného uváženia, riziko a náklady na tento úkon však znáša objednávatel'. Náklady na uskladnenie, prepravu alebo likvidáciu znáša objednávatel'. Akýkoľvek výnos vzniknutý predajom alebo prenájomom uvedeného tovaru môže nadácia Deltares započítať voči dlžným sumám objednávatela.

#### 10. Riešenie sporov

- 10.1 Všetky spory vyplývajúce z objednávky a/alebo spojené s objednávkou alebo s akýmkoľvek zmluvami z nej vyplývajúcimi budú podané príslušnému súdu v Slovenskej republike.
- 10.2 Objednávka a zmluvy vyplývajúce z objednávky sa riadia právom Slovenskej republiky.
- 10.3 V prípade vzniku rozporu medzi anglickou verziou týchto Štandardných podmienok, objednávky alebo zmluvy vyplývajúcej z objednávky a akýmkoľvek ich prekladom, anglická verzia má prednosť.

are deemed to be included in the price as quoted in the offer. If within this period the principal has not made arrangements for the aforementioned goods to be returned or has not collected such goods, Deltares shall be at liberty to dispose of those goods as it sees fit and at its own discretion but shall do so at the principal's risk and expense. The costs of storage, shipping or destruction shall be for the account of the principal. Any revenue generated by the sale or rent of said goods may be set off by Deltares against amounts due to Deltares from the principal.

#### 10. Disputes

- 10.1 All disputes arising from and/or connected to the commission or any agreements deriving from it shall be submitted to the competent court in the Slovak republic.
- 10.2 The commission and agreements deriving from the commission shall be governed by the laws of the Slovak republic.
- 10.3 Should any conflict arise between the English language version of this Standard Conditions, the commission or agreements deriving from the commission and any translation hereof, the English language version shall prevail.

Bratislavská vodárenská spoločnosť, a.s.  
Attn. Mr M. Kollár  
Prešovská 48  
82646 BRATISLAVA  
SLOVAKIA

<b>Date</b> 19 November 2021	<b>Our reference</b>	<b>Number of pages</b> 1 of 9
<b>Contact person</b> Erik Ruijgh	<b>Direct number</b>	<b>E-mail</b>
<b>Subject</b> Proposal Inception Phase development digital-twin FEWS-WANDA		

Dear Mr Kollár,

The Bratislava Water Company BWC (in Slovak: Bratislavská vodárenská spoločnosť BVS) supplies since 1886 drinking water to the Bratislava community using a network of more than 3,200 km of pipelines and 130 reservoirs. For the management of this extensive network BWC requires up-to-date information on the actual status of the entire network as well as knowledge on the functioning of all pumping stations, reservoirs, valves and pipelines. BWC considers the development of a digital-twin to evaluate the functioning of the network in real-time (discharge, flow velocity, pressure, water level, water quality, energy use etc.). The digital-twin could also be instrumental in the evaluation of the possible effects of adjustments or improvements to the network (eg. new pumping stations) or the consequences of increased water demands in future.

In May 2021 the Bratislava Water Company BWC and Deltares signed a contract to prepare a pilot application of a digital-twin (based on the software FEWS-WANDA) for the Banikova pumping station, Kuklovska reservoir and part of the associated DMA. Deltares prepared the pilot application in close cooperation with the BWC-staff and finished the project just before summer holidays 2021. The pilot application provides a good overview of the possibilities of the digital-twin for BWC and was presented on September 23, during a meeting of the BWC board together with the senior staff-members.

As a follow-up of the meeting of September 23, BWC invited Deltares to prepare a proposal for the development of a digital-twin of the main water distribution network of BWC. Compared to the pilot application, this digital-twin will include a (much) larger part of the network of BWC and will provide an operational (real-time) system to simulate the functioning of the network.



For the development of the digital-twin of the main water distribution network we recommend BWC a step-by-step approach, including 4 separate steps. In Annex A to this letter we have already roughly sketched the proposed draft development strategy that provides a first overview of the proposed activities of each of the 4 mentioned steps. After each step BWC can take a Go/NoGo decision on the further development of the digital-twin. In total we propose to include 3 Go/NoGo decisions by BWC during the entire development of the digital twin for the main water distribution network. These Go/NoGo decisions will provide BWC strong control over the project during the development of the digital-twin.

As a first step in the development of the digital-twin we propose BWC to implement an Inception Phase. During the Inception Phase the following requirements of the digital-twin can be discussed in detail:

- the required functionality of the digital-twin, in relation to the day-to-day management by BWC of the drinking water distribution network,
- the required sections of the main water distribution network that need to be included in the digital-twin,
- the required training of BWC-staff to be able to use the digital-twin, and
- IT-issues related to the development and implementation of the digital-twin for BWC.

With the results of the above-mentioned discussions, Deltares will update the draft development strategy (as included in Annex A). The updated development strategy will be the final result of the Inception Phase.

In Annex B of this letter we have included our detailed proposal for the implementation of the Inception Phase. The total costs of the proposed Inception Phase amount to € 21.200 excl VAT. The Inception Phase could be implemented in the first months of 2022. Our proposal is valid until March 31, 2022.

The Standard Conditions for Commissions to Stichting Deltares (version 1.3, July 2016), as filed with the office of the clerk of the Court in The Hague and the Chamber of Commerce for Haaglanden (The Netherlands) shall apply to the commission. Please find enclosed a copy of these Standard Conditions.

We do understand that our proposal (and the development of a digital-twin in general) may require some further discussions. In case you have any question, remark or suggestion in relation to our proposal, please feel free to contact Mr. Erik Ruijgh (erik.ruijgh@deltares.nl) who will be in charge as the project manager for this project.

Looking forward to your reaction,

Yours sincerely,

B. van Vossen  
Head of department  
Hydraulics for Infrastructure and Industry

## Annex A. Draft Development Strategy digital-twin for the main water distribution network of BWC

Based on our experience in comparable projects, we recommend to develop the digital-twin step-by-step, as described in this draft development strategy. We envisage 4 separate steps and propose to include a formal "Go/NoGo" decision of BWC in between each step. Only after the BWC management will issue a "Go", the next step will be implemented. These Go/NoGo decisions will provide BWC strong control over the project during the development of the digital-twin.

The 4 proposed steps include:

### **Step 1. Inception Phase**

- Go/NoGo – 1

### **Step 2. Development of hydraulic model of the network**

- Go/NoGo – 2

### **Step 3. Development of the digital-twin (stand-alone**

- Go/NoGo – 3

### **Step 4.4. Operator-Client version of the digital-twin**

Each step of the development of the digital-twin will include specific technical aspects. In addition, we propose for each step of the project several activities to use the intermediate results of the digital-twin to address some of the actual issues of BWC. The draft development strategy including the step-by-step approach is presented below.

#### **1. Inception phase**

During the Inception Phase the draft development strategy will be updated in line with the requirements of BWC, including:

- the required functionality of the digital-twin, in relation to the day-to-day management by BWC of the drinking water distribution network,
- the required sections of the main water distribution network that need to be included in the digital-twin,
- the required training of BWC-staff to be able to use the digital-twin, and
- IT-issues related to the development and implementation of the digital-twin for BWC.

Please refer to Annex B for a detailed proposal on the Inception Phase.

#### **2. Develop WANDA model**

After the Inception Phase, we propose to include the (selected part of the) network in a hydraulic model for pipeline systems. Deltares developed the WANDA software for this purpose. This step would focus on the schematization of the network, on the hydrodynamic formulations, the size and resistance of the pipelines, the capacity of the pumping stations etc. Calibration and validation of the model will be performed on a series of selected (historical) monitoring data as available from BWC.

- Import data from GIS / EPANET
- Import data from Scada
- Develop WANDA model for selected network
- Calibration / validation
- Training on WANDA



Once the WANDA model has been developed, it can be used already to evaluate the efficiency of the pumping stations and the efficiency of the network (using historical data).

- *UseCase-2 and 3: Evaluate / update operation rules / control philosophy*
  - *Steady state calculations (low discharge, average discharge, high discharge)*
  - *Transient calculations (ramp up, pump starts, ramp down)*
- *Analysis for several pumping stations (or the entire network?)*

### **3. Include WANDA in Delft-FEWS (stand-alone)**

Our proposal for the third step of the development of the digital-twin, focusses on the integration of the WANDA model into Delft-FEWS: the Deltares software for operational systems. During this step the focus shifts from the hydrodynamics of pipeline systems to the management of the various data-flows to allow for calculations with WANDA, and the (automatic) generation of the graphs, maps, table according to the needs of the operators of BWC. Step 3 results in a 'stand-alone' version of the digital twin, that operates on an individual computer. It will be possible to create (manual) links to the SCADA system and other databases as well.

- Develop standard connection to Scada system
- Include auto validation, auto correction and interpolation of monitoring data
- Run WANDA and post-processing within Delft-FEWS
- Training on Delft-FEWS and FEWS-WANDA

The stand-alone version of the digital twin FEWS-WANDA developed in step 3 can be used in the day-to-day operation of BWC to prepare a monthly report, or for training purposes.

- *UseCase-1: Visualisation of the functioning of the entire network*
- *UseCase-4: Water quality in the network*
- *UseCase-5: Include Key Performance Indicators*
- *UseCase-6: Scenario analysis based on new water demands (industry/households) and/or climate change (higher demand per inhabitant)*

### **4. Migrate to Client Server FEWS-WANDA**

In the final step 4 the digital-twin FEWS-WANDA will be embedded in the IT architecture of BWC. The final step includes the migration from a 'stand-alone' system on an individual computer to an 'operator-client application' on a centralize server. It will import data, make calculations and generate output automatically, and will allow various staff members to use the system simultaneously. Consequently, this final phase focusses on the required hardware configuration and the handling of firewalls, interaction with webpages, databases etc.

- Hardware installation and configuration
- Configuration of automatic calculations (automatic data import, validation, model runs, postprocessing)
- Export to webservices (and mobile phones)
- Training on IT aspects of FEWS-WANDA

The operator client version of the digital-twin FEWS-WANDA can be used in the real-time management of the network.

- *UseCase-1: Real time visualisation of the functioning of the entire network*
- *UseCase-2: Monthly report of performance / energy use of pumping stations*
- *UseCase-4: Real-time visualisation of water quality*
- *UseCase-5: Real-time visualisation of Key Performance Indicators*

## Annex B. Proposal for the Inception phase of the development of the digital-twin for the main water distribution network of BWC.

During the Inception Phase BWC and Deltares will intensively cooperate to define the requirements of the digital-twin, including:

- the required functionality of the digital-twin, in relation to the day-to-day management by BWC of the drinking water distribution network,
- the required sections of the main water distribution network that need to be included in the digital-twin,
- the required training of BWC-staff to be able to use the digital-twin, and
- IT-issues related to the development and implementation of the digital-twin for BWC.

With the results of the above-mentioned discussions, Deltares will update the draft development strategy (as included in Annex A). The updated development strategy will be the final result of the Inception Phase.

### 1 Which day-to-day issues of BWC can be supported by functionality of the digital-twin?

The added value of a digital-twin for BWC will depend on the integration of the provided technical functionality in the digital-twin into the day-to-day operation of BWC. We propose to discuss in detail during the Inception Phase which functionality is required by BWC to facilitate the day-to-day operation, so Deltares can translate these requirements to the technical specifications of the digital-twin, and include in the workplan the necessary steps to prepare the required functionality.

Up to our experience, it is very helpful to prepare during the Inception Phase a set of 'Use Cases' describing the required functionality related to the day-to-day operation of BWC. These 'Use Cases' can also be instrumental during the Acceptance Phase, to evaluate whether the prepared system provides indeed the functionality to BWC as had been agreed at the beginning of the project.

We propose to discuss in detail the Use-Cases with BWC during the Inception Phase. The discussion would include a meeting with (representatives of) the management of BWC, as well as a meeting with staff members of the Control Room (to discuss the operational issues), and a meeting with staff members from department responsible for issues relevant on longer time scales.

Based on these meetings Deltares will prepare a (draft) memo for BWC with the various discussed Use-Cases and how these could be included in the digital-twin. BWC can review the (draft) memo internally and Deltares will finalize the memo based on the feedback from BWC. The final version of the memo will provide the basic information for the workplan to implement the digital-twin.

*For instance, Use Cases might include - but are not limited to:*

- UC-1: Visualisation of the actual functioning of the network
  - Present to the operators in the control room the actual situation of the water in the network (eg. flow direction, velocity, discharge, pressure) on a map, graph, table.
  - ...

- UC-2: Evaluate / update operation rules / control philosophy of individual pumps or pumping stations
  - Present to the management of BWC the pumping efficiency, energy use etc. over the last week / month, of all pumping stations in a standardized report.
  - Provide functionality to a specific staff member/team of BWC to evaluate with the digital-twin (off-line) if the efficiency of a specific pump/pumping station can be improved by adjusting the set-points of the pumps.
  - ...
- UC-3: Optimization of the functioning of the network
  - Present to the management of BWC the results of a (monthly/yearly) frequency analysis on the use of all pumping station / reservoirs / pipelines in the network in a standardized report.
  - Provide functionality to a specific staff member/team of BWC to evaluate with the digital-twin (off-line) if the operation rules of the various components can be adjusted to improve the interaction of the components within the network?
  - Provide functionality to a specific staff member/team of BWC to evaluate with the digital-twin (off-line) if all components of the present network are still needed, or the network could be simplified to make it more efficient?
  - ...
- UC-4: Control of the water quality by mixing of water from various sources
  - Present the available monitoring data on the water quality (parameters need to be defined) as part of the digital-twin.
  - Provide functionality to the operators in the control room to evaluate the effects of mixing of water from various sources (with various quality) on the quality of the water at various locations in the network.
  - ....
- UC-5: Real-time information on Key Performance Indicators
  - Present to the operators in the control room real-time information on key-performance indicators for discharge, pressure, flow velocity, energy use, pump efficiency, leakage, etc.
  - Provide to the operators in the control room warnings and alarms once a parameter (of key-performance indicator) exceeds a certain pre-defined level
  - ...
- UC-6: Scenario analysis based on new water demands (for industry or households) and/or climate change (less water available / higher demand per inhabitant)
  - Provide functionality to a specific staff member/team of BWC to evaluate with the digital-twin (off-line) the effects of changing boundary conditions on the functioning of the network.
  - Provide functionality to a specific staff member/team of BWC to evaluate with the digital-twin (off-line) the effects of mitigating measures (increase pumping capacity, add new pipeline, increase diameter pipeline) to cope with changing boundary conditions on the functioning of the network.
  - ...

- 2 Which lines / reservoirs / pumping stations need to be included in the digital-twin at this stage?

The entire drinking water distribution network of BWC is very extended and includes pumping stations, reservoirs and pipelines of various diameters, ranging from main pipelines (up to 800 mm) to pipelines serving individual houses. In this phase of the development of the digital twin it is proposed to include the 'main water distribution network'. In the Inception Phase we propose to discuss which part of the entire network is considered as the 'main water distribution network', and needs to be included in the digital-twin.

For instance:

- "critical skeleton network",
- or "skeleton network",
- or all lines > 500mm

We propose to discuss this issue in full detail during a (half day) meeting of BWC and Deltares. Based on a map of the entire network we can select together the relevant pumping stations / pipe-lines / reservoirs / etc. that will be included in the digital twin. The selected part of the entire network will be presented in a new map, and included in the workplan for the implementation of the digital-twin.

- 3 What training / knowledge transfer / capacity building is required to enable BWC staff to use the digital-twin?

Training, knowledge transfer and capacity building will be very relevant to enable BWC-staff members to benefit from the added value of the digital-twin. The outline of the program for training (in the widest context) depends on the present level of knowledge of BWC staff, and the required / desired level of knowledge. We propose to discuss during the Inception Phase with BWC what kind of training is required in the context of the workplan for the implementation of the digital-twin, taking into account the training courses as available on a regular basis in Deltares Academy (see also Academy - Deltares).

The results of the discussion (we expect that a half day meeting on this topic will be enough) will be described in a (short) memo. The memo will provide information for the required training related to the implementation of the digital-twin FEWS-WANDA.

For instance, training might be included - but not limited to:

- WANDA
  - WANDA Basic Course
  - WANDA Advanced Course – Modelling and Analysis
  - WANDA course on Pressure Management and pressure transients
  - Training on design of monitoring in pipeline systems
  - ...
- Delft-FEWS
  - Delft-FEWS Users Course
  - Delft-FEWS Basic / Advanced Configuration Course
  - Delft-FEWS IT management Course
  - eLearning
  - ...

In addition, it should be discussed:

- What would be the right moment for the training course?
- Where/how is the training course organized (Delft, Bratislava, remote, eLearning)

- Who will attend the training course?

Finally, other options for knowledge transfer and capacity building could be discussed, like:

- Participation of BWC in Deltares Software Days / User Community
- Internship of BWC-staff in Deltares
- Guest lectures of Deltares for BWC / University of Bratislava

4 Which possible IT issues require attention (eg. firewalls, maintenance)

For the implementation of the digital-twin FEWS-WANDA in BWC it will be important to tune the system to the standard settings of the IT-environment as present within BWC. For this reason, we propose to include in the Inception Phase a technical meeting with the IT department of BWC to discuss any possible issue.

Relevant points of attention could be – but limited to:

- the organisation of firewalls within BWC,
- the connection to SCADA system,
- the (Siemens) database or other relevant systems,
- the required hardware for the client-server application

The results of the meeting will be used to prepare the workplan for the implementation of the digital-twin (including a description of the required hardware).

5 Update the draft development strategy for Step 2 – 4.

A first outline of development strategy to implement the digital twin is included in Annex A. During the Inception Phase the various actions/tasks of each of the proposed steps will be elaborated in detail, based on the requirements of BWC, as described above.

Deltares will update the draft development strategy (as included in Annex A). The updated development strategy will be the final result of the Inception Phase.

Upon request of BWC, Deltares would be pleased to prepare a detailed proposal for the implementation of the next steps of the project. Deltares could prepare a detailed proposal for Step 2, Step 3 and Step 4, whereas BWC could assign Deltares only to start the implementation of Step 2 (up to Go/NoGo – 2).

## Logistics, Planning and Costs

To implement Step 1 - Inception Phase we would – without any doubt – prefer to travel to Bratislava and discuss all topics mentioned with the various staff members of BWC in the office of BWC. We would also prefer very much to visit the control room of BWC.

However, the present COVID situation does not allow us to travel internationally and we will have to arrange all meetings via internet. The positive side will be that more colleagues from Deltares can participate in the meetings (without having to travel).

Please note that no traveling costs are included in this proposal as we assume that the present COVID situation will not change very soon. However, if international travelling will be possible again, Deltares would be pleased to travel to Bratislava. In case BWC and Deltares agree to adjust the planning in this respect, the associated traveling costs will be invoiced to BWC.



Date  
19 November 2021

Our reference  
11206182-001-HYE-0002

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In the planning below, we assumed to arrange a (video) meeting with BWC and Deltares for each topic. The results of the meetings will be included in draft memo and BWC will be asked to provide their comments/reactions before the memo will be finalized.

We expect that Step 1 – Inception Phase will take about 4 weeks. The project could be implemented in the first months of 2022, based on the requirements of BWC.

	Step 1. Inception phase	working days	costs
1	Functionality	4 days	
2	Network outline	2 days	
3	Training	2 days	
4	IT issues	2 days	
5	Update Development Strategy	2 days	
6	Project management	2 days	
	<b>Total</b>	<b>14 days</b>	<b>€ 21.200</b>

The total costs for the implementation of Step 1 – Inception Phase amount to € 21.200 excl VAT.

The invoice for the payment will be issued after the submission of the final Workplan.

The Standard Conditions for Commissions to Stichting Deltares (version 1.3, July 2016), as filed with the office of the clerk of the Court in The Hague and the Chamber of Commerce for Haaglanden (The Netherlands) shall apply to the commission. Please find enclosed a copy of these Standard Conditions.

This offer is valid until March 31<sup>st</sup>, 2021.

Yours sincerely,

B. van Vossen  
Head of department  
Hydraulics for Infrastructure and Industry