

GRENDEL – Green and efficient Danube Fleet

Work Package 4 – Preparatory Actions

Activity 4.1 – Individual advanced vessel concepts & energy efficient navigation

General Terms and Conditions for Consulting Services

Consulting Service Contract

between

<p>Danubia Kreuzfahrten GmbH Amraser See Straße 56 6020 Innsbruck Austria</p> <p>Authorised person: Dr. Wolfgang Lüftner</p> <p>[hereinafter called “the Contractor”]</p>	<p>and</p>	<p>Klicken oder tippen Sie hier, um Text einzugeben.</p> <p>Authorised person: Klicken oder tippen Sie hier, um Text einzugeben.</p> <p>[hereinafter called “the Supplier”]</p>
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For the contractual relationship between the Contractor and the Supplier, the legal regulations apply according to the following terms and conditions:

1. CONTRACTED SERVICE

The supplier will carry out

- 1.1. a technical study comparing three alternatives for a 110 m model vessel as described in Annex A of the Technical Specification.

- The comparison of the alternatives shall consider
- Technical feasibility of the respective option
- For those alternatives where technical feasibility can be established, total cost of ownership (TCO) over a period of 15 years of operation

Alternatives to be considered:

- Replacement of an existing Caterpillar C32 main engine by a new main engine with NRMM-Stage V-type-certification of comparable power characteristics (reference power, rpm-curve, torque curve). In any case the new main engine has to be selected with a view to the best possible adaptation to the existing gearbox and propulsion unit. If necessary, a replacement of the gearbox has to be represented in the TCO-calculation. The existing propulsion unit shall remain unchanged.

- Replacement of an existing Caterpillar C32 main engine by a diesel-electric propulsion system using a marinised EURO 6-truck engine as a generator set and an electric motor. The existing propulsion unit shall remain unchanged.
- Retrofitting of an existing Caterpillar C32 main engine with exhaust after-treatment systems necessary to achieve NRMM-Stage V-emission levels.

Technical feasibility assessment shall in any case include:

- General arrangement plan of engine room, taking into account all necessary additional equipment (DPF, SCR, Ad-Blue-supply)
- Connections to existing propulsion system as well as to existing supply and exhaust lines shall be respected as far as possible
- Estimation of changes in exhaust emissions and energy consumption
- Access to existing equipment and installations shall be ensured
- No changes to the watertight subdivision of the vessel
- Loss of passenger or crew cabins shall be avoided as far as possible
- Reduction of space concerning other rooms only after approval by Danubia Kreuzfahrten GmbH

Calculation of total cost of ownership shall in any case include:

- Investment costs for replacement/retrofitting
- Operational costs over 15 years based on operational profile (running hours, fuel consumption etc.) to be provided by Danubia Kreuzfahrten GmbH
- Maintenance costs over 15 years, including replacement of Euro-6-truck engine if necessary with a view to expected maximum operating hours
- In case of loss of passenger cabins due to space requirements: loss of income on the basis of data to be provided by Danubia Kreuzfahrten GmbH
- In addition, for alternatives 1 and 2 the estimated cost of time out of service has to be calculated separately, assuming an unanticipated damage of a main engine and setting in motion of replacement procedures on the day of the damage.

1.2. **(OPTION 1)** a second technical report (same characteristics and conditions as above) for a 110 m model vessel with Caterpillar 3508 main engines (see Annex B of the Technical Specification).

- 1.3. **(OPTION 2)** a third technical report (same characteristics and conditions as above) for a 135 m model vessel with Caterpillar C32 main engines (see Annex C of the Technical Specification).
- 1.4. **(OPTION 3)** a fourth technical report (same characteristics and conditions as above) for a 135 m model vessel with Caterpillar 3508 main engines (see Annex D of the Technical Specification).

2. CONTRACTUAL BASIS

The elements of the contractual basis of the Consulting Service shall apply in the following order:

- a) The Consulting Service contract, signed by both parties in a legally binding manner;
- b) The tender conditions;
- c) The offer as submitted by the bidder;
- d) The Technical Specification;
- e) All other tender documents.

3. FINANCIAL MODALITIES

- 3.1. For the contracted services outlined in Clause 1.1 above, a lump sum fee of xx.xxx EUR excl. VAT is set (in words: xxx thousand xxx hundred and xxx Euro). The contracted efforts will be charged in two stages:
 - 50 % of the overall contract value excl. VAT shall be invoiced by the Supplier at the delivery of the draft technical report (see item 3.2)
 - 50 % of the overall contract value excl. VAT shall be invoiced by the Supplier at the delivery of the final technical report (see items 3.4 and 3.5)

4. TIMETABLE

- 4.1. An interim progress report in the form of a Powerpoint-presentation of about 7 – 12 slides for the purpose of presenting the progress of the study at the next available Consortium Meeting of the GRENDel project shall be made available to the Contractor by 30.08.2019.
- 4.2. The draft technical report shall be made available to the Contractor by 27.09.2019.
- 4.3. The Contractor shall give feedback on the draft technical report within seven weeks of receipt.
- 4.4. The comprehensive final technical report shall be made available to the Contractor by 10.01.2020.
- 4.5. Along with the final technical report the Supplier shall provide a publishable report with main facts and lessons learnt which is intended to make up a part of Deliverable 4.1.3 of the GRENDel project.

5. CONDUCT OF THE SERVICES

- 5.1. The Supplier shall ensure that the conduct of the works is to the required standards, is undertaken by the appropriate personnel and is carried out within the financial provisions and the timetable.
- 5.2. All documents of whatever kind compiled during the course of the work will be held at the disposal of the Contractor.

6. OBLIGATIONS OF THE SUPPLIER

- 6.1. The Supplier shall carry out the services as defined in Clause 1.1 and upon the terms and conditions set out in this Consulting Contract.
- 6.2. The Supplier shall exercise reasonable skill, care and diligence in the performance of its obligations under this Consulting Contract.
- 6.3. The Supplier shall comply with all reasonable instructions and directions in relation to the contracted services and/or this Consulting Contract issued to the Supplier by the Contractor's Representative.
- 6.4. The Supplier will provide all necessary equipment for the performance of the contracted services.

7. OBLIGATIONS OF THE CONTRACTOR

- 7.1. The Contractor shall provide the Supplier respective information and assistance:
 - 7.1.1. The Contractor shall provide to the Supplier all data, information and other relevant support needed for the execution of this Consulting Contract. This shall be done within a reasonable time.
 - 7.1.2. The Contractor shall give its decision on all sketches, drawings, reports, recommendations and other matters properly referred to it for decision by the Supplier within a reasonable time.
- 7.2. The Contractor shall pay the Supplier the amounts, within times, at the places and in the currencies agreed in this Consulting Contract.

8. CONFIDENTIALITY

- 8.1. The Supplier will take all necessary steps to ensure that the requirements in respect of the confidentiality and security of information, the protection of intellectual property and copyright arising from the works / contracted services connected to this Consulting Contract are observed by its staff, employees or any other person acting on its behalf who may have the opportunity of acquiring information relating to this Consulting Contract.

- 8.2. The Supplier shall not, during the performance of the services or at any time after expiry or termination of this Consulting Contract, disclose to any person or otherwise make use of any confidential information, which it has obtained or may in the course of this Consulting Contract obtain relating to this Consulting Contract.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Contractor is the owner of any results generated by the work carried out under this Consulting Contract.
- 9.2. The right of disclosure to third parties is only available to the Contractor.

10. AMENDMENTS

Any amendments to the Consulting Contract will be determined by mutual agreement and will be subject to confirmation in writing by both Contracting Parties.

11. DURATION

- 11.1. This Consulting Contract takes effect on the date it has been signed on behalf of both Contracting Parties by an authorised representative of each of them and the work will be deemed to have started on that date.
- 11.2. If any provision of this contract will become ineffective or in-executable after the conclusion of the Consulting Contract, the validity of the remaining provisions shall remain unaffected.

12. COMMUNICATION

Unless otherwise expressly stipulated, all communication between Contracting Parties in connection to the contracted services and this Consulting Contract, both written and oral, shall be in English.

13. SUSPENSION AND TERMINATION

- 13.1. This Consulting Contract can be terminated by either party subject to a period of notice being given that is not less than three months from the date of written notice of such termination. Upon receipt of such notice the Supplier shall take immediate steps to bring the contracted services to a close and to reduce expenditure to a minimum.
- 13.2. If the participation of Danubia Kreuzfahrten GmbH in the GRENDel project is terminated in accordance with the provisions of the Partnership Agreement annexed to the Subsidy Contract Project Code DTP2-052-3.1, then the Contractor may at any time thereafter terminate this Consulting Contract forthwith by notice to the Supplier.
- 13.3. In the event of any breach
- 13.3.1. by the Contractor of the obligations under this Consulting Contract, which the Contractor shall fail to remedy within seven (7) days after receiving notice from the

Supplier specifying the breach and requiring its remedy, then the Supplier may at any time thereafter terminate this Consulting Contract forthwith by notice to the Contractor.

13.3.2. by the Supplier of its obligations under this Consulting Contract, which the Supplier shall fail to remedy within seven (7) days after receiving notice from the Contractor specifying the breach and requiring its remedy, than the Contractor may at any time thereafter terminate this Consulting Contract forthwith by notice to the Supplier.

13.4. If circumstances arise for which the Supplier is not responsible and which make it irresponsible or impossible for it to perform in whole or in part the contracted services in accordance with the Consulting Contract, it shall promptly dispatch a notice to the Contractor in writing.

13.4.1. In these circumstances, if certain contracted services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply, plus a reasonable period, not exceeding one month, for resumption of them.

13.4.2. If the speed of performing certain contracted services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

13.5. Upon termination of this Consulting Contract under Clause 13.1, Clause 13.2 or Clause 13.3.1, or postponement of the contracted services under Clause 13.4, and subject to the obligation of the Supplier to reduce expenditure to a minimum, as stated in Clause 13.1, the Supplier shall be entitled to be paid:

- all amounts which are due to it under this Consulting Contract up to the effective date of such termination or postponement, less the amounts previously paid by the Contractor to the Supplier;
- all costs incidental to the orderly termination of the contracted services; and
- all amount except where termination of the Consulting Contract was caused by breach by the Supplier obligations under this Consulting Contract, in respect of any loss or damage suffered by the Supplier as a direct result.

13.6. Termination of this Consulting Contract howsoever arising shall be without prejudice to the rights and remedies of either Contracting Party in relation to any negligence, omission or default of the other, prior to such termination.

14. APPLICABLE LAW AND COMPETENT COURT

14.1. This Consulting Contract will be subject to Austrian Law.

14.2. The place of jurisdiction for all disputes between the parties arising from the interpretation or application of the provisions of this contract, which cannot be settled amicably, is the court of Vienna, Austria.

15. LIABILITY

15.1. The Supplier shall have sole responsibility for complying with any legal obligations incumbent on him.

15.2. The Supplier guarantees to the Contractor execution of the contracted services as described in Clause 1.1 will be done on time and free of defects.

15.3. The Contractor shall be liable for culpable damage caused by it up to the agreed price. The assertion of claims for damages is excluded for slight negligence.

16. SPECIAL CONDITIONS

No special conditions apply.

Signed on behalf of

The Contractor
Dr. Wolfgang Lüftner

The Supplier
Klicken oder tippen Sie hier, um Text
einzugeben.

Date: _____
Authorised representative
CONTRACTOR

Date: _____
Authorised representative
SUPPLIER