# CONTRACT

# Ref. No 280408/2019-ČRA

Between

**Contract Owner: Czech Republic – Czech Development Agency**

Represented by: Mr. Pavel Frelich - Director

Residence: Nerudova 3, 118 50 Prague 1

Phone.: XXXXXXXXX

E-mail: XXXXXXXXX

Identification number: 75123924

Bank connection: Czech National Bank, Na Příkopě 28, Prague 1

Account number: 0000 – 72929011/0710

(hereafter „ CzDA“)

and

Supplier: Nataša Gospodjinački

Residence: XXXXXXXXX Ljubljana, Slovenia

Phone: XXXXXXXXX

E-mail: XXXXXXXXX

(hereafter „Supplier“)

**mandate contract**

## Subject of the Contract

1. The Supplier hereby undertakes to carry out duly on its liability for CzDA the mandate specified in Article 2 hereof.
2. CzDA hereby undertakes to pay the Supplier duly and in time for the performance of the mandate the agreed remuneration under the terms and conditions laid down by this Contract.
3. The parties have further agreed that this Contract also applies to all other activities and services carried out and provided by the Supplier in connection with the mandate of this Contract.

## mandate

### The Supplier will provide expert services and consultations for the preparations of the cooperation with the European Commission in the framework of the EU Support to the East of Ukraine financed under European Neighbourhood Instrument, in particular:

1. Prepare a concept note for a project contributing to successful implementation of the Result 4.2 of the EU Support to the East of Ukraine according to the demands of CzDA and the European Commission;
2. Introduce all changes and adjustments in the concept note required by the European Commission in the process of its approval;
3. Communicate with the European Commission and other international partners involved in the implementation of the EU Support to the East of Ukraine for the purpose of preparation of the concept note;
4. Communicate with local partners for the purpose of preparation of the concept note;
5. Continuously inform CzDA about the process of preparation of the concept note.

## duration

1. The parties have explicitly agreed that the tasks according to provision 2a) to 2e) must be completed and its outcomes handed over to CzDA no later than 30 July 2019.

## contract price

### The CzDA shall reimburse the Supplier for performance of the mandate the amount of 2520 EURO including VAT.

### The payment will be made in two payments. The first payment of 1512 EUR corresponding to 60 % of the reimbursement will be payed upon the submission and approval of the concept Note by the CzDA and the submission to the European Commission. The second payment of 1008 EUR corresponding to 40 % of the reimbursement will be paid after the acceptance of the concept note by the European Commission.

1. The payments shall be made based on an invoice issued by the Supplier. The invoice for first payment shall be accompanied by the handover protocol. The invoice for second payment shall be accompanied by the handover protocol in case changes and adjustments of the concept note were made.
2. The maturity period is 15 days from the delivery of the invoice to CzDA. The date of payment means the day when the payment is subtracted from CzDA account. The invoice must have all the essentials required of such document. CzDA may return an invoice to the Supplier within the maturity date without making any payment, if the invoice contains incorrect data or if the handover protocol under Article 7 hereof or activity report is not submitted.

## obligations of the Supplier

### The Supplier is obligated to perform duly and in time all its obligations arising from this Contract.

### The Supplier is especially liable for the performance of the mandate in the required quality, within the deadlines specified herein or by CzDA instructions and according to the applicable legal regulations.

### The Supplier is not liable for any delay in the consequence of the CzDA's failure to give assistance under Article 6 hereof.

## obligations of the CzDA

CzDA is obligated to provide to the Supplier full cooperation necessary for the performance of the mandate. Regarded as necessary assistance for the purposes of this Contract is in particular:

1. the provision of all information and materials directly related to the subject-matter of this Contract;
2. the designation of persons to cooperate with the Supplier for the entire time of the performance of the Contract who will be able to comment in a qualified manner on the situations, questions and requirements, if any, connected with the performance of the Contract.

## Acceptance of Work

The parties have agreed that the concept note, its changes and adjustments shall be handed over to CzDA on the basis of a handover protocol signed by both the parties.

**8. Patents, licenses and intellectual property**

* 1. The Supplier undertakes to protect CzDA against all third-party actions for breach of copyright or other intellectual property rights, which might arise out of this Contract.
  2. The Supplier declares that when using information which are subject to intellectual rights of third parties, the Supplier undertakes to identify the source and author with proper citation and not to breach intellectual rights of third parties.

**9. Compensation of Damage, Contractual Penalties**

1. The parties have explicitly agreed that for the purposes of damage compensation under this Contract loss of profits shall not be regarded as damage and therefore none of the parties shall demand any compensation of a loss of profits.

2. The parties have agreed that in the event of Supplier’s delay with due handover of the concept note, its changes and adjustments to CzDA within the deadline specified in Article 3 hereof caused solely by the Supplier shall pay to CzDA a contractual penalty in the amount of EUR 25 for each day of the delay with the fulfilment of this obligation.

## 10. Dispute Resolution

The parties have further agreed that in the event of a dispute or a suspected or actual violation of the terms and conditions hereof they shall at first try in good faith together to settle the matter between themselves and only after this option turns out unproductive, they shall bring the matter before a court with the subject-matter and local jurisdiction.

## 11. Termination of Contract

The effectiveness of this Contract may be terminated:

1. by a written agreement of the parties;
2. either of the parties to this Contract may withdraw from this Contract after having granted the other party in writing a time limit of thirty (30) days for the rectification of identified defects or unfulfilled obligations arising from this Contract if the party which receives such notice fails to rectify the breach within the granted time limit of thirty (30) days which commenced on the day of the delivery of such notice. The Contract is terminated by withdrawal on the day when a written withdrawal notice is delivered to the other party. The parties have explicitly agreed that if the addressee is not reached or refuses to accept the consignment and confirm in writing the acceptance, the consignment shall be deemed delivered on the third day after its deposition;
3. CzDA may withdraw from this Contract without stating a reason. The notice period is fifteen days and commences upon the delivery of the notice to the Supplier;
4. cancellation of the mandate by CzDA.

## 12. General and Final Provisions

1. The parties declare that this Contract is entered into between them genuinely and freely, not in duress or under noticeably disadvantageous conditions.

2. Should this Contract have any legal defects, in particular if any of its provisions is in conflict with valid legal regulations, which might result in a situation when this Contract is deemed invalid, such provision shall be regarded as separate (and therefore separately invalid) and the Contract shall be viewed as if it has never contained such provision.

3. Unless explicitly agreed otherwise in this Contract, the relationships between the parties under this Contract shall be governed by the legal regulations valid in the Czech Republic. The parties agree that the local court is the general court of CzDA.

4. This Contract may only be changed by a numbered written amendment signed by the authorized agents of both the parties.

5. Neither party is liable for any delay or non-performance due to circumstances beyond its control.

6. This Contract constitutes an entire agreement between the parties and substitutes all prior agreements, arrangements and communications regarding the work. No other agreements, declarations, guarantees or other matters, whether oral or written, shall be deemed binding on the said parties in connection with the subject-matter of this Contract.

7. All notices and other communications delivered under this Contract must be made in writing and they become effective upon their delivery to the relevant party to the address specified in the heading of this Contract.

8. This Contract is drawn up in four counterparts and each party shall receive two counterparts.

9. The parties are aware of the fact that this Contract will be published in the Register of Contracts under Act no. 340/2015 Coll., on Register of Contracts because CzDAt is a person obligated under this act, and the parties agree with the publication. CzDA agrees to arrange the publication within 30 days from the signature of this Contract by both parties.

10. The Contract becomes valid on the day of its signature and effective upon its publication in the register of contracts.

For and on behalf of CzDA For and on behalf of the Supplier

Signed in on Signed in on

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