

CONTRACT for Consultancy Services for CEF Action No. 2014-EU-TM-0217-S

between

EEIG “North Sea - Baltic Rail Freight Corridor” EZIG, 74 Targowa St., 03-734 Warsaw, Poland
Court of registration and registration no. of the organization: District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, KRS (registration) number 0000603675, NIP PL 1132903811,
represented by: Weronika Karbowskiak
hereinafter referred to as the “**EEIG**”,

and

Správa železniční dopravní cesty, státní organizace

State Enterprise

IČO 70994234

Dlážděná 1003/7

Czech Republic -110 00 PRAHA 1

Court of registration and registration no. of the organization: Entry in the commercial register Municipal Court in Prague, section A, enclosure 48384,

represented by: Jiří Svoboda, general director

hereinafter referred to as “**Contractor**”,

jointly referred to as the “**Parties**” and individually as “**Party**”.

Definitions:

- 1.** The Regulation – the Regulation (EU) No 913/2010 of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight;
- 2.** The Grant Agreement – Grant Agreement concluded with the Innovation and Networks Executive Agency (INEA) under the Connecting Europe Facility (CEF) - Transport Sector, Agreement No INEA/CEF/TRAN/M2014/1045908 signed on 27th of November 2015 and amended by Amendment no 1 to Agreement INEA/CEF/TRAN/M2014/1045908 signed on the 5th of October 2017 in order to implement the Action entitled “Establishment of Rail Freight Corridor “North Sea – Baltic” and its further development aiming at improving conditions for international freight transport”, Action No 2014-EU-TM-0217-S.

Whereas:

(a) the EEIG is an European Economic Interest Grouping between various railway infrastructure managers in the European Union;

(b) the Contractor is the railway infrastructure manager in Czech Republic, as well as member of the EEIG;

(c) the EEIG was set up by its members to fulfil the obligations of the Management Board of the Corridor according to the Regulation;

(d) In order to pursue its activities, the EEIG requires the provision of consultancy services with relation to the activities of the infrastructure management in Czech Republic, as performed by Správa železniční dopravní cesty, státní organizace, as required by the Regulation. It is agreed that the Contractor is the only provider for such services.

Article 1

Subject of the contract

1. The subject of this contract is primarily consultancy services exclusively performed by the Contractor for the EEIG in order to ensure the fulfilment of the EEIG obligations under the Regulation and obligations under the Grant Agreement Activity 1.
2. The Contractor will render the above consultancy services by designated experts. All of these services are exclusively dedicated to the EEIG for the action entitled “Establishment of Rail Freight Corridor “North Sea – Baltic” and its further development aiming at improving conditions for international freight transport”, Action No 2014-EU-TM-0217-S, for which the EEIG is the beneficiary.
3. The consultancy services are among other performed in joint meetings (MB, special working groups, infrastructure managers’ internal coordination meetings, communication etc.), some of which are documented by minutes and attendance lists. The preparation and post-processing of these meetings, including all connected in-house work and ancillary services, is also part of the above mentioned consultancy services.

Article 2

Volume of the contract

1. This contract is limited to a financial volume of EUR 90 000 net.
2. The sum on the Invoice for the consultancy services will not exceed the limit indicated in point 1 above.

Article 3

Integral part of the contract

Integral parts of this contract are:

- Annex 1: Overview of the costs incurred under the Contract for consultancy services
- Annex 2: Excerpts from the Grant Agreement.

Article 4

Remuneration, ancillary expenses, taxes

1. The consultancy services referred to in article 1.1 are to be remunerated according to the actual hours worked under this contract.
2. The Contractor declares that the cost of the work time charged is in accordance with the general payment scheme applicable in the company respectively in the country in which the Contractor has its permanent seat.
3. Ancillary expenses, including daily allowance costs incurred in accordance with the laws of the Member State, travel and accommodation expenses and out-of-pocket expenses, as well as ancillary services referred to in article 1.3, which are not comprised in the cost of the work time stated in paragraph 1, can be additionally charged by the Contractor to the EEIG. Costs shall have a clear relation to the activities and services referred to in Article 1 of this contract.
4. On request, the Contractor shall prove that the services rendered and the costs charged for this are exclusively dedicated to the objectives of the EEIG under the CEF Action No 2014-EU-TM-0217-S.
5. Costs not accepted by INEA as eligible will be fully to the burden of the Contractor and the EEIG may require reimbursement of these costs.

Article 5

Commercial procedures, invoices and terms of payment

1. The above mentioned services are provided by designated experts. The amount of services actually provided to the EEIG by the Contractor has to be documented on the basis of the Overview (see Annex 1).
2. The services performed by the Contractor during the overall duration of the contract shall be invoiced to the EEIG. The invoice should make reference to Activity 1 of the Grant Agreement.
3. Invoices must be made in EUR.
4. The Contractor will set up the invoice in a transparent manner.
5. The Contractor shall issue an invoice for its costs that are eligible under Article II.19 of the Grant Agreement.

6. The Contractor shall invoice the EEIG on a yearly basis. The Contractor shall issue an invoice to the EEIG by the end of January that follows the year of consultancy service. Corrective invoices are possible.
7. The EEIG shall pay such invoice within 7 days upon receipt of the invoice. The moment of receipt of payment shall be deemed as the moment of payment of the invoice.
8. In the event of a delay in payment, the EEIG will be charged with statutory interest.
9. The invoice shall include as a minimum:
 - a) Parties names and addresses;
 - b) the specification of the national fiscal code issued by the tax office and/or the VAT ID number;
 - c) Invoice date and number;
 - d) the extent and nature of the services rendered;
 - e) VAT N/A (Not applicable), Reverse Charge (Transfer of the tax liability to the recipient);
 - f) net amount;
 - g) the number of the CEF Action: 2014-EU-TM-0217-S;
 - h) the service period.
10. Payments will be exclusively made by bank transfer to the following account:

IBAN: CZ74 0710 0345 3400 0130 3011

BIC: CNBACZPP

Bank: ČNB
11. Should the invoice not be submitted in accordance with the provisions of point 9 above, the delay in the processing time shall be borne by the Contractor.

Article 6 Warranty

The Contractor represents and warrants that:

- 1) it will perform the services in good faith, with reasonable care and skill;
- 2) the services and the materials (as defined below) provided to the EEIG under this contract will not infringe or violate any right of any third party, including these of Members or Partner of the EEIG.

Article 7 Intellectual Property Rights

1. Any material realised by the Contractor for the EEIG as part of the services shall be deemed to be the intellectual property rights of the EEIG.

2. If any third party intellectual property rights are used in the material, the Contractor shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the service and the EEIG.
3. “Material” shall mean the materials, in whatever form, used by the Contractor to provide the services and the products, systems, programs or processes, in whatever form, produced by the Contractor pursuant to this contract.

Article 8

Confidentiality

1. Unless required by law, the Contractor and EEIG ensure confidential nature of information, and do not disseminate it, pass it on to third parties or use it without prior consent of the other Party. IT systems used for the purpose of the services provided by the Contractor must ensure the necessary data security. Both parties shall use the same degree of care as they use with regard to their own confidential information to prevent disclosure, use or publication of the disclosing parties’ confidential information.
2. Confidential information means any information (whether oral, written or in electronic form) about one of the Parties (including companies affiliated with one of the Parties) and their respective businesses (including, without limitation, its assets, liabilities, financial position, employees, products, suppliers and customers) that the parties have supplied to each other.

Article 9

Compliance with Grant Agreement

1. Whereas the EEIG is the beneficiary of the Grant Agreement, the provisions of the Grant Agreement applicable to the beneficiary shall apply *mutatis mutandis* to the Contractor.
2. Within the meaning of Annex 2, the Contractor shall cooperate with the EEIG, notably in case of checks or audits of the European Commission, INEA or any other authorized entity. Where the EEIG is required to deliver or correct any documents, and notably financial statement or reports, the Contractor is accordingly required to deliver such documents – wholly or in part – to the extent it possesses the relevant information.

Article 10

Duration

1. All consultancy services of this contract have to be performed between 1st January 2019 and 31st December 2019. Services outside this timeframe will neither be accepted nor be remunerated by the EEIG.
2. This contract shall become effective by the time the document, both parties signed, has been published in the register by the way due to the act of the Czech Republic no 340/2015 Coll. It shall apply to all services rendered by the Contractor during the period mentioned in point 1 above, with validity from 01.01.2019.

Article 11

Applicable law / Disputes

1. The applicable law to the Contract is Polish Law.
2. Should a dispute between the Parties arise from the Contract, the Parties will endeavor to find a solution in an amicable way. The Parties shall use all possible measures to solve disputes before referring to the Court.
3. Should the compromise not be possible disputes arising from the Contract shall be settled by court having jurisdiction over the EEIG registered seat.

Article 12

Miscellaneous

1. No amendment, change or modification of this Contract shall be valid unless in writing signed by the Parties hereto.
2. Neither Party shall assign or transfer all or any part of its rights under this Contract without the consent of the other Party.
3. Neither Party shall be liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond its reasonable control.
4. Should any provision of this contract be or become partly or entirely invalid or unenforceable, this shall not affect the validity of the remaining provisions. The respective provision shall be replaced by the Parties by a valid or enforceable provision which comes as close as possible to the original intent and purpose. The same shall apply if the contract regulations prove to be incomplete.
5. This Contract is drawn up and signed in 2 counterparts in English, one copy for each Party.

Article 13

Annexes

1. Overview of the costs incurred under the Contract for consultancy services.
2. Excerpts of the Grant Agreement.

Warsaw, 19. 8. 2019

Prague, 8. 8. 2019

.....
Date, Place Signature EEIG

.....
Date, Place Signature Contractor

ANNEX 1

Overview of the costs incurred under the Contract for Consultancy Services

referring to Activity 1

of the Grant Agreement No INEA/CEF/TRAN/M2014/1045908 and amended by Amendment no 1 in order to implement Action entitled “Establishment of Rail Freight Corridor “North Sea – Baltic” and its further development aiming at improving conditions for international freight transport”, Action No 2014-EU-TM-0217-S.

of Správa železniční dopravní cesty, státní organizace
2019

1. Work of designated experts

	Surname and name of expert (or Expert's identification number)	Number of hours of the expert work	Hourly rate [EUR] IF APPLICABLE	Price for the expert's work [EUR]	Cost of the travel expenses [EUR]	Total amount (price for the expert's work and travel costs) [EUR]
1.						
2.						
(...)						
SUM						

2. Other costs

	Other costs - description of the cost	Cost [EUR]
1.		
2.		
(...)		
SUM		

TOTAL SUM of the invoice [EUR]	
---------------------------------------	--

/For those IMs who use other currency than EUR/ Conversion rate of EUR is provided below.

1EUR= 0,0000 XXX

Basis: XXX

ANNEX 2

Excerpts of the Grant Agreement

INEA is referred to as “Agency” and the EEIG is referred to as “beneficiary”

Other relevant provisions of the Grant Agreement that are necessary for implementation of the Action may also apply.

ARTICLE II.3 – LIABILITY FOR DAMAGES

II.3.1 The Agency shall not be held liable for any damage caused or sustained by any of the beneficiaries, including any damage caused to third parties as a consequence of or during the implementation of the action.

II.3.2 Except in cases of force majeure, the beneficiaries shall compensate the Agency for any damage sustained by it as a result of the implementation of the action or because the action was not implemented or implemented poorly, partially or late.

ARTICLE II.4 - CONFLICT OF INTERESTS

II.4.1 The beneficiaries shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (“conflict of interests”).

II.4.2 Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to the Agency, in writing, without delay. The beneficiaries shall immediately take all the necessary steps to rectify this situation. The Agency reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

ARTICLE II.5 – CONFIDENTIALITY

II.5.1 The Agency and the beneficiaries shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.

II.5.2 The beneficiaries shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the Agency in writing.

II.5.3 The Agency and the beneficiaries shall be bound by the obligations referred to in Articles II.5.1 and II.5.2 during the implementation of the Agreement and for a period

of five years starting from the payment of the balance, unless:

- (a) the party concerned agrees to release the other party from the confidentiality obligations earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

ARTICLE II.7 – VISIBILITY OF UNION FUNDING

II.7.1 Information on Union funding and use of European Union emblem

Unless the Agency requests or agrees otherwise, any communication or publication related to the action, made by the beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall indicate that the action has received funding from the Union and shall display the European Union emblem.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer to the beneficiaries a right of exclusive use. The beneficiaries shall not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the beneficiaries are exempted from the obligation to obtain prior permission from the Agency to use the European Union emblem.

II.7.2 Disclaimers excluding Agency responsibility

Any communication or publication related to the action, made by the beneficiaries jointly or individually in any form and using any means, shall indicate that it reflects only the author's view and that the Agency is not responsible for any use that may be made of the information it contains.

ARTICLE II.8 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

[.....]

II.8.3 Rights of use of the results and of pre-existing rights by the Agency

Without prejudice to Articles II.1.1, II.3 and II.8.1, the beneficiaries grant the Agency the right to use the results of the action for the following purposes:

- (a) use for its own purposes, and in particular, making available to persons working for the Agency, Union institutions, other Union agencies and bodies and to Member States' institutions, as well as copying and reproducing in whole or in part and in unlimited number of copies;
- (b) distribution to the public, and in particular, publication in hard copies and in electronic or digital format, publication on the internet, including on the Europa website, as a downloadable or non-downloadable file, broadcasting by any kind of technique of transmission, public display or presentation, communication through press information services, inclusion in widely accessible databases or indexes;
- (c) translation;
- (d) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (e) storage in paper, electronic or other format;
- (f) archiving in line with the document management rules applicable to the Agency;
- (g) rights to authorise or sub-licence the modes of exploitation set out in points (b) and (c) to third parties.

Additional rights of use for the Agency may be provided for in the Special Conditions.

The beneficiaries shall warrant that the Agency has the right to use any pre-existing industrial and intellectual property rights, which have been included in the results of the action. Unless specified otherwise in the Special Conditions, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the action.

Information about the copyright owner shall be inserted when the result is divulged by the Agency. The copyright information shall read: "© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the Innovation and Networks Executive Agency under conditions."

ARTICLE II.9 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION

II.9.1 Where the implementation of the action requires the procurement of goods, works or services, the beneficiaries shall award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, they shall avoid any conflict of interests.

The beneficiaries shall ensure that the Agency, the Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors may exercise their rights under Article II.27 also towards the contractor. [.....]

II.9.3 The beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiaries shall ensure that any procurement contract contains provisions stipulating that the contractor has no rights vis-à-vis the Agency under the Agreement. [.....]

ARTICLE II.19 – ELIGIBLE COSTS

II.19.1 Conditions for the eligibility of costs

"Eligible costs" of the action are costs actually incurred by the beneficiary which meet the following criteria:

(a) they are incurred in the period set out in Article 2.2, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article II.23.2.

Costs of contracts for goods, works or services or of subcontracts are considered to be incurred when the contract or subcontract (or a part of it) is executed, i.e. when the goods, works or services (including studies) are supplied, delivered or provided;

(b) they are indicated in the estimated budget of the action set out in Annex III;

(c) they are incurred in connection with the action as described in Annex I and are necessary for its implementation; in particular, for the costs of contracts for goods, the goods are supplied in a Member State or in any other countries where the action is implemented as described in Annex I; for the costs of contracts for works, the works are delivered in a Member State or in any other countries where the action is implemented as described in Annex I; for the costs of contracts for services (including studies), the services provided concern a Member State or any other countries where the action is implemented as described in Annex I;

(d) they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and with the usual cost accounting practices of the beneficiary;

- (e) they comply with the requirements of applicable tax and social legislation; and
- (f) they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency.

II.19.2 Eligible direct costs

"Direct costs" of the action are those specific costs which are directly linked to the implementation of the action and can therefore be attributed directly to it. They may not include any indirect costs.

To be eligible, direct costs shall comply with the conditions of eligibility set out in Article II.19.1.

In particular, the following categories of costs are eligible direct costs, provided that they satisfy the conditions of eligibility set out in Article II.19.1 as well as the following conditions:

- (a) the costs of personnel working under an employment contract with the beneficiary or an equivalent appointing act and assigned to the action, comprising actual salaries plus social security contributions and other statutory costs included in the remuneration, provided that these costs are in line with the beneficiary's usual policy on remuneration; those costs may also include additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used;

The costs of natural persons working under a contract with the beneficiary other than an employment contract may be assimilated to such costs of personnel, provided that the following conditions are fulfilled:

- (i) the natural person works under the instructions of the beneficiary and, unless otherwise agreed with the beneficiary, in the premises of the beneficiary;
 - (ii) the result of the work belongs to the beneficiary; and
 - (iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the beneficiary;
- (b) costs of travel and related subsistence allowances, provided that these costs are in line with the beneficiary's usual practices on travel;
 - (c) the full costs of purchase of equipment and other assets shall be eligible, provided that they are treated as capital expenditure in accordance with the tax and accounting rules applicable to the beneficiary and are recorded in the fixed assets account of its balance sheet and if the asset has been purchased in accordance with Article II.9.1.

The costs of rental or lease of equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

- (d) costs of consumables and supplies, provided that they are purchased in accordance with the first subparagraph of Article II.9.1 and are directly assigned to the action;
- (e) costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with the first subparagraph of Article II.9.1;
- (f) costs entailed by service contracts, including costs of environmental studies on the protection of the environment and on compliance with the relevant Union law, provided that the corresponding services are purchased in accordance with the first subparagraph of Article II.9.1 and costs entailed by subcontracts within the meaning of Article II.10, provided that the conditions laid down in Article II.10.2 are met;
- (g) costs of financial support to third parties within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 or II.11.2 are met;
- (h) duties, taxes and charges paid by the beneficiary, notably non-deductible value added tax (VAT), provided that they are included in eligible direct costs, and unless specified otherwise in the Agreement.

II.19.3 Indirect costs

"Indirect costs" of the action are those costs which are not specific costs directly linked to the implementation of the action and can therefore not be attributed directly to it. They may not include any costs identifiable or declared as eligible direct costs.

Indirect costs shall not be eligible.

II.19.4 Ineligible costs

In addition to any other costs which do not fulfill the conditions set out in Article II.19.1, the following costs shall not be considered eligible:

- (a) return on capital;
- (b) debt and debt service charges;
- (c) provisions for losses or debts;
- (d) interest owed;

- (e) doubtful debts;
- (f) exchange losses;
- (g) costs of transfers from the Agency charged by the bank of a beneficiary;
- (h) costs declared by the beneficiary in the framework of another action receiving a grant financed from the Union budget (including grants awarded by a Member State and financed from the Union budget and grants awarded by other bodies than the Commission for the purpose of implementing the Union budget); in particular, indirect costs shall not be eligible under a grant for an action awarded to a beneficiary which already receives an operating grant financed from the Union budget during the period in question;
- (i) contributions in kind from third parties;
- (j) excessive or reckless expenditure;
- (k) deductible VAT;
- (l) costs of land and building acquisition (including expropriation costs).

ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION

II.27.1 Technical and financial checks, audits, interim and final evaluations

The Commission or the Agency may carry out technical and financial checks and audits in relation to the use of the grant. It may also check the statutory records of the beneficiaries for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided in the framework of checks or audits shall be treated on a confidential basis.

In addition, the Commission or the Agency may carry out interim or final evaluation of the impact of the action measured against the objective of the Union programme concerned, in order to assess whether the objectives, including those relating to environmental protection, have been attained.

Checks, audits or evaluations made by the Commission or the Agency may be carried out either directly by its own staff or by any other outside body authorized to do so on its behalf.

Such checks, audits or evaluations may be initiated during the implementation of the Agreement and for a period of five years starting from the date of payment of the balance. This period shall be limited to three years if the maximum amount specified in Article 3 is not more than EUR 60 000.

The check, audit or evaluation procedure shall be deemed to be initiated on the date of receipt of the letter of the Commission or the Agency announcing it.

II.27.2 Duty to keep documents

The beneficiaries shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalized originals when they are authorized by their respective national law and under the conditions laid down therein, for a period of five years starting from the date of payment of the balance.

This period shall be limited to three years if the maximum amount specified in Article 3 is not more than EUR 60 000.

The periods set out in the first and second subparagraphs shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case referred to in Article II.27.7. In such cases, the beneficiaries shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.

II.27.3 Obligation to provide information

The beneficiaries shall provide any information, including information in electronic format, requested by the Commission or the Agency, or by any other outside body authorized by it in the framework of a check, audit or evaluation.

In case the beneficiary does not comply with the obligations set out in the first subparagraphs, the Commission or the Agency may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.4 On-the-spot visits

During an on-the-spot visit, the beneficiaries shall allow Commission or Agency staff and outside personnel authorized by the Commission or the Agency to have access to the sites and premises where the action is or was carried out, and to all the necessary information, including information in electronic format.

They shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

In case a beneficiary refuses to provide access to the sites, premises and information in accordance with the first and second subparagraphs, the Commission or the Agency may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.5 Contradictory audit procedure

On the basis of the findings made during the audit, a provisional report (“draft audit report”) shall be drawn up. It shall be sent by the Commission or the Agency or its authorized representative to the beneficiary concerned, which shall have 30 days from the date of receipt to submit observations. The final report (“final audit report”) shall be sent to the beneficiary concerned within 60 days of expiry of the time limit for submission of observations.

II.27.8 Checks and inspections by OLAF

The European Anti-Fraud Office (OLAF) shall have the same rights as the Commission and the Agency, notably right of access, for the purpose of checks and investigations.

By virtue of Council Regulation (Euratom, EC) No 2185/96¹ of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU) No 883/2013² of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities.

Where appropriate, OLAF findings may lead to recovery by the Agency. They may also lead to criminal prosecution under national law.

II.27.9 Checks and audits by the European Court of Auditors

The European Court of Auditors shall have the same rights as the Agency and the Commission, notably right of access, for the purpose of checks and audits.

¹ OJ L 292, 15.11.1996, p.2

² OJ L 248, 18.09.2013, p.1

Ověřovací doložka změny datového formátu dokumentu podle § 69a zákona č. 499/2004 Sb.

Doložka číslo: 374188

Původní datový formát: application/pdf

UUID původní komponenty: c9b6d981-e2ce-4848-953f-82309e140187

Jméno a příjmení osoby, která změnu formátu dokumentu provedla:

System ERMS (zpracovatel dokumentu Alena TVRDÁ)

Subjekt, který změnu formátu provedl: Správa železniční dopravní cesty, státní organizace

Datum vyhotovení ověřovací doložky: 22.08.2019 13:45:02



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