



908/20

**CONTRACT**  
**on the provision of services**

concluded in accordance with the provisions of Section 1746, paragraph 2 of Act No. 89/2012 Coll., the Civil Code, as amended,

and

entered into by and between:

**VYSOČINA REGION**

VAT: CZ708907499

Žižkova 57

587 33 Jihlava, Czech Republic

(hereinafter referred to as the "**Region**")

represented by: Jiří Běhounek, President of the Region

Contact person: Klára Jiráková, IT Department

and

**VANJA PAJIC**

VAT: 08973886436

Address: IX POZARINJE 13, 10000 ZAGREB, CROATIA

Citizenship: CROATIAN

Bank institution: PRIVREDNA BANKA ZAGREB d.d, RADNICKA CESTA 50, ZAGREB, CROATIA

Account holder: VANJA PAJIC

BIC: PBZGHR2X

IBAN: HR4423400093101003204

(hereinafter referred to as "**Contractor**"),

have agreed as follows:

**I.**

**Object of the contract**

1. The object of this Contract is the arrangement of the conditions of providing legal and management services of the Contractor specified below based on the requests of the Region.
2. The Services under paragraph 1 shall be delivered by the Contractor on the basis of individual orders delivered by the Region to the Contractor (hereinafter referred to as "Orders").



## **II. Responsibilities and obligations**

1. The Contractor undertakes to deliver all the agreed services with due professional care and in the best quality.
2. The Region undertakes to provide the Contractor with necessary co-operation, including all necessary documentation and information in due time.
3. The Contractor shall perform the following activities:
  - a. providing consultation services to the Region on EU legislation regarding cross-border eHealth issues,
  - b. acting as the representative of Vysočina Region (Czech Republic) in the eHDSI Legal Work Group established by the eHMSEG,
  - c. acting as the leader and co-ordinator of the Legal Work Group (LWG) on behalf of Vysočina Region,
  - d. organization of meetings of the group, including teleconferences and face-to-face meetings,
  - e. co-ordinating the outputs of the LWG to the member states and the rest of the eHDSI Community,
  - f. reporting on the LWG activities to the eHMSEG
  - g. interaction and collaboration with relevant eHMSEG members, especially with its task forces and work groups.
  - h. participation in any other eHDSI-related activities necessary, in consultation with eHMSEG chairs or if requested by the Region.

## **III. Confidentiality Obligation**

1. Contractor shall keep strictly confidential all business matters, internal business relations or results as well as all project internal matters which come to his knowledge during his activities for the Region. This obligation survives the termination of this Contract and applies towards third parties, unless these secrets must be disclosed to them for business reasons; otherwise the Contractor shall be liable for damages regardless of fault. The obligation of secrecy does not apply if the Contractor is obliged by law to disclose information to any authorities.
2. Contractor shall be obliged to return to the Region at his own initiative no later than upon termination of this Contract all documents, printed matters, records and project papers entrusted to him as well as all other results of his activities. Contractor must not retain any copies of the aforementioned documents, printed matters, records and project papers.

## **IV. Remuneration**

3. The agreed rate for 1 hour of providing the agreed services is EUR 30. The maximum billable daily rate for an eight hour working day is EUR 240 (excl. VAT).



4. The Contractor is obliged to keep time records for the numbers of hours worked performing the activities listed above, by using the enclosed "Timesheet" as given in Annex I to this Contract.
5. After having performed the activities assigned in article II, the Contractor shall complete and sign the "Timesheet" (see Annex I to this Contract) for the respective previous period. After confirmation of the accuracy of the given data regarding the Contractor's performance by the Contact Person of the Region, the Contractor shall arrange the submission of the duly completed and signed "Timesheets" together with an invoice to the Region. For final approval of the Contractor's performance by the Principal handwritten or digital signature of the "Timesheets" by the Contractor is required.
6. Invoicing shall be done by the Contractor every month starting with 1st March 2020.
7. Upon receiving and approving the "Timesheets" and the related invoice for the hours worked for each task within the previous month, the Principal shall pay the invoiced amount to the Contractor.
8. The Region shall pay the price on the ground of the invoice issued by the Contractor. The payment shall be paid via bank transfer to the Contractor's bank account. The invoice is payable within 15 days after its delivery to the Contact Person of the Region. The invoice must include all required elements of a tax document pursuant to Act No. 235/2004 Coll., on the Value Added Tax, as amended. The Region is entitled to return the invoice before the expiry of the payment deadline if the invoice does not contain all the requisite elements or if it contains any incorrect information. Upon the legitimate return of an incorrect invoice, the original payment period ceases to run. The corrected or revised invoice shall include a new payment period.
9. The Contractor as a foreign taxable person must not charge any Value Added Tax (VAT).
10. According to Article 262 of the Council Directive 2006/112/EC every taxable person must submit recapitulative statements. It is the Contractor's duty to comply with this requirement.
11. A maximum total amount for the Contractor's remuneration of EUR 14.400,00 excluding VAT for the entire work and effort, including the costs resulting from this cooperation, such as
  - a. office and material expenses,
  - b. costs for necessary number of copies, transportation.



12. The payments and amounts hereunder shall be net payments. Therefore only the net amount charged shall be transferred. Based on the "Reverse Charge System" according to Article 196 of the Directive 2006/112/EC, the Principal as the recipient of the supply has to withhold the VAT due for the supply and transfer it to the competent tax office.

#### **V. Reimbursement of Travel Expenses and Disbursements, Benefits**

1. Travel costs incurred in performing its tasks can only be accepted in accordance with the specific rules for accepting travel costs set out in Annex II to this Contract.
2. The reimbursement of travel expenses shall be calculated according to the Rules on Reimbursement of Expert's Expense applied in terms of EU funded projects ([https://ec.europa.eu/regional\\_policy/sources/tender/pdf/2012009/experts.pdf](https://ec.europa.eu/regional_policy/sources/tender/pdf/2012009/experts.pdf)).
3. Any participation in meetings related to eHDSI Legal Work Group requires prior approval of the Region.

The Contractor shall complete, sign and send the Excel form "Travel Costs Subcontractor" (see Annex II to this Contract) together with corresponding copies of invoices and other supporting documents to the Region.

#### **VI. Penalties**

1. If the Region is late with payment of any invoice issued by the Contractor pursuant to Article III thereof, the Contractor is entitled to claim a late payment interest penalty of 0.05% of the outstanding price each day of the delay.

#### **VII. Term of the Contract**

1. The Term of the Contract is one year from the signature of the Contract by both parties.
2. The Contract may be terminated by written notice without any justification. The notice period shall be one month and begins to run from the first day of the calendar month following the delivery of the notice to the other Contract Party.

#### **VIII. Final arrangements**

1. The Parties agree that this Contract and all legal relationships arising from it shall be governed by Czech Law, particularly the Civil Code (Law No. 89/2012 Coll).
2. Concerns will be dealt with primarily by agreement. If no amicable settlement is reached, then the matter will be referred to the competent General Court of the Czech Republic for decision.

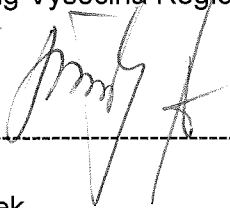


3. If any provision is found to be invalid, ineffective or incomplete, it shall not affect the validity or effectiveness of the other provisions of the Contract. The Contracting Parties shall, by written agreement, replace this provision with such an adjustment of the contractual relationship as is most closely related to the purpose of the Contract and its intent.
4. This Agreement may be amended solely by the agreement of the Region and the Contractor in the form of written numbered Amendments to this Agreement, signed by the authorized representatives of the Contracting Parties.
5. This Agreement is drawn up in duplicate with the original of which each of the Contracting Parties shall receive one.
6. The Agreement shall enter into force and effect on the date of its signature by both Contracting Parties.
7. The selection of the Contractor was made in accordance with the Rules of the Council of the Vysočina Region for the Public Procurement No. 7/17 of 15 May 2017.
8. This contract comes into force on the day of signing the contract by authorized representatives of both contracting parties and becomes effective on the day of publication in the public administration information system – Register of Contracts. The contracting parties agree that the contract will be published in the Register of Contracts by the Region, while the Contractor agrees with publishing of the entire text of the contract, including signatures.
9. Both Contracting Parties declare that they have read the Agreement before signing it, that it agrees with its contents and that it has not been negotiated in distress and under considerably unfavorable conditions. To prove this, the representatives and the persons in charge attach their own signatures.

Signatures of the Contracting parties:

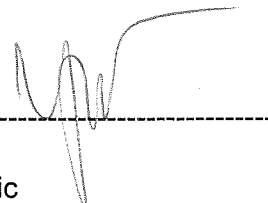
13. 2. 2020

Representing Vysočina Region:



Jiří Běhounek

Representing the Contractor:



Vanja Pajic