
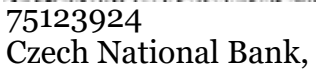






REF. NO. 281259/2020-ČRA

**AMENDMENT NO. 1
TO CONTRACT REF. No. 281563/2019-ČRA**

BETWEEN

CONTRACT OWNER: **CZECH REPUBLIC – CZECH DEVELOPMENT AGENCY**
Represented by: Mrs. Štěpánka Litecká – Director
Registered office: Nerudova 3, 118 50 Prague 1
Contact person: Mr. Tomáš Daníček
Phone.: 
E-mail: 
Company ID no.: 75123924
Bank connection: Czech National Bank, Na Příkopě 28, Prague 1, Czech Republic
Account number: 0000 – 72929011/0710
(hereafter “CzDA”)

and

Supplier: **HY-Engineering PLC**
Represented by: Mr. Henok Tsegaye Tadese – General Manager
Registered office: Hawassa city, Tabore sub city, Hitata kebele, P.O. Box 538
Tax ID no.: 0057735915
Bank connection: Berhan International Bank (S.C.), Hawassa Branch, P.O. Box 387, Code 1110
Account number: 1130060024605
SWIFT code: BERHETAA
Contact person: Mr. Henok Tsegaye Tadese
Phone: 
E-mail: 

(hereafter the „Supplier“)



1. INTRODUCTORY PROVISIONS

The Supplier and the Czech Development Agency (CzDA) have entered into the mandate contract on the 18th of December 2019, contract no. 281563/2019-ČRA, (hereafter “Contract”). In the Contract, the Supplier has undertaken to perform the mandate of expert consultations in the framework of the public contract “Establishment of Sustainable Drinking Water Supply System in Hawassa Zuriya woreda”.

2. SUBJECT MATTER OF THE AMENDMENT

1. Due to a change of the bank account on the part of the Supplier, the Supplier and the CzDA have agreed on changing of the provisions of the Article 4 of the Contract as follows:

4. CONTRACT PRICE

- 4.1. *The parties have agreed that CzDA shall pay the Supplier for the performance of the mandate remuneration in the amount of USD 1391,50 per 1 site inspection and respective report, including VAT. So agreed remuneration also covers all the costs arising for the Supplier in connection with the performance of the mandate. The expected total of site visits over the course of 6 months stands at 12, hence total remuneration of USD 16 698,00 shall be paid.*
- 4.2. *The Supplier shall send to the CzDA request for payment accompanied by invoice issued by the Supplier after each month of fulfilling the mandate. The request shall always be accompanied by a final version of monthly report from the inspection, including photographic documentation and description of the respective activities conducted, which was approved by CzDA. The request for payment for each month shall be submitted to CzDA and approved by the CzDA before the payment will be processed. CzDA reserves its right to request clarification of the activities listed in the report before processing the payment.*
- 4.3. *In the invoice the Supplier shall state the project code ET-2018-080-FO-14030/2, sector: water and sanitation.*
- 4.4. *The maturity period is 21 days from the delivery of the invoice to CzDA. The date of payment means the day when the payment is subtracted from the CzDA’s 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.*
- 4.5. *The payments will only be processed in USD.*
- 4.6. *Figures in the Supplier’s invoices will be in USD.*



4.7. *The above-mentioned amounts will be paid only by bank transfer to the following account opened in the name of the Supplier:*

*Bank connection: Berhan International Bank (S.C.), Hawassa Branch,
P.O. Box 387, Code 1110*

Account No.: 1130060024605

SWIFT code: BERHETAA

2. In order to stress out importance of careful personal data processing the parties have agreed to include in the Contract personal data protection rules. Personal data are specified in Annex No. 1 – Personal Data Specification to this Amendment which newly forms Annex No. 3 to the Contract. Sample consent form is in Annex No. 2 – Personal data subject consent form to this Amendment which newly forms Annex No. 4 to the Contract. Article 18 Final Provisions changes to Article 19 Final Provisions and the parties include new Article 18 Personal Data Protection as follows:

18. PERSONAL DATA PROTECTION

1. *The CzDA will hand over to the Supplier personal data necessary for due performance of this Contract (hereafter “Personal Data”) and the Supplier will be in the position of data processor within meaning of EU General Data Protection Regulation 2016/679 (hereafter “GDPR“). Personal Data which will be handed to the Supplier are specified in Annex no. 3 to this Contract.*
2. *The Personal Data will be processed by the Supplier only within Contract period.*
3. *The Supplier undertakes to comply with all obligations set out in the personal data protection laws, mainly GDPR or Act No. 110/2019 Coll., Personal Data Processing Act, and keep personal data obtained from the CzDA confidential.*
4. *The Supplier undertakes to process Personal Data only on documented instructions of the CzDA and will inform CzDA about any requirements for the transfer of Personal Data to a third country or international organization, unless the law provides that such information is not possible for important reasons of public interest.*
5. *The Supplier undertakes to ensure that person entitled to process Personal Data for him will keep Personal Data confidential based on law or contract.*
6. *The Supplier undertakes to keep conditions stated by CzDA for engagement of other data processor, mainly to choose other data processor with due care and request such guarantees from him, which will secure personal data protection at least in scope corresponding to level of protection of the Supplier and terms of GDPR. Engagement of other data processor is possible only with written consent of the CzDA.*



7. *The Supplier undertakes to cooperate with the CzDA in order to fulfil his duties which arise from request of personal data subjects regarding exercise of his rights and negotiations with supervisory authority.*
8. *The Supplier undertakes that personal data won't be misused for his gain or gain of third person.*
9. *The Supplier hereby undertakes to take reasonable steps to ensure the reliability of any employee, agent or contractor of any other person who may have access to the CzDA's personal data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant CzDA's personal data, for the necessary purposes of this Contract and to comply with applicable laws as GDPR or Act No. 110/2019 Coll., Personal Data Processing Act. The Supplier undertakes to ensure that all such individuals will be subject to confidentiality undertakings or professional or statutory obligations of confidentiality.*
10. *Taking into account the costs of implementation and the nature, scope, context and purposes of processing as well as the risks and severity for the rights and freedoms of natural persons, the Supplier shall in relation to the CzDA's personal data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures*
11. *The Supplier undertakes to cooperate with CzDA on data protection assessment, security of Personal Data and reporting of personal data security breach.*
12. *The Supplier shall promptly notify CzDA about receiving request from a data subject.*
13. *The Supplier shall notify CzDA without undue delay and within 48 hours at the latest upon Supplier becoming aware of a CzDA's Personal data breach providing CzDA with sufficient information to allow the CzDA to meet any obligations to report or inform data subjects or respective state bodies.*
14. *Supplier shall provide reasonable assistance to the CzDA with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities.*
15. *The Supplier will respect CzDA instructions. If the instruction is in contradiction with GDPR or respective laws, the Supplier shall notify CzDA about such contradiction.*
16. *After termination of this Contract the Supplier will dispose of CzDA Personal Data or hand over all CzDA Personal Data to the CzDA, unless it is possible to keep Personal Data in accordance with GDPR.*
17. *If the Supplier gets personal data from personal data which he will hand over to the CzDA, he is obliged to get before processing written consent with data processing of the personal data subject or his legal represent in case that data subject is a child and this written consent hand over to the CzDA without undue delay if it isn't possible to process personal data in accordance with GDPR*



without consent of personal data subject. The consent must be given on consent form which is Annex no. 4 to this Contract.

3. FINAL PROVISIONS

1. Other parts of the Contract remain unchanged.
2. This Amendment shall come into force and take effect on the day of its publishing in the contracts register.
3. This Amendment is signed in three counterparts in English language. The CzDA receives two counterparts, the Supplier receives one counterpart.

For and on behalf of the CzDA

Signed in Prague on



Mrs. Štěpánka Litecká
Director

For and on behalf of the Supplier

Signed in



Mr. Henok Tsegaye Tadese,
General Manager

Annex No. 1 – Personal data specification

Annex No. 2 – Personal data subject consent form



Annex No. 1 – Personal data specification

Purpose of data processing:
<i>Processing according to article 6 (1)) (b) REGULATION (EU) 2016/679 (GDPR)</i> Processing is necessary for performance of mandate contract
Data subject categories:
employees and contact persons of the Czech Development Agency, contractors, subcontractors, and other project partners of the Czech Development Agency in the recipient country
Personal data categories:
name, surname, registered office, address, date of birth, signature, email address, phone number, registration number, business licence, function

**Annex No. 2 – Personal data subject consent form****Subjekt údajů/ Data subject:**

Jméno/Name:	
Příjmení/Surname:	
Datum narození/ Date of Birth:	
Bydliště/ Address:	
Osoba vykonávající rodičovskou zodpovědnost / Person holding parent responsibility:	

1. Tímto uděluji České republice – České rozvojové agentuře, se sídlem Nerudova 3, 118 50 Praha 1, Česká republika, IČO: 75123924, (dále jen „Správce“), souhlas se zpracováním mých níže specifikovaných osobních údajů ve smyslu Nařízení Evropského parlamentu a Rady (EU) 2016/679 ze dne 27. dubna 2016 o ochraně fyzických osob v souvislosti se zpracováním osobních údajů a o volném pohybu těchto údajů a o zrušení směrnice 95/46/ES, (dále jen „GDPR“). / *I hereby give my consent to the Czech Republic – Czech Development Agency, registered office Nerudova 3, Prague, Post Code 118 50, Czech Republic, Registered number: 75123924 (hereinafter the “Controller”) to the processing of my personal data specified below under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the “GDPR“).*
2. Uděluji Správci souhlas, aby v souvislosti s aktivitami Správce v oblasti zahraniční rozvojové spolupráce zpracovával mé jméno, příjmení a bydliště a pořizoval fotografie mé osoby a videozáznamy mé osoby a zveřejňoval je: / *I give consent to the Controller to process my name, surname and address and take photographs and videos of me in connection with activities of the Controller in development cooperation and publish them:*
 - v tištěných prezentačních materiálech/ *in printed presentation materials*
 ANO/ YES NE/NO
 - na internetových stránkách Správce/ *on Controller’s websites*
 ANO/ YES NE/NO
 - účtu Správce na Youtube/ *on Controller’s Youtube account*
 ANO/ YES NE/NO
 - účtech Správce na sociálních sítích (např.: Twitter, Facebook, Instagram)/ *on Controller’s accounts on social media networks (e.g.: Twitter, Facebook, Instagram)*
 ANO/ YES NE/NO
 - jako ilustrační fotografie ke sdělením Správce na jeho internetových stránkách a účtech na sociálních sítích a v prezentačních materiálech Správce/ *as illustrational photographs to the Controller’s announcements on Controller’s websites and accounts on social media networks and Controller’s presentation materials*
 ANO/ YES NE/NO



za účelem prezentace aktivit Správce v oblasti zahraniční rozvojové spolupráce./ *in order to present Controller's activities in development cooperation.*

3. Beru na vědomí, že mám následující práva / *I acknowledge to have following rights:*
- a) právo vzít souhlas kdykoliv zpět (e-mailem nebo dopisem zaslanými na kontaktní adresu Správce), / *right to withdraw my consent anytime (by mail or letter sent to the contact address of the Controller),*
 - b) právo požadovat po Správci informaci o tom, jaké mé osobní údaje jsou zpracovávány, / *right to request information about which of my personal data are processed,*
 - c) právo požadovat po Správci vysvětlení ohledně zpracování osobních údajů, / *right to request explanation about processing of personal data,*
 - d) právo vyžádat si u Správce přístup k těmto osobním údajům a tyto nechat aktualizovat nebo opravit, / *right to request access to the personal data and let them update or rectify,*
 - e) právo požadovat po Správci výmaz těchto osobních údajů, / *right to request erasure of the personal data,*
 - f) právo vznést námitku proti zpracování a právo na přenositelnost osobních údajů, / *right to object to processing of personal data nad right portability of personal data,*
 - g) právo podat stížnost u dozorového úřadu (Úřad pro ochranu osobních údajů), / *right to lodge complaint to the supervisory authority (Office for Personal Data Protection),*
 - h) doba uložení osobních údajů se odvíjí od naplnění účelu, k jakému byly osobní údaje zpracovány, a řídí se interními předpisy Správce. Poté, co nebude již možné, aby Správce osobní údaje zpracovával za výše stanoveným účelem, dojde v přiměřené době k jejich likvidaci. / *archiving depends on the fulfilment of the purpose for which the personal data were processed and is governed by the internal regulations of the Controller. Once it is no longer possible for the Controller to process the personal data for the above stated purpose, they will be disposed in reasonable time.*

Datum/ Date:

.....
Podpis subjektu údajů/
Signature of the data subject