

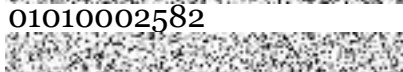


CONTRACT
No. 282859/2020 - ČRA

BETWEEN

CONTRACT OWNER: **CZECH REPUBLIC – CZECH DEVELOPMENT AGENCY**
Represented by: Mr. Jan Slíva - director
Residence: Nerudova 3, 118 50 Praha 1
Contract owner's contact person: Petra Mojžíšová
Phone.: 
E-mail: 
Identification number: 75123924
Bank connection: Czech National Bank, Na Příkopě 28, Prague 1
Account number: 0000 – 72929011/0710
(hereafter „CzDA“)

and

Supplier: **Archil Bogveradze**
Residence: 15 Nutsubidze street, apt. 8, Tbilisi, Georgia
Phone: 
E-mail: 
ID No.: 01010002582
Intermediary Bank: 
Account with Institution: 
Beneficiary: 
Account number: 
(hereafter „Supplier“)



MANDATE CONTRACT

1. SUBJECT OF THE CONTRACT

- 1.1. The CzDA finances construction of the Regional Educational and Consultation Apicultural Centre in Tbilisi in Vake District. The Supplier previously provided his expert services as construction supervisor to the CzDA regarding above stated construction and the Supplier declares to be thoroughly acquainted with this construction. Due to the newly identified need of construction supervision and control on the part of the CzDA the Parties have decided to enter into this Contract.
- 1.2. Supplier hereby undertakes to perform the mandate as technical expert duly and carefully according to his abilities. The mandate is specified in article No. 2 of this Contract.
- 1.3. The CzDA hereby undertakes to pay duly in time contract price to the Supplier for the performance of the Contract in accordance with conditions stated in this Contract.

2. MANDATE

- 2.1. The Supplier will provide construction supervision on construction in the framework of the small-scale contract "Construction of the Regional Educational and Consultation Apicultural Centre" in Tbilisi in Vake District. The task is further specified in Annex No. 1 – Scope of work of this Contract. The Supplier will visit construction site in Tbilisi in frequency 1 to 2 times a week. Exact frequency of the visits could be discussed with CzDA. Frequency can vary during the term of the Contract. The Supplier will mainly monitor if the construction is realized in accordance with respective laws, technical norms, technical procedures and project documentation. Each week the Supplier in cooperation with the building contractor will organize inspection day.
- 2.2. The Supplier will participate inspection days, write records to the construction diary, give consent with the minutes from the inspection day, discuss the progress of the construction works and negotiate with the building contractor and make suggestions in order to ensure proper realization of the construction. The Supplier will inform the building contractor about opinion of the CzDA on each issue without delay and make entry about it to the construction diary or to the proposal of change sheet.
- 2.3. The Supplier will copy entries in the construction diary during each visit of the construction site.
- 2.4. After each visit on the construction site or meeting with the building contractor, representative of the recipients of the grant, the Supplier will write brief report about such activity. The Supplier will share the report with the CzDA.
- 2.5. The Supplier undertakes to get familiar with respective project documentation and other documents in detail in order to ensure proper construction supervision. The Supplier is allowed to make copies of the project documentation and other documents if necessary.



- 2.6. The Supplier will carry out other activities requested by the CzDA which respond to his qualification.

Period of performance: until 31st March 2021

3. CONTRACT PRICE

- 3.1. The CzDA shall reimburse the Supplier for performance of the mandate in the amount of 15 EURO/hour (limit is max. 1 600 EURO for whole period of performance = max. 100 hours). The Supplier will use for the travels his own vehicle and the CzDA shall reimburse the Supplier in amount of 0,25 EURO/kilometer reflecting the amortization and costs for fuel (limit is max. 20 EURO/month = max. 70 km/month). The above stated prices cover all other costs of the Supplier (e.g. taxes, costs for equipment, internet connection, phone credit etc.).

The Supplier shall send to the CzDA request for payment accompanied by invoice issued by the Supplier for each month of the performance of the mandate. The request shall be accompanied by a timesheet in which the amount of hours spent by performance of the mandate including the description of the respective activities and travelled routes. Request for payment for each month shall be submitted to the CzDA and has to be approved by CzDA before the payment will be released. The CzDA can request clarification of the activities stated in timesheet before the payment.

- 3.2. The payments will only be done in EURO.
3.3. Figures in the Supplier's invoices will be in EURO.
3.4. The above-mentioned amounts will be paid only by bank transfer to the following account opened in the name of the Supplier:

Intermediary Bank:

Account with Institution:

Beneficiary:

Account number:



4. OBLIGATIONS OF THE SUPPLIER

- 4.1. The Supplier undertakes to perform the mandate personally and in accordance with relevant legislation. The Supplier is not allowed to use sub-contractor to perform the mandate.
4.2. The Supplier shall observe any applicable laws in the execution of this Contract, and to hold the CzDA harmless of any claims from third parties (including State authorities) related to the execution of this Contract.
4.3. The Supplier shall transfer intellectual property right to the CzDA in accordance with this Contract.



5. OBLIGATIONS OF THE CZDA

The CzDA undertakes to provide to the Supplier full cooperation necessary for the performance of the mandate. The CzDA shall especially provide all information needed for performance of the mandate by the Supplier.

6. LICENSES AND INTELLECTUAL PROPERTY, CONFIDENTIALITY

- 6.1 The Supplier undertakes to protect the CzDA against all third-party actions for breach of copyright or other intellectual property rights, which might arise out of this Contract.
- 6.2 The Supplier declares that it is the rightful owner of the intellectual rights to all information supplied by virtue of this Contract, and that it is entitled to sell or transfer those rights in accordance with the terms of this Contract. If intellectual rights are the property of third parties, the Supplier shall request those third parties to confirm to the CzDA, in writing and within four weeks following signature of the Contract, that the Supplier is indeed entitled to sell or dispose of those rights in accordance with the terms of this Contract.
- 6.3 If the Supplier creates work which is subject of author's rights and this work is related to the performance of the Contract by the Supplier, the Supplier hereby grants the license to use the work in accordance with § 12 of the Act. No. 121/2000 Coll.
- 6.4 All information obtained by the Supplier during performance of this Contract from CzDA directly or through project assistant are considered confidential. The Supplier shall not disclose such information to other person if the CzDA does not state otherwise.
- 6.5 The CzDA and the Supplier shall exchange all information on any industrial property right that could impede the performance of the Contract.

7. DOCUMENTATION

- 7.1. Thereafter, the Supplier shall provide free of charge to the CzDA any update of the documentation provided by the Supplier during the term of this Contract.
- 7.2. The Supplier shall permit the CzDA to reproduce all or part of the documentation provided, for its internal needs, directly connected with use by its personnel. The CzDA shall ensure that any indication concerning the intellectual property rights appearing on the original copies is reproduced.

8. QUALITY AND STANDARDS

- 8.1. The Supplier undertakes to perform the Contract to the highest professional standards. The Supplier shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- 8.2. The Supplier shall have sole responsibility for taking the necessary steps to obtain any permit or license required for performance of the Contract under the laws



and regulations in force at the place where the tasks assigned to him are to be executed.

- 8.3. The Supplier shall neither represent the CzDA nor behave in any way that would give such an impression. The Supplier shall inform third parties that he does not belong to the Czech public service.
- 8.4. The Supplier shall have sole responsibility for the tasks assigned to him.
- 8.5. Should the Supplier fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the CzDA may (without prejudice to its right to terminate the Contract) reduce or recover payments in proportion to the scale of the failure. The CzDA can only exercise this right after the Supplier does not repair such failure within 15 days from notification by the CzDA.
- 8.6. The CzDA can monitor compliance with the standards.

9. LIABILITY

- 9.1. The CzDA shall not be liable for damage sustained by the Supplier in performance of the Contract except in the event of willful misconduct or gross negligence on the part of the CzDA.
- 9.2. The Supplier shall be liable for any loss or damage caused by himself in performance of the Contract. The CzDA shall not be liable for any act or default on the part of the Supplier in performance of the Contract.
- 9.3. The Supplier shall provide compensation in the event of any action, claim or proceeding brought against the CzDA by a third party as a result of damage caused by the Supplier in performance of the Contract.
- 9.4. The Supplier shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the field. A copy of all the relevant insurance Contracts shall be sent to the CzDA should it so request.
- 9.5. The Supplier declares:
 - that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
 - that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

10. TAXATION

- 10.1. The Supplier shall have sole responsibility for compliance with the tax laws, which apply to him. Failure to comply shall make the relevant invoices invalid.



11. FORCE MAJEURE

- 11.1. *Force majeure* shall mean any unforeseeable and exceptional situation or event beyond the control of the Contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a Supplier, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* unless they stem directly from a relevant case of *force majeure*.
- 11.2. If either Contracting party is faced with *force majeure*, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- 11.3. Neither Contracting party shall be held in breach of its Contractual obligations if it has been prevented from performing them by *force majeure*. Where the Supplier is unable to perform his Contractual obligations owing to *force majeure*, he shall have the right to remuneration only for tasks actually executed.
- 11.4. The Contracting parties shall take the necessary measures to reduce damage to a minimum.

12. TERMINATION OF THE CONTRACT

- 12.1. The CzDA reserves the right to terminate this Contract and the Supplier undertakes to repay the expenses in the following cases:

- If the Supplier fails to perform the mandate under the terms of this Contract, or
- If the Supplier fails to fulfill any of the terms of this Contract, or
- Where the CzDA seriously suspects the Supplier of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the CzDA's financial interests.

With the exception of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the CzDA's financial interests, this right can only be exercised by the CzDA after such failure is not repaired by the Supplier within 15 days from notification by the CzDA.

- 12.2. In case of *force majeure*, notified in accordance with Article 12.1., either Contracting party may terminate the Contract, where performance of mandate cannot be ensured until 31st March 2021.

13. SUSPENSION OF THE CONTRACT

- 13.1. Without prejudice to the CzDA's right to terminate the Contract, the CzDA may at any time and for any reason suspend execution of the Contract, pending orders or specific Contracts or any part thereof. Suspension shall take effect on the day the Supplier receives notification by registered letter with acknowledgment of receipt or equivalent, or later where the notification so provides. The CzDA may at any time following suspension give notice to the Supplier to resume the mandate suspended. The Supplier shall not be entitled to claim compensation on



account of suspension of the Contract, of the orders or specific Contracts, or of part thereof.

14. AMENDMENTS

- 14.1. Any amendment to this Contract must be in writing, signed by the parties hereto; failing which such amendment shall have no effect and be void.

15. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 15.1. The Contract shall be governed by the national substantive and procedural law of the Czech Republic.
- 15.2. Any dispute between the parties resulting from the interpretation or application of the Contract, which cannot be settled amicably, shall be brought before the courts of the Czech Republic.

16. FINAL PROVISIONS

- 16.1. The Parties represent that they enter into this Contract in a free will, seriously, not under duress or considerably disadvantageous conditions.
- 16.2. The Parties acknowledge that this Contract will be published in the contracts register in accordance with Act No. 340/2015 Coll., on the contracts register, as the CzDA is a liable party within the meaning of the act, and the Parties agree with the publication hereof. Publication shall be arranged by the CzDA within 30 days from signature of the Contract by both Parties.
- 16.3. This Contract shall come into force and take effect on the day of its publishing in the contracts register. The CzDA shall inform the Supplier about date of publishing in the contract register within two working days from the date of publishing via email message sent to the email address of the Supplier stated in this Contract.
- 16.4. This Contract is executed in three copies – two for the CzDA and one for the Supplier.
- 16.5. The following annexes form an integral part of this Contract:
- Annex no.1 –Description of implementation

For and on behalf of the CzDA

For and on behalf of the Supplier

Signed in Prague on.....

Signed in Tbilisi on.....

Mr. Jan Slíva, director

Archil Bogveradze