



Czech Development Agency

Nerudova 3, 118 50 Prague 1
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CONTRACT

Ref. No. 280188/2021-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: Ivana Pejić Povolná
Phone.: [REDACTED]
E-mail: [REDACTED]
Bank connection: Czech National Bank, Na Příkopě 28, Prague 1
Account Number: 0000 – 72929011/0710
(hereafter "CzDA")

and

Supplier: **RADA SVITLICA**
Residence: [REDACTED] Istočno Novo Sarajevo
Bosnia and Herzegovina

Supplier's contact person:
Phone.: [REDACTED]
E-mail: [REDACTED]
Account No.: [REDACTED]

IBAN: [REDACTED]

SWIFT: [REDACTED]

(hereafter "Supplier")

ON PROVISION OF SERVICES



1. SUBJECT OF THE CONTRACT

- 1.1. The Supplier and the CzDA have agreed to cooperate on the CzDA's project called "Sustainable production of traditional Livno cheese" (hereafter "project"). Cooperative "Cincar" Livno (hereafter "cooperative") is a producer of traditional Livno cheese. The cooperative needs support mainly in these areas: 1. Revision of its business plan, 2. Registration of the farms at the Ministry of Agriculture of Canton 10, 3. Approval of location and project documentation for the mini-cheese producers 4. Initiation of Court procedure with excluded cooperative members and the equipment re-allocation, 5. Improvement of hygienic standards at the mini-cheese producers as well as in the cheese magazine 6. Engagement of the employee at the Cooperative in cooperation with the Livno municipality 7. Negotiations with the Livno municipality regarding the increase of drinking water quality in locations tackled by the project 8. Keeping relevant records 9. Web presentation of the cooperative 10. Preparations for the visits of the inspectors of the Ministry of agriculture FBiH 11 Final approval of the mini cheese producers and cheese magazine at the Ministry of Agriculture of Federation of Bosnia and Herzegovina 12. Milk, cheese, water analysis and work surface swabs 13. Achievement of the Protection of Designated Origin °14. Ceremonial opening of the cheese magazine. The Supplier will provide to the CzDA and to the cooperative consultations, guidance and support in order to achieve above mentioned goals.
- 1.2. The Supplier can seek help of other experts such as graphic designers, accountants, lawyers, financial consultants, veterinarian or food health experts and the CzDA will reimburse the Supplier with fee and other costs charged by these experts to the Supplier. The CzDA can state financial limit for reimbursement for each expert.
- 1.3. The Supplier will carry out above mentioned activities and provide to the CzDA and to the cooperative consultations, guidance and support in order to achieve goals stated in provisions of 1.1. The Supplier will also provide to the CzDA consultations concerning matters which are connected with the project or similar projects of the CzDA. The Supplier will provide to the CzDA statement of work for each calendar month. The statement of work will be provided together with a workplan for the next month including approximate budget, which shall be approved by the CzDA.



Period of performance:

March 2021 – November 2021

2. TERMS OF PAYMENT

- 2.1. The CzDA shall reimburse the Supplier for the services and costs specified in Article 1 of this Contract. The maximum amount to be paid by the CzDA under this specific Contract for the services and costs listed in Article 1 of this Contract shall not exceed the amount of 19 000 EUR, price including VAT.
- 2.2. For the consultations, guidance and support provided, the CzDA will pay to the Supplier monthly. For each hour spent by providing services in the calendar month the CzDA will provide remuneration in the amount of 12,50 EUR/hour, price including VAT. The number of hours shall not exceed 80 hours for one calendar month. The Supplier will use for the travels his own vehicle and the CzDA shall reimburse the Supplier in amount of 0,25 EUR/kilometer reflecting the amortization and costs for fuel. In case that the Supplier want to use accommodation during his business trips, he shall seek the approval of CzDA and shall provide the relevant accounting documentation afterwards.
- 2.3. The Supplier will each month issue statement of costs paid by the Supplier which CzDA has undertaken to pay according to its statement in Article 1. The statement of costs will be accompanied by the statement of work on the form provided by the CzDA. The CzDA will reimburse these costs to the Supplier.
- 2.4. The payments will only be done in EUR.
- 2.5. Figures in the Supplier's invoices will be in EUR.
- 2.6. The above mentioned amounts will be paid only by bank transfer to the following account opened in the name of the Supplier:

ACCOUNT No. [REDACTED]

IBAN: [REDACTED]

SWIFT: [REDACTED]

- 2.7. Payments provided by the CzDA shall be based on the Supplier's proper requests of payment.



- 2.8. The request for the payment shall be admissible only if accompanied by the relevant invoice issued by the Supplier and in accordance with Article 1. The invoice for services provided in the phase two should be annexed by statement of work and statement of costs as well as respective documents proving the costs paid by the Supplier according to provisions of Article 2, Section 2.2. of this Contract. The request for the payment shall be submitted to the CzDA on the last workday of each month at the latest. The request shall be sent to the CzDA email address stated in this Contract.
- 2.9. The CzDA shall reimburse the invoice to the Supplier within 21 days of the date on which the request for payment was approved by the CzDA.

3. OBLIGATIONS OF THE SUPPLIER

The Supplier undertakes to:

- a) ensure provision of services in accordance with the terms and conditions set out in this Contract;
- b) 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;
- c) provide the reports about execution of this Contract in English based on following scheme:
 - i. until 30th June 2021 for the consultancies and other activities done in first half of 2021
 - ii. until 30th November 2021 for the consultancies and other activities done in the second half of 2021.

The reports shall include narrative description of all activities performed, copies of education materials, attendance lists, subcontracts, photos and other relevant documentation (if not provided earlier).

4. PATENTS, LICENSES AND INTELLECTUAL PROPERTY

- 4.1. 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.



- 4.2. 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.
- 4.3. When the provision of services involves the use of a patent, certificate of utility (utility model), trademark, industrial drawing or model belonging to a third party, the Supplier shall indemnify the CzDA against infringement proceedings brought by that party.
- 4.4. The CzDA and the Supplier shall exchange all information on any industrial property right that could impede the performance of the Contract.

5. DOCUMENTATION

- 5.1. The Supplier shall provide free of charge to the CzDA any update of the documentation provided under this Contract.
- 5.2. 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.

6. QUALITY AND STANDARDS

- 6.1. 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.
- 6.2. 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.

- 6.3. The Supplier must ensure that any member of the staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
- 6.4. 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.
- 6.5. The Supplier shall have sole responsibility for the member of the staff that executes the tasks assigned to him.
- 6.6. Should the Supplier fail to perform his obligations under this 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.
- 6.7. The CzDA can monitor compliance with the standards.
- 6.8. The Supplier must communicate and share all serious, important or relevant information concerning the project with CzDA and its representatives and third parties chosen by the CzDA, which are involved or interested in the project (e.g. respective embassy of the Czech Republic).
- 6.9. Supplier is committed to state that the project was financed from the state budget of the Czech Republic within the framework of the Czech Development Cooperation when referring about the project and its involvement in the project for scientific, research and publication reasons, same as when providing any information concerning the project to the third parties. All published materials and outcomes connected to the project during its implementation and after its conclusion will be stamped by the logo of the Czech Development Cooperation of the Czech Republic. This logo will be provided to the Supplier by the CzDA in electronic form. Anytime, when Supplier uses his logo, Supplier must next to it use the logo of the Czech Development Cooperation at least of the same size.



7. LIABILITY

- 7.1. 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.
- 7.2. The Supplier shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of sub-Contracting. The CzDA shall not be liable for any act or default on the part of the Supplier in performance of the Contract.
- 7.3. 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.
- 7.4. 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.
- 7.5. The Supplier declares:
- a) 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;
 - b) 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.

8. TAXATION

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.

9. FORCE MAJEURE

- 9.1. *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*.

- 9.2. If either Contracting party is faced with *force majeure*, it shall notify the other Contracting party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- 9.3. 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.
- 9.4. The Contracting parties shall take the necessary measures to reduce damage to a minimum.

10. TERMINATION OF THE CONTRACT

- 10.1. The CzDA reserves the right to terminate this Contract and the Supplier undertakes to repay the expenses in the following cases:
 - a) the Supplier fails to deliver any services under the terms of this Contract;
 - b) the Supplier fails to fulfill any of the terms of this Contract;
 - c) 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.

- 10.2. In case of *force majeure*, notified in accordance with Article 9.2., either Contracting party may terminate the Contract, where performance of Contracted services cannot be provided for the period longer than two months.



11. SUSPENSION OF THE CONTRACT

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 at a later date where the notification so provides. The CzDA may at any time following suspension give notice to the Supplier to resume performance of this Contract. 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.

12. AMENDMENTS

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

13. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 13.1. The Contract shall be governed by the national substantive and procedural law of the Czech Republic.
- 13.2. Any dispute between the Contracting 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.

14. PERSONAL DATA PROTECTION

- 14.1. 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. 6 to this Contract.
- 14.2. The Personal Data will be processed by the Supplier only within Contract period.



- 14.3. 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.
- 14.4. The Supplier undertakes to process Personal Data only on documented instructions of the CzDA and will inform the 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.
- 14.5. The Supplier undertakes to ensure that person entitled to process Personal Data for him will keep Personal Data confidential based on law or contract.
- 14.6. 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.
- 14.7. 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.
- 14.8. The Supplier undertakes that personal data won't be misused for his gain or gain of third person.
- 14.9. 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.
- 14.10. 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.

- 14.11. The Supplier undertakes to cooperate with the CzDA on data protection assessment, security of Personal Data and reporting of personal data security breach.
- 14.12. The Supplier shall promptly notify the CzDA about receiving request from a data subject.
- 14.13. The Supplier shall notify the 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.
- 14.14. 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.
- 14.15. The Supplier will respect CzDA instructions. If the instruction is in contradiction with GDPR or respective laws, the Supplier shall notify the CzDA about such contradiction.
- 14.16. 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.
- 14.17. If the Supplier gets personal data from personal data subject which he will hand over to the CzDA, he is obliged to get before processing such personal data written consent with data processing of the personal data subject or his legal representative 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. 2.to this Contract.



15. FINAL PROVISIONS

- 15.1. The Contracting parties acknowledge that this Contract will be published in the contract register according to Act. No. 340/2015 Coll., Contract Register Act, as the CzDA is a liable person within the meaning of this Act and agree with its publication. The CzDA undertakes to ensure the publication within 30 days of the signing of this Contract by both Contracting parties.
- 15.2. This Contract becomes effective after the signing of this Contract by duly authorized representatives of both Contracting parties and its publication in the register of contracts.
- 15.3. Done in Prague and Sarajevo in three original counterparts in the English language, from which CzDA will receive two counterparts and the Supplier will receive one counterpart.

List of Annexes:

Annex No. 1: Personal data specification

Annex No. 2: Personal data subject consent form

In Prague on

In Sarajevo on

For and on behalf of the CzDA

For and on behalf of the Supplier

.....
Mr. Jan Slíva, Director

.....
Ms. Rada Svitlica



Annex No. 1 to the Contract– 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 the contract on provision of services |
| Data subject categories: |
| employees and contractors and contact persons of the Czech Development Agency, cooperative CINCAR, municipality of Livno. |
| Personal Data categories: |
| name, surname, registered office, address, date of birth, signature, email address, phone number, registration number, function |



Annex No. 2 – Personal data subject consent form

Souhlas se zpracováním osobních údajů / Consent to the Processing of Personal Data

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 osoby vykonávající rodičovskou
zodpovědnost/
*Signature of the person holding parent
responsibility*