

Registration number assigned from Central Register of Contracts: 220015

Czech Republic - Ministry of the Environment



Tibor Ferenc Schaffhauser

SERVICE AGREEMENT

Registration number assigned from Central Register of Contracts: 220015

THIS SERVICE AGREEMENT ("Agreement") is concluded in accordance with the provisions of Section 1746 (2) et seq. of Act No 89/2012 Coll., the Civil Code, as amended ("**Civil Code**"),

BETWEEN


the Czech Republic - Ministry of the Environment

registered office: Vršovická 1442/65, 100 10 Praha 10
ID No.: 00164801
represented by: Ing. Pavel Zámyslický, Ph. D., Director of the Department of Energy and Climate Protection
bank: ČNB Praha 1
account number: 7682001/0710

"Client"
AS ONE PARTY,

AND

Tibor Ferenc Schaffhauser

registered office: 8600 Siófok, Fő u. 29., Hungary
ID No.: 665744BE
Tax ID No.: HU55898012 (is not a VAT payer)
registered: under File No.: 54640304
bank: OTPVHUB
account number: HU31117750181608988000000000
contact details: 

"Provider"
AS THE OTHER PARTY,

THE PROVIDER AND THE CLIENT JOINTLY REFERRED TO AS "**Contracting Parties**"
or individually as "**Contracting Party**".

1. SUBJECT OF AGREEMENT

1.1 The Provider undertakes to provide the Client with professional services in the preparation for the performance and actual performance of the Czech Republic's Presidency of the Council of the European Union in the second half of 2022, consisting of:

- a) active representation and participation (chairmanship/co-chairmanship/coordination) in the expert group EGMIT (Mitigation) of the Council of the European Union Working Party on International Environmental Issues (WPIEI CC), including its themed subgroups (IG MIT, IG MEX, IG TRANS, IG AFOLU, IG RM), in accordance with the Client's instructions at each session
- b) coordination and organisation of the work of EGMIT and its themed subgroups; Communication with working party members and sending out the working party's source documentation for the session;
- c) the performance of the tasks assigned to the EGMIT WPIEI CC expert group and tasks assigned by the Client in accordance with Article 2 of this Agreement;
- d) the creation of documents and also comments and observations on the documents under discussion and the opinions of the European Union, which are sent to the Secretariat of the United Nations Framework Convention on Climate Change;
- e) participation at informal meetings of WPIEI CC (11–12 July 2022), participation at WPIEI CC meetings (on a continuous basis) and participation at the 56th session of the of the UNFCCC Subsidiary Body for Implementation and Subsidiary Body for Scientific and Technological Advice (SBI-SBSTA 56, June 2022, Bonn) and at sessions of the conference of the parties to the UN Framework Convention on Climate Change (COP27, November 2022, Egypt);
- f) the preparation of the minutes from sessions of the working party (EGMIT) and its themed subgroups;
- g) cooperation in discussions on the draft of a regulation of the European Parliament and of the Council to amend Regulation (EU) 2018/842 on binding annual greenhouse gas emission reductions by Member States from 2021 to 2030 ("ESR") contributing to climate action to meet commitments under the Paris Agreement within the framework of the European Union Working Party on Environment (WPE);

all in accordance with the instructions of the Client ("**Services**").

1.2 The Client undertakes to pay the Provider the agreed remuneration for the Services, under the terms specified below.

2. ASSIGNMENT OF TASKS AND METHOD OF PERFORMANCE

2.1 The Client undertakes to provide the Provider with all the information, source documents and assistance required to enable the Provider to provide the Services by the designated deadline. The Client's contact person will be Mgr. Daniel Slovák (tel.: +420 267 122 299, email: Daniel.Slovak@mzp.cz), for matters relating to the EGMIT working party and international negotiations in the field of climate protection, and Mgr. Michal Daňhelka (tel.: +420 267 122 824, email: Michal.Danhelka@mzp.cz) for matters relating to the ESR agenda,

or another person designated for this purpose by Director of the Department of Energy and Climate Protection Ing. Pavel Zámyslický, Ph.D.

- 2.2 The Client is entitled to continuously assign tasks to the Provider, issue written instructions regarding specific procedures and specify proportional partial deadlines or the place of performance of the Agreement. The Provider will receive the task assignments and instructions from the Client's contact persons as specified in section 2.1 of this article.
- 2.3 The Client and the Provider will communicate via electronic mail (email) and virtual platforms wherever possible, unless the Contracting Parties agree otherwise on a case to case basis.
- 2.4 The Services will be provided by the Provider on a continuous basis, through active participation at meetings and the preparation of the related documents. If the outcome is a written report, the Provider will send the Client the written report for the last calendar month no later than by the 10th day of the following calendar month, in electronic form.

3. REMUNERATION AND PAYMENT TERMS

- 3.1 The monthly remuneration for the Services provided by the Provider under Article 1 (1.1) of the Agreement will amount to 40 000 CZK ("**Remuneration**"). The Provider is not a payer of value added tax ("**VAT**"). The Remuneration will be paid for the months from February to December 2022, i.e. 11 calendar months. This Remuneration includes all the Provider's costs relating to the provision of the Services in accordance with this Agreement (supplies, services, hardware, software, etc.), although with the exception of travel expenses in accordance with section 3.3 of this article.
- 3.2 In the event that the Provider does not perform any of the activities specified in Art. 1 (1.1) of this Agreement during the given calendar month, or the Provider is prevented from performing such activities for reasons of its own (such as illness or quarantine), the Provider's agreed Remuneration for the performance under section 3.1 of this article is reduced proportionately.
- 3.3 In the event that the Provider is sent to a meeting in connection with the performance of the subject of this Agreement, within the Czech Republic or abroad, the Client will reimburse the Provider for the travel expenses in accordance with the Client's relevant internal directive and Act No. 262/2006 Coll., the Labour Code, as amended ("**Labour Code**"). The Provider will act in accordance with the Client's instructions and use travel allowances as efficiently as possible. The Provider will bill the expenses for the work-related trip on the form provided by the Client together with the equipment required for the trip. After the end of the work-related trip the Provider is obliged to issue the Client with a detailed report on the result of the trip. The Provider hereby confirms that the Client has acquainted him with the Client's relevant internal directive and he undertakes to comply with it.
- 3.4 The Client will pay the Remuneration on the basis of a proper tax and accounting document ("**invoice**"), issued by the Provider after the Services have been accepted by the Client no later than by the 5th day of the following calendar month. The invoice must contain the particulars required of a tax and accounting document pursuant to Act No 563/1991 Coll., the Accounting Act, as amended, and Act No 235/2004 Coll., the Value Added Tax Act, as amended, (this primarily means the designation and number of the invoice, the identification details of the Contracting Parties, the subject of the Agreement, bank details,

and the sum invoiced excluding/including VAT), and must contain the particulars required of a business document pursuant to Section 435 of the Civil Code. The invoice must be marked with the registration number of the Agreement as assigned from the Central Register of Contracts (see the header of this Agreement). The invoice must be accompanied by a signed overview of the activities performed by the Provider during the previous calendar month.

- 3.5 If the invoice does not contain the particulars required of a tax document or the attachments as specified in the previous paragraph of this article, or contains erroneous data, it is not considered to constitute a proper tax document, the maturity period will not commence and the Client is entitled to return the tax document, in which case the Provider is then obliged to issue a new tax document with a new maturity date; the maturity period will commence the moment the new tax document is delivered. In such a case the Client is not considered in arrears with the payment of the tax document.
- 3.6 The invoice is payable within 21 days of receipt by the Client. The Client's obligation to pay the Remuneration is fulfilled when the sum in question is debited from the Client's account. The Remuneration will be paid by bank transfer to the Provider's account as specified in the invoice. Payments must be in Czech crowns (CZK); all prices on the invoice must also be in this currency, while their equivalent in Euros (EUR) should also be listed. The exchange rate will be the official exchange rate of the Czech National Bank as of the day of the issuance of the invoice. The Client does not provide advance payments.

4. RIGHTS AND OBLIGATIONS OF THE PROVIDER

- 4.1 The Provider is obliged to protect and enforce the rights and legitimate interests of the Client and follow the Client's instructions received from the Client's contact person. The Provider may deviate from the Client's instructions in the event that the matter is urgent, it is in the Client's interest judged by the Provider in good faith, and the Provider is unable to request the timely consent of the Client. The Provider is not bound by the Client's instructions if they are in violation of the binding legislation. In such a case, the Provider is obliged to instruct the Client accordingly.
- 4.2 The Provider undertakes to perform the subject of the Agreement with all due professional care, in a due and timely manner while doing his utmost to enforce the Client's rights and protect the Client's legitimate interests. At the Client's request the Provider will issue the Client with a report on the performance of the subject of this Agreement without undue delay.
- 4.3 The Provider is obliged to maintain confidentiality with regard to all facts that come to his attention in connection with the provision of the Services. The duty of confidentiality does not apply to the disclosure of information relating to the Client or its activities in connection with which the Services under this Agreement are provided to third parties (e.g. other professional consultants of the Client), if the Client has requested that the Provider pass on such information to those parties or has agreed to such disclosure, or the Provider is obliged to provide such information in accordance with the relevant legislation. The duty of confidentiality continues to apply indefinitely after the termination of this Agreement.
- 4.4 The Provider is fully liable to the Client for any damages he might cause to the Client in connection with the performance of the subject of this Agreement. The Provider is exempt from such liability if he is able to prove that he did not cause the damage. The Provider is

also always exempt from liability for damages if he warns the Client of the risks arising from different interpretations of the laws and, despite this warning, the Client proceeds in a manner described by the Provider as posing a risk.

- 4.5 For each full or partial day of delay in providing the Services pursuant to Article 2 (2.2) of this Agreement the Provider is obliged to pay the Client a contractual penalty amounting to 2 % of the Remuneration as specified in Art. 3 (3.1) of this Agreement.
- 4.6 For each further breach of the Provider's obligations under this Agreement the Provider is obliged to pay the Client a contractual penalty amounting to 10 000 CZK. Such a breach also includes failure to participate at working party meetings without providing proof of the reason preventing the Provider's participation.
- 4.7 The contractual penalty is payable within 21 days of the date on which the written request for the payment of the penalty is delivered to the Provider.

5. RIGHTS AND OBLIGATIONS OF THE CLIENT

- 5.1 The Client is entitled to assign tasks to the Provider through its contact persons specified in Article 2 of this Agreement in accordance with the provisions of this Agreement.
- 5.2 The Client undertakes to provide the Provider with all the information and cooperation needed to enable the due and timely provision of the Services according to the terms of this Agreement. The Client is responsible for ensuring that information provided to the Provider is correct, truthful and complete.
- 5.3 If the Client fails to comply with the obligation stipulated in section 5.2 of this article, despite having been requested to do so in writing by the Provider, the Provider has the right to withdraw from the Agreement.
- 5.4 The Services provided by the Provider in accordance with this Agreement, or the outcomes from such Services, are intended solely for use by the Client, or its departmental organisations, and their results may not be passed on to third parties without the prior explicit written consent of the Provider.
- 5.5 If the provision of the Services requires action to be taken on behalf of the Client, the Client is obliged to issue the Provider with the necessary power of attorney in writing beforehand.
- 5.6 If the Client is delayed with the payment of an invoice, the Provider is entitled to claim interest on arrears on the sum owed at the rate specified by the relevant legislation.

6. DURATION AND OPTIONS TO TERMINATE AGREEMENT

- 6.1 This Agreement is concluded for a definite period, from 1 February 2022 until 31 December 2022.
- 6.2 This Agreement may be terminated with the written agreement of the contracting parties or upon the issue of notice or withdrawal, which must always be delivered in writing to the other Contracting Party.
- 6.3 The Contracting Parties are entitled to withdraw from this Agreement for the reasons specified in the Civil Code and also due to a substantial breach of this Agreement

in accordance with the provisions of Section 2002 of the Civil Code, if the substantial breach of this Agreement constituting grounds for withdrawal from the Agreement was not caused by circumstances precluding liability pursuant to the provisions of Section 2913 (2) of the Civil Code.

- 6.4 A substantial breach of this Agreement by the Client means the Client's failure to comply with its obligations, particularly failure to provide cooperation as stipulated in Art. 5 (5.3) of this Agreement or failure to pay the sum owed within 21 days of the invoice maturity date.
- 6.5 The Client is entitled to withdraw from the Agreement if it finds that the Provider:
- a) has offered, given, received or mediated certain items of value in order to influence the conduct or actions of anyone, whether a civil servant or anyone else, directly or indirectly, in the conclusion or performance of the Agreement; or
 - b) has distorted any facts for the purpose of influencing the conclusion or performance of the Agreement to the detriment of the Client, including the use of fraudulent practices to curb and reduce the advantages of free and open competition.
- 6.6 Both the Contracting Parties may terminate this Agreement by issuing written notice, with a 14-day notice period. The notice period commences on the day following the day on which the notice was delivered to the other Contracting Party. This provision does not affect the provisions of the relevant laws governing withdrawal from the Agreement.
- 6.7 In the event of the premature termination of the Agreement in one of the cases described above, the Contracting Parties will settle their mutual obligations in accordance with the Civil Code.

7. COMMON AND FINAL PROVISIONS

- 7.1 This Agreement and the rights and obligations arising therefrom are governed by the laws of the Czech Republic. The rights and obligations of the contracting parties not defined by this Agreement are governed by the Civil Code and related regulations.
- 7.2 Any and all disputes arising between the Client and the Provider on the basis of or in connection with this Agreement will be resolved by negotiation between the Contracting Parties, wherever possible. In the event that such disputes are not resolved within a reasonable period of time, they will be heard and decided on by the competent courts of the Czech Republic.
- 7.3 This Agreement may only be amended or supplemented in the form of written ascending numbered amendments signed by both Contracting Parties. Changes or supplements not made in writing will not be considered valid.
- 7.4 If any of the provisions of this Agreement are or become invalid, ineffective or unenforceable or are deemed as such by a competent authority, the other provisions of this Agreement will remain valid and effective, unless the nature of such provisions or their content or the circumstances under which this Agreement was concluded imply that they cannot be separated from the other provisions of this Agreement. The Contracting Parties undertake to immediately replace any invalid, ineffective or unenforceable provisions of this Agreement with different provisions whose content and intent most closely approximate the original provisions and this Agreement as a whole.

- 7.5 The Contracting Parties assume the risk of changing circumstances in relation to the rights and obligations of the Contracting Parties arising on the basis of this Agreement. The Contracting Parties preclude the application of the provisions of Section 1765 (1) and Section 1766 of the Civil Code to their contractual relationship established under this Agreement.
- 7.6 This Agreement shall enter into force on the day it is signed by both Contracting Parties and shall take effect on the day it is published in the Register of Contracts Information System ("ISRS") in accordance with the conditions stipulated by Act No. 340/2015 Coll., on special conditions for the effectiveness of some contracts, the publication of such contracts and the Register of Contracts (Contracts Register Act), as amended. The Provider unconditionally consents to the publication of the full text of this Agreement, including the Remuneration and the relevant metadata in the ISRS and on the Client's profile, and in other places where applicable, in accordance with the relevant legislation. This Agreement will be published by the Client.
- 7.7 This Agreement is signed by hand in paper or electronic form. If the Agreement is concluded in paper form, it is signed by hand and drawn up in 3 copies, each of which will be considered an original, while the Client receives 2 copies of the Agreement and the Provider receives 1 copy. If the Agreement is concluded in electronic form, it is then signed in 1 original electronically using the recognised electronic signatures of the persons authorised to act on behalf of the Contracting Parties.

After reading this Agreement the Contracting Parties confirm that its content and the rights and obligations defined therein express their true, serious and free will, and that the Agreement was concluded after mutual discussion. In proof of which they attach their signatures. The Contracting Parties hereby confirm receipt of the appropriate number of copies of this Agreement.

CLIENT

PROVIDER

In Prague, on 28.1.2022

In Sreč, on 21.01.2022



Czech Republic - Ministry of the Environment

Ing. Pavel Zámyslický, Ph. D.
Director of the Department of Energy and
Climate Protection

Tibor Ferenc Schaffhauser
Sole proprietor