

Czech Republic – Ministry of the Environment

• • •

Tibor Ferenc Schaffhauser

AMENDMENT NO. 1

TO THE SERVICE AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment") to the **SERVICE AGREEMENT** concluded on 31 January 2022, entered in the Central Register of Contracts under No. 220015 (hereinafter referred to as the "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: Portnergasse 13/2/8, 1220 Vienna, Austria
AT Tax ID No.: 12 817/9801
EU Tax ID No.: ATU78236115 (is not a VAT payer)
registered: under File No.: 34746790
bank: Erste Bank, SWIFT code: GIBAATWWXXX
account number: 
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 THE AMENDMENT

- 1.1 On 31 January 2022, the Contracting Parties concluded the above-mentioned Agreement. The Provider immediately started to provide the Client with the relevant professional services in preparation for and actual performance of the Czech Presidency of the Council of the European Union in the second half of 2022 in accordance with the Agreement.
- 1.2 During the performance of the Agreement, the Provider notified the Client that its identification data had changed due to relocation to Austria, as follows:

"Tibor Ferenc Schaffhauser

registered office: Portnergasse 13/2/8, 1220 Vienna, Austria

AT Tax ID No.: 12 817/9801

EU Tax ID No.: ATU78236115 (is not a VAT payer)

registered: under File No.: 34746790

bank: Erste Bank, SWIFT code: GIBAATWWXXX

account number:

contact details:

The updated identification details of the Provider are also included in the identification of the Contracting Parties at the beginning of this Amendment.

- 1.3 In order to increase legal certainty, the Contracting Parties further agree to amend the location of the Provider's regular workplace for the purpose of reimbursement of the Provider's travel expenses under the Agreement. In this regard, the Contracting Parties also stipulate that the Remuneration for performance under the Agreement for the calendar months February to August 2022 shall be paid to the Provider on the basis of a summary invoice in the month of September 2022.
- 1.4 Based on the facts described above, the Contracting Parties agree to amend the Agreement as described below in this Amendment.

2. CHANGES TO THE AGREEMENT

- 2.1 In accordance with the facts set forth in Article 1 of this Amendment, the Contracting Parties agree that the language of Paragraph 3.3 of Article 3 shall be amended effective as of the date of this Amendment to read as follows:

*"3.3 In the event that the Provider is sent to meetings 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's place of work or regular workplace is Vienna, Austria (see Provider's identification data). 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."

- 2.2 The Contracting Parties further agree that the wording of Paragraph 3.3 of Article 3 shall be amended with effect from the date of this Amendment to read as follows:

*"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. The Provider shall issue the first summary invoice for the Services provided in the calendar months February to August 2022 from September 2022 onwards. Thereafter, invoicing shall be on a calendar month-by-calendar month basis. The Provider shall always issue an invoice no later than the 5th day of the following calendar month after the end of the billing period. 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."*

- 2.3 Other provisions of the Agreement not affected by this Amendment shall remain in force in their original wording.

3. FINAL PROVISIONS

- 3.1 This Amendment shall enter into force on the date of its signing by both Contracting Parties and shall become effective on the date of its publication in the Information System of the Register of Contracts (hereinafter referred to as the "ISRC") in accordance with the conditions set forth in particular by Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended. The Provider unconditionally agrees to publish the full text of this Amendment, including the relevant metadata, in the ISRC and on the Client's profile, or elsewhere, in accordance with the relevant legislation. Publication of this Amendment shall be made by the Client.
- 3.2 This Amendment is executed in paper or electronic form. If the Amendment is concluded in paper form, it shall be signed in manuscript by the Parties and executed in 3 counterparts, each of which shall be deemed to be an original, 2 counterparts of the Amendment being received by the Client and 1 counterpart by the Provider. If the Amendment is executed electronically, it shall be signed in 1 original electronically using recognized electronic signatures of persons authorized to act for 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

In Prague, on 19/9/2022

PROVIDER

In Prague, on 18/8/2022



**Czech Republic – Ministry of the
Environment**

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

Tibor Ferenc Schaffhauser