

17877/SOPK/22

DODATEK Č.1

ke smlouvě o dílo č. 05763/SOPK/21 ze dne 29.6.2021, (dále jen „Smlouva o dílo“)

I. Smluvní strany

1.1 Objednatel

Česká republika - Agentura ochrany přírody a krajiny České republiky

Sídlo: Kaplanova 1931/1, 148 00 Praha 11 - Chodov

Bankovní spojení: ČNB Praha, Číslo účtu: 18228011/0710

IČO: 629 335 91

DIČ: neplátce DPH

Zastoupená: RNDr. Františkem Pelcem

V rozsahu této smlouvy osoba zmocněná k jednání se zhotovitelem, k věcným úkonům a k převzetí díla: Mgr. _____, e-mail: _____, tel: _____

(dále jen „objednatel“)

a

1.2 Zhotovitel

CS AUDIT s.r.o.

Sídlo: Petra Slezáka 446/13, 186 00 Praha 8 – Karlín

Zastoupený: Ing. Michaela Červinková, jednatelka

Bankovní spojení: Fio banka, a.s.; č.ú. 2201177960/2010

IČO: 05838762

DIČ: CZ05838762

Společnost zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl C, vložka 271754

Email:

II.

2.1 Vzhledem k tomu, že byl ke grantové smlouvě projektu uzavřen dodatek, kterým byl projekt prodloužen do 31. 3. 2023, se smluvní strany dohodly na uzavření tohoto dodatku č.1 ke Smlouvě o dílo.

III.

3.1 Čl. IV, 4.1 (Doba plnění) Smlouvy o dílo se nahrazuje následujícím zněním:

„Zhotovitel se zavazuje provést dílo v období od 1. 10. 2022 do 5. 5. 2023 a předložit auditní zprávu s termínem odevzdání nejpozději do 20. 5. 2023“.

3.2 V Příloze č.1 Smlouvy o dílo se mění v článku č.1 údaj o trvání projektu na: „Projekt je realizován pod programem Twinning Evropské unie. Termín realizace je od 25/12/2020 do 31/3/2023“.

3.3 V Příloze č.1 Smlouvy o dílo se ruší v článku č.4 povinnost zhotovitele: „k převzetí kontrolovaných vzorků připraví předávací protokol s výčtem předávaných podkladů, který bude při předání podepsán oběma stranami (za auditovaný subjekt projektovým manažerem AOPK ČR)“ a je nahrazen následovně: „Zhotovitel pracuje s podklady, které mu objednatel poskytne v rámci elektronického sdíleného prostředí.“

3.4 Ke smlouvě o dílo se přidávají dvě nové přílohy, které jsou dodatky grantové smlouvy projektu:

Příloha č. 1 – Dodatek č. 1 ke grantové smlouvě projektu, který bude tvořit přílohu č. 5 Smlouvy

Příloha č. 2 - Dodatek č. 2 ke grantové smlouvě projektu, který bude tvořit přílohu č. 6 Smlouvy

Ostatní ustanovení Smlouvy o dílo zůstávají beze změny.

IV.

4.1 Zhotovitel bere na vědomí, že tento Dodatek může podléhat povinnosti jeho uveřejnění podle zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (dále jen „zákon o registru smluv“), zákona č. 134/2016 Sb., o zadávání veřejných zakázek, ve znění pozdějších předpisů a/nebo jeho zpřístupnění podle zákona č. 106/1999 Sb., o svobodném přístupu k informacím, ve znění pozdějších předpisů a tímto s uveřejněním či zpřístupněním podle výše uvedených právních předpisů souhlasí.

4.2 Tento Dodatek nabývá platnosti dnem podpisu oprávněným zástupcem poslední smluvní strany.

4.3 Tento Dodatek nabývá účinnosti dnem podpisu oprávněným zástupcem poslední smluvní strany. Podléhá-li však tento Dodatek povinnosti uveřejnění prostřednictvím registru smluv podle zákona o registru smluv, nenabude účinnosti dříve, než dnem jeho uveřejnění. Smluvní strany se budou vzájemně o nabytí účinnosti Dodatku neprodleně informovat.

4.4 Dodatek je vyhotoven ve třech stejnopisech, z nichž každý má platnost originálu. Dva stejnopisy obdrží objednatel, jeden stejnopis obdrží zhotovitel.

4.5 Nedílnou součástí tohoto Dodatku jsou následující přílohy:

Příloha č. 1 – Dodatek č. 1 ke grantové smlouvě projektu, který bude tvořit přílohu č. 5 Smlouvy

Příloha č. 2. Dodatek č. 2 ke grantové smlouvě projektu, který bude tvořit přílohu č. 6 Smlouvy

V Praze dne dle elektronického podpisu

V Praze dne dle elektronického podpisu

Objednatel

Zhotovitel

RNDr. František Pelc
Ředitel AOPK ČR

Ing. Michaela Červinková
Jednatelka CS AUDIT s.r.o.



EUROPEAN UNION
DELEGATION TO ARMENIA

Yerevan, 09.09.2022
DELARME/ARES (2022) 6243448

**Mr.
Project Leader
Nature Conservation Agency of the CR
Kaplanova 1931/1
148 00 Praha 11, Czech Republic**

**Subject: Strengthened protection and sustainable use of biodiversity in
Armenia in line with the European standards**

Ref.: Amendment No. 1 to the Twinning Grant Contract No. ENI/2020/421-422

Dear Mr. Lacina,

Following the request from the Nature Conservation Agency of the Czech Republic to change the Beneficiary Project Leader, namely Ms. [redacted] by [redacted] of the Twinning contract in subject, and to make a budget reallocation, please find attached the Addendum No 1.

Yours Sincerely,

Head of Cooperation Section

Enclosure: Amendment No. 1 with annexes

**AMENDMENT No.1
TO TWINNING GRANT CONTRACT ENI/2020/421-422**

- Reallocation between budgetary sections exceeding 25% changes between budget headings (in its original structure)
- Change of the Beneficiary Project Leader

The Contracting Authority- The European Union, represented by the European Commission
(hereafter *CA*)

of the one part,

and

Nature Conservation Agency of the Czech Republic,
With its office at Kaplanova 1931/1, 148 00 Praha 11, Czech Republic
Company ID: 62933591
represented by František Pelc, Director
("the Member State Partner" - MSP),

of the other part,

have agreed as follows:

ARTICLE 1: Objective

The purpose of this formal amendment to the Twinning Grant Contract is to

- a) change the Beneficiary Project Leader – Mr. _____ instead of Ms _____
- b) carry out shifts in the budget exceeding 25% between budget heading Horizontal Activities Related Costs and Components Mandatory Results.

This modification is necessary because:

- a) The former beneficiary project leader _____ resign to her position of Deputy Minister at the Ministry of Environment
- b) Successful accomplishment and delivery of mandatory results specified under the Component 1 requires more effort to be made and thus more working days to be spent when implementing activities related to the Component 1.

ARTICLE 2: Modification

Annex A3 Budget for the Action of the original contract is amended as described in Annex 1

Article 5.1 (Beneficiary PL, Beneficiary RTA) of the original contract is amended as described in Annex 2.

ARTICLE 3: Cumulative modifications notified

The aggregate amount of the modifications notified, by applying the flexibility rule to date is EUR 132,000, which constitutes 13,27 % of the total budget

	Changes	Changes (abs value)	Changes (abs value as %)
I. Total Resident Twinning Advisor Related Cost	-10.000	10.000	5,29%
II. Total Horizontal Related Costs	-56.000	56.000	29,40%
III. Total Components	66.000	66.000	12,30%
Total Direct Costs (I –III)	0	132.000	13,27 %

ARTICLE 4: Confirmation of validity

All of the parts and dispositions of the initial contract and the side letters/work-plans or amendments, which are not modified here, remain valid.

This Amendment shall take effect upon the notification by the CA of its endorsement by all contract parties as specified below and changes to Annex 1 and 3 initialled by the parties agreed under the project implementation arrangement.

ARTICLE 5: Annexes

Annex 1:

Comparative table of the relevant sections of the budget before and after modification (Annex A3 Budget for the Action)

Annex 2:

Original and amended wording of the changed two texts.

For the Member State

Name: František Pelc

For the Final Recipient of the
Action

Name:

Date:

Date:

For the Contracting Authority

Name:

Date:

BUDGET HEADING	Unit Cost	Number of Units	Total MS cost	Unit Cost	Number of Units	New Total MS cost
I. BUDGET HEADING - Support Personnel, Admin. and related cost						
Compensation wage and non wage	2700	24	64800	2483,33	24	59600,07
Compensation Daily Subsistence	113,25	720	81540	113,25	720	81540
Removal	1000	2	2000	1000	2	2000
Travel			0			0
Taking up duty	600	2	1200	600	2	1200
Accompanying Family			0			0
Annual Return Trip			0			0
Annual Return Trip spouse and family			0			0
Monthly Travel	600	8	4800	600	8	4800
School Fees			0			0
RTA Training Brussels			0			0
Travel Costs	500	1	500	500	1	500
Daily Subsistence Allowance	232	3	696	232	3	696
RTA Assistants contracts			0			0
Assistants	800	24	19200	800	24	19200
Interpreter/translator salary	600	24	14400	400	24	9600
i. Total Resident Twinning Advisor Related Cost			189136			179136,07
II. BUDGET HEADING - Project activities related costs						
Short term staff: MS PL and other Support staff/Component Leaders						
Work plan preparation	350	35	12250	350	25	8750
Steering Committees	350	40	14000	350	28	9800
Communication/Visibility programme	350	40	14000	350	29	9800
Twinning Project Support Cost			54740			38556
Compensation for Daily Subsistence	151	138	20838	151	68	10269
Travel Costs	650	25	16250	650	12	7800
PC PL and or RTA Counterpart Training Brussels	0	0	0	0	0	0
Travel Costs	500	2	1000	500	2	1000
Compensation for Daily Subsistence	232	6	1392	232	6	1392
Communication/Visibility programme			0			0
Maximum amount for all components	45000	1	45000			36104
Purchase of Goods	5000	1	5000	5000	1	5000
Expenditure Verification/Audit costs	6000	1	6000	6000	1	6000
ii. Total Horizontal Related Costs			190470			134470
III. BUDGET HEADING - Components Management Reports						
Component 1						
MS Component leaders/Short Term Experts						
Flat Daily Allowance	350	100	35000	350	150	52500
Twinning Project Support Cost			47600			71400
Compensation for Daily Subsistence	151	120	18120	151	252	38052
Travel Costs	600	20	12000	600	28	16800
Other Costs (interpretation, translation, venue costs)	1000	1	1000	1000	1	1000
Preparation and Printing of reports	500	1	500	469	1	468
Study Tours (if applicable)			0			0
Compensation for Daily Subsistence			0			0
Travel Costs			0			0
External expertise (if applicable)	10000	1	10000	10000	1	10000
Trainees/Interships in the EU MS			0			0
total component 1			124220			190220
Component 2						
MS Component leaders/Short Term Experts						
Flat Daily Allowance	350	120	42000	350	120	42000
Twinning Project Support Cost			57120			57120
Compensation for Daily Subsistence	151	144	21744	151	144	21744
Travel Costs	650	24	15600	650	24	15600
Other Costs (interpretation and translation costs, venue costs, transportation to the regions etc.)	8000	1	8000	8000	1	8000
Preparation and Printing of reports	500	1	500	500	1	500
Study Tours (if applicable)			0			0
Compensation for Daily Subsistence			0			0
Travel Costs			0			0
External expertise (if applicable)			0			0
Trainees/Interships in the EU MS			0			0
total component 2			144964			144964
Component 3						
MS Component leaders/Short Term Experts						
Flat Daily Allowance	350	150	52500	350	150	52500
Twinning Project Support Cost			71400			71400
Compensation for Daily Subsistence	151	180	27180	151	180	27180
Travel Costs	600	20	12000	600	20	12000
Other Costs (interpretation, translation, venue costs)	35000	1	35000	35000	1	35000
Preparation and Printing of reports	500	1	500	500	1	500
Study Tours (if applicable)			0			0
Compensation for Daily Subsistence (average of per diems for CZ and FI)	237	126	29862	237	126	29862
Travel Costs	600	21	12600	600	21	12600
External expertise (if applicable)	4000	1	4000	4000	1	4000
Trainees/Interships in the EU MS	22500	1	22500	22500	1	22500
total component 3			267542			267542
III. TOTAL COMPONENTS			536726			602726
IV. Direct Costs (overat Amount Reserve Funds)						
Total Direct Costs (I-III)			916332			916332
V. Reserves						
Total Reserve Funds (2,5% x IV)			22908,3			22908,3
VI. Provision for indirect costs						
Total Provision for Indirect Costs (6% x IV)			54979,92			54979,92
VII. Operational Twinning						
Total Overall Cost (IV-VI)			994220,22			994220,22

Annex 2:

Original and amended wording of the changed two texts.

Original

5.1 Any communication relating to this Contract shall be in writing, state the number and title of the Action and be sent to the following addresses:

For the Contracting Authority

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

**European Union Delegation to Armenia
21, Frik Street
0002, Yerevan, Armenia
To the attention of Mr.
Head of Finance, Contracts and Audit Section**

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

**European Union Delegation to Armenia
21, Frik Street
0002, Yerevan, Armenia
To the attention of Mr.
Project manager**

For the Lead Member State Partner

**Agentura ochrany přírody a krajiny České republiky /
Nature Conservation Agency of the CR
Kaplanova 1931/1
148 00 Praha 11, Czech Republic
To the attention of the MS Project Leader Mr.**

For the Final Recipient of the Action

**Beneficiary PL: Ms. _____, Deputy Minister of Environment of the
Republic of Armenia,
Government House No 3, Republic Square, 0010, Yerevan, Republic of Armenia**

**Beneficiary RTA: Mr. _____, Head of Biodiversity of Forest Policy
Department of the Ministry of Environment of RA,**

**Ministry of Environment of the Republic of Armenia
Government House No 3, Republic Square, 0010, Yerevan, Republic of Armenia**

Ms.

**Deputy Prime Minister's Office, Government House No 1,
Republic Square, 0010 Yerevan, Republic of Armenia**

Amended

5.1 Any communication relating to this Contract shall be in writing, state the number and title of the Action and be sent to the following addresses:

For the Contracting Authority

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

**European Union Delegation to Armenia
21, Frik Street
0002, Yerevan, Armenia
To the attention of Mr.
Head of Finance, Contracts and Audit Section**

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

**European Union Delegation to Armenia
21, Frik Street
0002, Yerevan, Armenia
To the attention of Mr.
Project manager**

For the Lead Member State Partner

**Agentura ochrany přírody a krajiny České republiky /
Nature Conservation Agency of the CR
Kaplanova 1931/1
148 00 Praha 11, Czech Republic
To the attention of the MS Project Leader**

For the Final Recipient of the Action

**Beneficiary PL: Mr. _____, Deputy Minister of Environment of the
Republic of Armenia,
Government House No 3, Republic Square, 0010, Yerevan, Republic of Armenia**

**Beneficiary RTA: Ms. _____, Head of Department of International
Cooperation of the Ministry of Environment of RA.**

Ministry of Environment of the Republic of Armenia

Government House No 3, Republic Square, 0010, Yerevan, Republic of Armenia

Ms.

**Deputy Prime Minister's Office, Government House No 1,
Republic Square, 0010 Yerevan, Republic of Armenia**

**AMENDMENT No.2
TO TWINNING GRANT CONTRACT ENI/2020/421-422**

- X - Extension of the project implementation period by 3 months and 7 days till 31 March 2023
- X - Adding a new component – 4. Drafting the Strategy and Action Plan of the Republic of Armenia on the Conservation, Protection, Reproduction and Use of Biological Diversity
- X - Reallocation between budgetary sections in favour of the budget line of the new Component 4

The Contracting Authority- The European Union, represented by the European Commission
(hereafter CA)

of the one part,

and

Nature Conservation Agency of the Czech Republic,
With its office at Kaplanova 1931/1, 148 00 Praha 11, Czech Republic
Company ID: 62933591
represented by _____, Director
("the Member State Partner" - MSP),

of the other part,

have agreed as follows:

ARTICLE 1: Objective

The purpose of this formal amendment to the Twinning Grant Contract is to:

- a) shift the end of the project implementation period by 3 months and 7 days till 31 March 2023; accordingly, the project execution period will be shifted (2.1 of the Twinning Grant Contract)
- b) introduce the Component 4: Drafting the Strategy and Action Plan of the Republic of Armenia on the Conservation, Protection Reproduction and Use of Biological Diversity.
- c) make a substantial change of the budget due to the introduction of a new component

This modification is necessary because:

a) it ensures effective use of the budget savings to support development of the strategic document in favour of biodiversity protection in accordance with priorities of the Beneficiary.

ARTICLE 2: Modification

- a) Article 2 of the Special Condition – Execution and Implementation Period of the Action is modified: The new proposed Implementation Period is 25 December 2020 – 31 March 2023
- b) Annex A1 Updated Description of the Action with a new component added (Articles 4 and 6) incl. Indicative Implementation Schedule
- c) Annex A3 Budget for the Action of the original contract is amended as described in the Annex 1

ARTICLE 3: Cumulative modifications notified

The aggregate amount of the modifications based on the project change caused by adding a new component in comparison to the budget as it was modified by the Contract Addendum 1.

	Changes	Changes (abs value)	Changes (abs value as %)
I. Total Resident Twinning Advisor Related Cost	-1,000	1,000	0.56 %
II. Total Horizontal Related Costs	-37,127	37,127	27.61 %
III. Total Components	+38,127	38,127	6.33 %
Total Direct Costs (I –III)		76,254	7.67 %

ARTICLE 4: Confirmation of validity

All of the parts and dispositions of the initial contract and the side letters/work-plans or amendments, which are not modified here, remain valid.

This Amendment shall take effect upon the notification by the CA of its endorsement by all contract parties as specified below and changes to Annex 1 and 3 initialled by the parties agreed under the project implementation arrangement.

ARTICLE 5: Annexes

Annex 1:

Updated Article 2 of the Twinning Grant Contract – Special Conditions

Annex 2:

Updated Description of the Action (Annex A1 to the Twinning Grant Contract)

Annex 3:

Indicative Implementation Schedule

Annex 4:

Updated Budget for the Action (Annex A3 to the Twinning Grant Contract)

For the Member State

Name: František Pelc

Date: ,

For the Contracting Authority

Name:

Date:

For the Final Recipient of the
Action

Name: .

Date: