Nerudova 3, 118 50 Praha 1 tel.: +420 251 108 130, fax: +420 251 108 225

Č.j. objednatele: 283938/2023-ČRA

Smlouva o spolupráci

níže uvedeného dne měsíce a roku mezi smluvními stranami:

Česká republika – Česká rozvojová agentura

Zastoupená: Ing. Michalem Minčevem, MBA, ředitelem

Se sídlem: Nerudova 3, 118 50 Praha 1

IČO: 75123924

Bankovní spojení: Česká národní banka, Na Příkopě 28, Praha 1

Číslo účtu: 0000 – 72929011/0710 Kontaktní osoba: Ing. Lenka Knytlová

Tel.:

E-mail:

(dále jen "ČRA"),

a

enovation s.r.o.

Se sídlem: Sokolovská 695/115b, 186 00 Praha 8, Karlín

Bankovní spojení: Číslo účtu: , ,

IČO: 27909751 DIČ: CZ27909751

Zastoupen: Mgr. David Kotris, jednatel

Zapsán: u Městského soudu v Praze, spisová značka C 125819

Tel.:

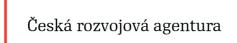
E-mail:

(dále jen "Konzultant"),

ČRA a Konzultant společně jen "Smluvní strany" nebo jednotlivě "Smluvní strana".

- 1.1. Smluvní strany se dohodly na spolupráci v rámci projektů delegované spolupráce ČRA a aktivitách spojených s delegovanou spoluprací ČRA. Konzultant se tímto zavazuje na vlastní náklady a nebezpečí řádně a včas poskytovat ČRA služby finančního řízení projektů v režimu delegované spolupráce s Evropskou komisí (dále jen "služby"), přičemž Konzultant se zavazuje vykonávat v rámci služeb v souladu s přílohou č. 4 této smlouvy zejména následující činnosti:
 - Příprava rozpočtů pro nové projekty delegované spolupráce ČRA;





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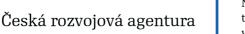
- Návrh zatřídění nákladů kódování podle struktury závazného rozpočtu jednotlivých projektů;
- Vytváření přehledu očekávaných nákladů v průběhu kalendářního roku a v průběhu projektu;
- Vytváření šablony pro finančně-projektový plán konkretizující náklady do jednotlivých období a k jednotlivým projektovým etapám a ke konzultacím k jejímu vyplnění;
- Vedení evidence nákladů sloužící k internímu sledování čerpání finančních prostředků pro jednotlivé projekty;
- Kvartální reporting formou osobní prezentace o skutečných/předpokládaných nákladech jednotlivých projektů;
- Vytváření pravidelných finančních reportů pro jednotlivé projekty v termínech a struktuře vyžadované příslušnou smluvní dokumentací;
- Finanční řízení projektu dohled nad čerpáním dle stanoveného rozpočtu, jak dotační, tak nedotační části projektu, konzultace v případě, kdy hrozí materiální překročení nákladů nebo nečerpání rozpočtu;
- Podklady pro audity ČRA nebo audity projektů nad rámec účetních podkladů, zejména zatřídění nákladů a jejich vazba na zaslané zprávy;
- Návrh alokace osobních nákladů jednou ročně, resp. častěji, v případě, že dojde ke změně v projektu, která má vliv na alokaci osobních nákladů a dále při vzniku nového projektu;
- Dalším konzultacím či vytvoření materiálů specificky požadovaného pro potřeby ČRA ve vztahu k projektům delegované spolupráce.
- 1.2. ČRA se tímto zavazuje řádně a včas zaplatit Konzultantovi za poskytnutí odborné pomoci a konzultací (dále také jen jako "Služby") sjednanou odměnu za podmínek upravených touto smlouvou.
- 1.3. Konzultant se zavazuje dostavit se na osobní konzultace do sídla ČRA na požádání ČRA, a to ve vzájemně dohodnutém termínu, nejpozději však do 10 pracovních dnů od doručení žádosti ČRA.
- 1.4. Konzultant uvádí, že služby bude vykonávat tato fyzická osoba:

jméno: Ing. Vojtěch Brož, tel.

Článek 2

2.1. Smluvní strany se dohodly, že ČRA zaplatí Konzultantovi za poskytnutí služeb podle čl. 1 této smlouvy odměnu ve výši 590,- Kč bez DPH za každou účelně vynaloženou hodinu vykázanou ve výkazu práce, pokud služba bude poskytnuta na území České republiky, a ve výši 690,- Kč bez DPH, pokud Konzultant pro poskytnutí služby bude muset vycestovat mimo hranice České republiky za dobu plnění služby mimo území České republiky. Doba strávená na cestě se pro účely výpočtu odměny nepočítá. Tato odměna zahrnuje veškeré náklady Konzultanta, které mu v souvislosti s poskytováním služeb vzniknou, mimo následující náklady:





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ČRA bude v případě pracovní cesty hradit Konzultantovi cestovní náklady, a to pouze náklady na dopravu, ubytování a administrativní náklady, bez nichž by nebylo možné cestu uskutečnit, jako jsou například náklady na povinné zdravotní testy nebo víza. Pro účely výpočtu nákladů na pracovní cestu určily smluvní strany počátek a konec pracovní cesty město Praha. Konzultantovi náleží náhrada za čas na pracovní cestě strávený samotnou cestou ve výši 500,- Kč bez DPH za každou celou hodinu (hodinová sazba ve výši 500,- Kč bez DPH je uplatňována pouze pro ty hodiny, které nejsou zahrnuty do výkazu práce).

ČRA nebude hradit Konzultantovi žádné jiné náklady, ani stravné, ani žádné jiné platby než výše uvedené. Předpokládaná kalkulace nákladů na pracovní cestu musí být Konzultantem písemně (postačuje i e-mailem) předložena ČRA ke schválení nejpozději 5 pracovních dní před započetím pracovní cesty. Pracovní cesta nesmí být zahájena, dokud nedojde ze strany ČRA k schválení kalkulace nákladů na pracovní cestu (rovněž postačuje e-mailem).

Náklady na mezinárodní dopravu, ubytování a místní dopravu bude ČRA zpravidla Konzultantovi přímo sama objednávat a hradit. Nebudou-li tyto náklady hrazeny ze strany ČRA, budou hrazeny Konzultantovi na základě zvláštní faktury, jejíž přílohou musí být doklady prokazující jejich vynaložení.

- 2.2. Smluvní strany se dohodly, že předpokládaný rozsah činnosti konzultanta v kalendářním měsíci je 100 hodin. V případě, kdy Konzultant bude v daném měsíci evidovat 80 hodin práce, je povinen na to upozornit kontaktní osobu ČRA na email uvedený v záhlaví této smlouvy.
- 2.3. Konzultant vystaví daňový doklad fakturu, kterou doručí ČRA do datové schránky vždy do 10 kalendářních dní od schválení výkazu práce ze strany ČRA. Přílohou faktury musí být výkaz práce schválený ČRA. Konzultant na faktuře rozdělí fakturovanou částku na jednotlivé projekty a činnosti, jak budou rozděleny ve výkazu práce.
- 2.4. Lhůta splatnosti každé faktury je 21 kalendářních dnů od jejího doručení ČRA. Termín úhrady se rozumí den odpisu platby z účtu ČRA. Faktura bude mít všechny náležitosti daňového dokladu. ČRA je oprávněna vrátit do data splatnosti fakturu Konzultantovi, a neproplácet ji, pokud obsahuje nesprávné údaje nebo ČRA bude požadovat vysvětlení výkazu práce či doložení dalších dokladů dle odst. 5.2. této smlouvy či dokladů prokazující vynaložení fakturovaných nákladů.

- 3.1. Tato smlouva se uzavírá na dobu určitou do doby, až výše veškerých částek uhrazených přímo Konzultantovi na základě článku 2 této smlouvy dosáhne nebo překročí částku 990.000,- Kč bez DPH.
- 3.2. Tuto smlouvu lze ukončit dohodou smluvních stran, případně písemnou výpovědí i bez uvedení důvodu jedné smluvní strany druhé smluvní straně. Výpovědní





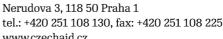
doba činní dva kalendářní měsíce a počíná běžet prvním dne měsíce následujícího po měsíci, ve kterém byla výpověď doručena druhé smluvní straně.

Článek 4

- 4.1. ČRA je povinna poskytnout Konzultantovi nutnou součinnost pro plnění předmětu smlouvy. Nutnou součinností se pro účely této smlouvy rozumí zejména poskytnutí veškerých informací a podkladů přímo souvisejících s předmětem plnění této smlouvy, pověření zástupců, kteří budou po celou dobu plnění předmětu smlouvy spolupracovat s Konzultantem a budou se schopni kvalifikovaně vyjadřovat k situacím, případným otázkám a požadavkům souvisejícím s plněním předmětu smlouvy. ČRA bude zajišťovat:
 - vedení účetnictví projektů delegované spolupráce;
 - alokaci jednotlivých nákladů do schválené struktury projektových rozpočtů a přiřazení kódů k jednotlivým nákladům;
 - zasílání měsíčních výpisů nákladů v souladu s účetnictvím;
 - informování o došlých platbách určených k financování projektů delegované spolupráce;
 - vytváření a aktualizaci finančně projektových plánů.
- 4.2. Konzultant není odpovědný za prodlení z důvodů neposkytnutí součinnosti ze strany ČRA.
- 4.3. Konzultant si je vědom skutečnosti, že v průběhu poskytování služeb bude získávat informace o plánovaných projektech ZRS, zadávaných ČRA v režimu veřejných zakázek. Z tohoto důvodu se Konzultant zavazuje, že bude zachovávat mlčenlivost o veškerých informacích získaných v rámci provádění služeb, že nebude poskytovat žádné informace získané při provádění služeb ani se nebude účastnit samostatně, jako poddodavatel nebo jakýmkoliv jiným způsobem těchto veřejných zakázek.

- 5.1. Konzultant bude poskytovat služby průběžně dle aktuální potřeby ČRA či externích partnerů ČRA. Požadavky na provádění služeb mohou být Konzultantovi sdělovány osobně, telefonicky či emailem. Pokud požadavek na služby nebude spadat pod odbornost Konzultanta, je tento tuto skutečnost bezodkladně sdělit ČRA, v případě, že tak neučiní, ČRA přepokládá, že Konzultant je v dané oblasti odborníkem.
- 5.2. Do pěti dnů od skončení každého kalendářního měsíce zašle Konzultant na e-mail ČRA výkaz práce, kde bude uveden soupis konkrétních činností v rámci plnění služeb s uvedením počtu hodin u každé této činnosti, hodinové sazby, jednotlivé ceny činností a s uvedením celkové ceny. Konzultant ve výkazu práce rozdělí odpracovanou dobu na jednotlivé běžící projekty a na ostatní činnosti v rámci





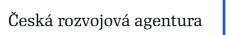
Delegované spolupráce. Vzor výkazu práce zašle ČRA na e-mail Konzultanta po uzavření této smlouvy. ČRA se zavazuje tento výkaz schválit, nebo požadovat jeho doplnění, úpravy či vysvětlení, a to do deseti dnů od jeho předložení. Až odsouhlasením tohoto výkazu vzniká Konzultantovi nárok na odměnu za poskytnutí těchto služeb dle čl. 2 této smlouvy.

Článek 6

- 6.1. Konzultant se zavazuje řídit se vnitřním etickým kodexem ČRA, se kterým se před podpisem této smlouvy seznámil.
- 6.2. Konzultant se zavazuje zaplatit ČRA smluvní pokutu ve výši 50 000,- Kč za každé jednotlivé porušení mlčenlivosti dle odst. 4.3 této smlouvy nebo za jakoukoliv účast ve veřejné zakázce ve smyslu tohoto ustanovení smlouvy.
- 6.3. V případě, že Konzultant bude v prodlení s plnění služeb v dohodnutém termínu, nebo v termínu stanoveném Evropskou komisí je povinen uhradit ČRA smluvní pokutu ve výši 1.000,- Kč za každý započatý den prodlení.
- 6.4. Konzultant je povinen uhradit ČRA veškerou škodu, která ČRA v důsledku jeho činnosti či opomenutí vznikne. Za škodu jsou považovány i částky, které ČRA v důsledku jednání či opomenutí Konzultanta nebude moc čerpat z rozpočtu Delegované spolupráce či částky, sankce, odvody či náhrady škody, které bude muset do rozpočtu Delegované spolupráce uhradit. Smluvní strany nebudou aplikovat ust. § 2050 občanského zákoníku.

- 7.1. ČRA předává Konzultantovi osobní údaje nezbytné pro plnění výše uvedené smlouvy ze strany Konzultanta a Konzultant je tedy v pozici zpracovatele 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"). Osobní údaje předávané Konzultantovi jsou blíže specifikovány v příloze č. 2 této smlouvy. Konzultant se zavazuje postupovat i v souladu se zákonem č. 110/2019 Sb., o zpracování osobních údajů, ve znění pozdějších předpisů.
- 7.2. Osobní údaje budou Konzultantem zpracovávány pouze po dobu trvání smlouvy.
- 7.3. Konzultant se zavazuje, že bude dodržovat veškeré povinnosti stanovené mu právními předpisy upravujícími ochranu osobních údajů, zejména pak GDPR, a zachovávat mlčenlivost ohledně osobních údajů získaných od ČRA.
- 7.4. Konzultant se zavazuje, že bude zpracovávat osobní údaje pouze na základě doložených pokynů ČRA a informuje ČRA o případných požadavcích na předání osobních údajů do třetí země nebo mezinárodní organizaci, pokud právní



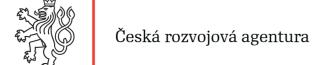


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předpisy nestanoví, že toto informování z důležitých důvodů veřejného zájmu není možné.

- 7.5. Konzultant se zavazuje, že zajistí, aby se osoby oprávněné pro něj zpracovávat osobní údaje zavázaly k mlčenlivosti nebo aby se na ně vztahovala zákonná povinnost mlčenlivosti.
- 7.6. Konzultant se zavazuje, že dodrží podmínky stanovené ČRA pro zapojení dalšího zpracovatele, zejména bude vybírat dalšího zpracovatele se zvláštní pečlivostí a bude od něj požadovat takové záruky, které zabezpečí ochranu osobních údajů aspoň v rozsahu odpovídající úrovní zabezpečení Konzultanta a požadavkům GDPR. Zapojení dalšího zpracovatele je možné jen s písemným souhlasem ČRA.
- 7.7. Konzultant se zavazuje, že poskytne součinnost ČRA pro splnění jeho povinnosti vyřídit žádost subjektu údajů vztahující se k výkonu jeho práv a k jednáním s dozorovým orgánem.
- 7.8. Konzultant se zavazuje, že osobní údaje získané od ČRA nijak nezneužije pro svůj prospěch nebo ve prospěch třetí osoby.
- 7.9. Konzultant prohlašuje, že osobní údaje získané od ČRA budou dostatečně chráněny jeho systémem technických a organizačních opatření. Tento systém ochrany se zavazuje pravidelně kontrolovat. V rámci těchto opatření bude Konzultant zejména nakládat s osobními údaji tak, aby nebyly zpřístupněny nepovolaným osobám, tj. osobní údaje v listinné podobě, na výměnných a vyjímatelných datových médiích bude ukládat mimo dosah třetích osob v uzamykatelných prostorech nebo skříních a výpočetní techniku zabezpečí přístupovým heslem.
- 7.10. Konzultant se zavazuje přijmout taková technická a organizační opatření, aby dosáhl stejné nebo vyšší úrovně ochrany jako ČRA, pokud to po něm lze spravedlivě požadovat s ohledem na výši nákladů, kterou na tato opatření bude muset vynaložit.
- 7.11. Konzultant se zavazuje, že s ČRA bude spolupracovat při posuzování vlivu na ochranu osobních údajů a v otázkách zabezpečení osobních údajů a ohlašování porušení tohoto zabezpečení.
- 7.12. Dojde-li k porušení zabezpečení osobních údajů je Konzultant povinen tuto skutečnost bez zbytečného odkladu ohlásit ČRA, nejpozději pak do 48 hodin.
- 7.13. Konzultant se zavazuje, že poskytne ČRA veškeré informace nutné k doložení plnění všech povinností Konzultanta při zpracování osobních údajů a umožní ČRA provádění kontroly.





- 7.14. V případě, že má Konzultant za to, že určitý pokyn ČRA je v rozporu s GDPR nebo jinými právními předpisy tkajícími se ochrany osobních údajů, neprodleně na to to ČRA upozorní.
- 7.15. Po ukončení poskytování služeb Konzultant provede likvidaci všech osobních údajů zpracovaných pro ČRA s výjimkou těch osobních údajů, které si ČRA vyžádá zpět a těch osobních údajů, které musí archivovat po dobu stanovenou zákonem č.563/1991 Sb., o účetnictví, ve znění pozdějších předpisů, nebo jiným právním předpisem.
- 7.16. Pokud zhotovitel v průběhu realizace předmětu plnění získá osobní údaje, které bude předávat ČRA, je Konzultant povinen zajistit před zahájením zpracování od subjektu údajů nebo jeho zákonného zástupce v případě, že subjektem údajů je dítě, písemný souhlas se zpracováním jeho osobních údajů ČRA a tento písemný souhlas předat bez zbytečného odkladu od jeho získání ČRA, pokud nebude možné zpracování osobních údajů ČRA provést v souladu s GDPR bez souhlasu subjektu údajů. Souhlas bude udělen na formuláři souhlasu, který tvoří přílohu č. 3 této smlouvy.

- 8.1. Smluvní strany prohlašují, že tato smlouva byla mezi nimi uzavřena vážně a svobodně, nikoliv v tísni či za podmínek nápadně nevýhodných.
- 8.2. Pokud by tato smlouva trpěla právními vadami, zejména pokud by některé z jejích ustanovení bylo v rozporu s platnými právními předpisy, v důsledku čehož by mohla být tato smlouva posuzována jako neplatná, považuje se toto ustanovení za samostatné (a tedy samostatně neplatné) a smlouva se posuzuje, jako by takové ustanovení nikdy neobsahovala.
- 8.3. Pokud v této smlouvě není výslovně dohodnuto jinak, vztahy mezi smluvními stranami podle této smlouvy se řídí právními předpisy platnými v České republice. Ustanovení § 570 odst. 1, § 647, § 1765 odst. 1, § 1766, § 1793, § 1794, § 1795, §1971, § 1805 odst. 2 občanského zákoníku, se na právní vztah založený touto smlouvou nepoužijí.
- 8.4. Tato smlouva může být změněna pouze na základě číslovaného písemného dodatku podepsaného oprávněnými zástupci obou stran.
- 8.5. Žádná ze stran není odpovědná za žádná prodlení nebo neplnění v důsledku okolností, které nemohla ovlivnit.
- 8.6. Tato smlouva tvoří úplnou dohodu mezi stranami a nahrazuje všechny předchozí dohody, ujednání a sdělení týkající se díla. Žádné další dohody, prohlášení, záruky nebo jiné záležitosti, ať již ústní nebo písemné, nebudou považovány za závazné pro uvedené strany v souvislosti s předmětem této smlouvy.





- 8.7. Veškerá oznámení a jiná sdělení učiněná podle této smlouvy musí být vypracována písemně a nabydou účinnosti okamžikem doručení straně, které jsou určena, na adresu této strany uvedenou v záhlaví této smlouvy.
- 8.8. Tato smlouva je vyhotovena ve dvou stejnopisech, jeden pro každou smluvní stranu. V případě elektronického podpisu bude jen jedno vyhotovení smlouvy s elektronickými podpisy obou smluvních stran.
- 8.9. Smluvní strany berou na vědomí, že tato smlouva bude zveřejněna v registru smluv dle zákona č. 340/2015 Sb., o registru smluv, jelikož je ČRA povinnou osobou ve smyslu tohoto zákona, a s jejím zveřejněním souhlasí. Zveřejnění se zavazuje zajistit ČRA do 30 dnů od podpisu této smlouvy oběma smluvními stranami.
- 8.10. Tato smlouva nabývá platnosti dnem jejího podpisu oběma smluvními stranami a účinnosti dnem uveřejnění v registru smluv.

Seznam příloh:

Příloha č. 1: Výpis z veřejné části Živnostenského rejstříku Konzultanta;

Příloha č. 2: Specifikace osobních údajů předávaných Konzultantovi;

Příloha č. 3: Souhlas se zpracováním osobních údajů;

Příloha č. 4: Podmínky EK.



Ing. Michal Minčev, MBA ředitel České rozvojové agentury

V Praze dne:



Mgr. David Kotris, jednatel Za konzultanta



Výpis z veřejné části Živnostenského rejstříku

Platnost k 15.11.2023 09:56:13

Obchodní firma: enovation s.r.o.

Adresa sídla: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo osoby: **27909751** *Statutární orgán nebo jeho členové:*

Jméno a příjmení: Ing. Jiří Pavlíček (2)

Vznik funkce: **25.05.2023**

Jméno a příjmení: Mgr. David Kotris (3)

Vznik funkce: **25.05.2023**

Živnostenské oprávnění č.1

Předmět podnikání: Výroba, obchod a služby neuvedené v přílohách 1 až 3 živnostenského zákona
Obory činnosti: Vydavatelské činnosti, polygrafická výroba, knihařské a kopírovací práce

Výroba plastových a pryžových výrobků

Výroba stavebních hmot, porcelánových, keramických a sádrových výrobků

Výroba kovových konstrukcí a kovodělných výrobků Povrchové úpravy a svařování kovů a dalších materiálů

Výroba měřicích, zkušebních, navigačních, optických a fotografických přístrojů

a zařízení

Výroba elektronických součástek, elektrických zařízení a výroba a opravy elektrických

strojů, přístrojů a elektronických zařízení pracujících na malém napětí

Výroba strojů a zařízení

Výroba školních a kancelářských potřeb, kromě výrobků z papíru, výroba bižuterie,

kartáčnického a konfekčního zboží, deštníků, upomínkových předmětů

Výroba dalších výrobků zpracovatelského průmyslu

Zprostředkování obchodu a služeb

Velkoobchod a maloobchod

Údržba motorových vozidel a jejich příslušenství

Skladování, balení zboží, manipulace s nákladem a technické činnosti v dopravě

Zasilatelství a zastupování v celním řízení

Poskytování software, poradenství v oblasti informačních technologií, zpracování dat,

hostingové a související činnosti a webové portály Činnost informačních a zpravodajských kanceláří

Nákup, prodej, správa a údržba nemovitostí

Pronájem a půjčování věcí movitých

Poradenská a konzultační činnost, zpracování odborných studií a posudků Příprava a vypracování technických návrhů, grafické a kresličské práce

Projektování elektrických zařízení

Výzkum a vývoj v oblasti přírodních a technických věd nebo společenských věd

Testování, měření, analýzy a kontroly

Reklamní činnost, marketing, mediální zastoupení

Návrhářská, designérská, aranžérská činnost a modeling

Fotografické služby

Překladatelská a tlumočnická činnost

Služby v oblasti administrativní správy a služby organizačně hospodářské povahy Mimoškolní výchova a vzdělávání, pořádání kurzů, školení, včetně lektorské činnosti Provozování kulturních, kulturně-vzdělávacích a zábavních zařízení, pořádání

kulturních produkcí, zábav, výstav, veletrhů, přehlídek, prodejních a obdobných akcí

Runturnich produkci, zadav, vystav, veletrnu, premidek, prodejnich a obdobnych ak

Poskytování technických služeb

Poskytování služeb osobního charakteru a pro osobní hygienu

Výroba, obchod a služby jinde nezařazené

Druh živnosti: Ohlašovací volná

Vznik oprávnění: 10.07.2007

Doba platnosti oprávnění: na dobu neurčitou

Živnostenské oprávnění č.2

Předmět podnikání: Činnost účetních poradců, vedení účetnictví, vedení daňové evidence

Ohlašovací vázaná Druh živnosti:

Vznik oprávnění: 06.03.2013

Doba platnosti oprávnění: na dobu neurčitou

Odpovědný zástupce:

Ing. Dana Šedivá (1) Jméno a příjmení:

Provozovny k předmětu podnikání číslo

1. Výroba, obchod a služby neuvedené v přílohách 1 až 3 živnostenského zákona

Obor činnosti: Vydavatelské činnosti, polygrafická výroba, knihařské a kopírovací práce

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Výroba plastových a pryžových výrobků

Umístění: Rustonka R3

Sokolovská 695/115b, 186 00, Praha 8 - Karlín Adresa:

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Výroba stavebních hmot, porcelánových, keramických a sádrových výrobků

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Výroba kovových konstrukcí a kovodělných výrobků

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Povrchové úpravy a svařování kovů a dalších materiálů

Rustonka R3 Umístění:

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Výroba měřicích, zkušebních, navigačních, optických a fotografických přístrojů a zařízení

Umístění: Rustonka R3

Sokolovská 695/115b, 186 00, Praha 8 - Karlín Adresa:

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Výroba elektronických součástek, elektrických zařízení a výroba a opravy elektrických strojů,

přístrojů a elektronických zařízení pracujících na malém napětí

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019 Obor činnosti: Výroba strojů a zařízení Umístění: Rustonka R3

Sokolovská 695/115b, 186 00, Praha 8 - Karlín Adresa:

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

> - 2 -ZVW 2.8 WEB 0043/032

Obor činnosti: Výroba školních a kancelářských potřeb, kromě výrobků z papíru, výroba bižuterie, kartáčnického

a konfekčního zboží, deštníků, upomínkových předmětů

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Výroba dalších výrobků zpracovatelského průmyslu

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Zprostředkování obchodu a služeb

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Velkoobchod a maloobchod

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Údržba motorových vozidel a jejich příslušenství

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Skladování, balení zboží, manipulace s nákladem a technické činnosti v dopravě

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Zasilatelství a zastupování v celním řízení

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Poskytování software, poradenství v oblasti informačních technologií, zpracování dat, hostingové a

související činnosti a webové portály Umístění: **Rustonka R3**

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Činnost informačních a zpravodajských kanceláří

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Nákup, prodej, správa a údržba nemovitostí

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Pronájem a půjčování věcí movitých

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

- 3 - ZVW 2.8 WEB 0043/032

Obor činnosti: Poradenská a konzultační činnost, zpracování odborných studií a posudků

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Příprava a vypracování technických návrhů, grafické a kresličské práce

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Projektování elektrických zařízení

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Výzkum a vývoj v oblasti přírodních a technických věd nebo společenských věd

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Testování, měření, analýzy a kontroly

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Reklamní činnost, marketing, mediální zastoupení

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Návrhářská, designérská, aranžérská činnost a modeling

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019 Obor činnosti: Fotografické služby Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Překladatelská a tlumočnická činnost

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Služby v oblasti administrativní správy a služby organizačně hospodářské povahy

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Mimoškolní výchova a vzdělávání, pořádání kurzů, školení, včetně lektorské činnosti

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

- 4 - ZVW 2.8 WEB 0043/032

Obor činnosti: Provozování kulturních, kulturně-vzdělávacích a zábavních zařízení, pořádání kulturních produkcí,

zábav, výstav, veletrhů, přehlídek, prodejních a obdobných akcí

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: 1013550757 Zahájení provozování dne: 02.12.2019

Obor činnosti: Poskytování technických služeb

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Poskytování služeb osobního charakteru a pro osobní hygienu

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Obor činnosti: Výroba, obchod a služby jinde nezařazené

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

2. Činnost účetních poradců, vedení účetnictví, vedení daňové evidence

Umístění: Rustonka R3

Adresa: Sokolovská 695/115b, 186 00, Praha 8 - Karlín

Identifikační číslo provozovny: **1013550757** Zahájení provozování dne: **02.12.2019**

Seznam zúčastněných osob

Jméno a příjmení: Ing. Dana Šedivá (1)

Datum narození:

Občanství: Česká republika

Jméno a příjmení: Ing. Jiří Pavlíček (2)

Datum narození:

Jméno a příjmení: Mgr. David Kotris (3)

Datum narození:

Úřad příslušný podle §71 odst.2 živnostenského zákona: **Úřad městské části Praha 8**

Ministerstvo průmyslu a obchodu osvědčuje, že údaje uvedené v tomto výpise jsou k datu platnosti výpisu zapsány v živnostenském rejstříku.

- 5 - ZVW 2.8 WEB 0043/032

Příloha č. 2 - Specifikace osobních údajů

Účel zpracování:

Zpracování podle ustanovení čl. 6 odst. 1 písm. b) Nařízení (EU) 2016/679 (GDPR)

Zpracování je nezbytné pro plnění smlouvy o spolupráci.

Kategorie subjektů údajů:

zaměstnanci Správce, dodavatel a zhotovitel a jejich statutární orgány, kontaktní osoba dodavatele a zhotovitele, kontaktní osoba ambasády, kontaktní osoby signatáře *Memorandum of Understanding*, kontaktní osoby partnera zapojeného v projektu rozvojové spolupráce, příjemci plnění z projektu rozvojové spolupráce, žadatel o poskytnutí dotace, statutární orgán žadatele o poskytnutí dotace, zaměstnanci žadatele o poskytnutí dotace, kontaktní osoby partnerských organizací, účastník zadávacího řízení a jeho statutární orgán, poddodavatel účastníka zadávacího řízení a jeho statutární orgán, zaměstnanci účastníka zadávacího řízení, členové expertního týmu účastníka zadávacího řízení, kontaktní osoby pro ověření referencí

Kategorie osobních údajů:

žadatel o poskytnutí dotace, účastník zadávacího řízení, zhotovitel, dodavatel, poddodavatel

jméno, příjmení, sídlo, bydliště, datum narození, rodné číslo, podpis, emailová adresa, telefonní číslo, IČO

statutární orgán žadatele o poskytnutí dotace, účastníka zadávacího řízení, zhotovitele, dodavatele či poddodavatele

jméno, příjmení, bydliště, funkce, podpis, emailová adresa, telefonní číslo

zaměstnanci žadatele o poskytnutí dotace, členové expertního týmu žadatele o poskytnutí dotace, kontaktní osoby partnerských organizací, zaměstnanci Správce, kontaktní osoba dodavatele a zhotovitele, kontaktní osoba ambasády, kontaktní osoby signatáře Memorandum of Understanding, kontaktní osoby partnera zapojeného v projektu rozvojové spolupráce, příjemci plnění z projektu rozvojové spolupráce, zaměstnanci žadatele o poskytnutí dotace, členové expertního týmu žadatele o poskytnutí dotace, kontaktní osoby partnerských organizací, zaměstnanci účastníka zadávacího řízení, členové expertního týmu účastníka, kontaktní osoby pro ověření referencí

jméno, příjmení, telefonní číslo, emailová adresa



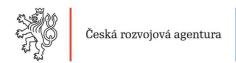
Subjekt údajů/ Data subject:

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 sítí 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/ <i>Date</i> :	
,	Podpis subjektu údajů/
	Signature of the data subject

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Article 1: Definitions

Action: the cooperation programme or project partly or wholly financed by the EU,

which is carried out by the Organisation as described in Annex I. Where reference is made to the Action or part of the Action financed by the EU Contribution, this refers both (i) to activities exclusively financed by the EU

Contribution and (ii) to activities jointly co-financed by the EU.

Contractor: a natural or legal person with whom a Procurement Contract has been signed.

Days: calendar days.

Early Detection

and Exclusion System: a system set up by Regulation (EU, Euratom) No 2015/1929 of 28 October

2015 on the financial rules applicable to the general budget of the Union (OJ L 286/1, 30.10.2015), which includes information on the early detection of risks threatening the EU financial interests, on the cases of exclusion from EU funding of legal and natural persons and on the cases of imposition of

financial penalties.

End Date: the date by which the Agreement ends, i.e. the moment of the payment of the

balance by the Contracting Authority in accordance with Article 19 or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 20. If any of the Parties invokes a dispute settlement procedure in accordance with Article 14, the End Date shall be postponed

until the completion of such procedure.

Final Administrative

Decision: a decision of an administrative authority having final and binding effect in

accordance with the applicable law.

Final Beneficiary: a natural or legal person ultimately benefitting from the Action.

Force Majeure: any unforeseeable and exceptional situation or event beyond the Parties'

control which prevents either of them from fulfilling any of their obligations under the Agreement, which may not be attributed to error or negligence on either part (or on the part of the Grant Beneficiaries, Partners, Contractors, agents or staff), and which could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available cannot be invoked as force majeure, unless they stem directly from a relevant case of force majeure. Labour disputes, strikes or financial problems of the Organisation cannot be invoked as force majeure by the

defaulting Party.

Grant: a direct financial contribution by way of donation given by the Organisation

or a Partner to finance third parties activities.

Grant Beneficiary: a natural or legal person to whom a Grant has been awarded. Grant

Beneficiaries can sub-grant and procure for the implementation of their

activities.

Grave Professional

Misconduct: any of:

a violation of applicable laws or regulations, in particular the Organisation's Regulations and Rules, or ethical standards of the profession to which a person or entity belongs, including any conduct

leading to sexual or other exploitation or abuse, or

any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or

gross negligence.

Indicator: the quantitative and/or qualitative factor or variable that provides a simple

and reliable means to measure the achievement of the Results of an Action.

Internal

Control System: a process applicable at all levels of management designed to provide

reasonable assurance of achieving the following objectives:

- a) effectiveness, efficiency and economy of operations;
- b) reliability of reporting;
- c) safeguarding of assets and information;
- d) prevention, detection, correction and follow-up of fraud and irregularities;
- e) adequate management of the risks relating to the legality and regularity of the financial operations, taking into account the multiannual character of programmes as well as the nature of the payments concerned.

International

Organisation: an international public-sector organisation set up by international agreement

(including specialised agencies set up by such organisations), or an organisation assimilated to international organisations in accordance with the

EU Financial Regulation.

Member State

Organisation: an entity established in a Member State of the European Union as a public

law body or as a body governed by private law entrusted with a public service mission and provided with adequate financial guarantees from the

Member State.

Multi-Donor Action: an Action co-financed by the EU Contribution (whether or not earmarked)

and other donor(s).

Outcome: the likely or achieved short-term and medium-term effects of an Action's

Outputs.

Output: the products, capital goods and services which result from an Action's

activities.

Partner: an entity implementing part of the Action and being a party to the relevant

Contribution Agreement together with the Organisation.

Procurement Contract: a contract signed between the Contractor and either the Organisation or a

Partner under which the Contractor provides services, supplies or works.

Regulations and Rules: regulations, rules, organisational directives, instructions and other parts of

the regulatory framework of the Organisation.

Result: the Output or Outcome of an Action.

Sound Financial Management:

a principle overarching the implementation of this Agreement, namely economy, effectiveness and efficiency (including all aspects of internal control). The principle of economy requires that resources used in the pursuit of the implementation of the Action shall be made available in due time, in appropriate quantity and quality and at the best price. The principle of effectiveness concerns the attainment of the specific objectives and the achievement of the intended results. The principle of efficiency concerns the best relationship between resources employed and results achieved.

Article 2: General obligations

Implementation of the Action

2.1 The Organisation is responsible for the implementation of the Action described in Annex I, regardless of whether the activities are performed by the Organisation itself, a Contractor or a Grant Beneficiary. Both Parties will endeavour to strengthen their mutual contacts with a view to foster the exchange of information throughout the implementation of the Action. To this end, the Organisation and the Contracting Authority shall participate in coordination meetings and other jointly organised common activities, and the Organisation shall invite the European Commission to join any donor committee which may be set up in relation to the Action.

Responsibility

- 2.2 The Organisation shall be responsible for the performance of the obligations under this Agreement with a due degree of professional care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds. The Organisation shall respect the principles of Sound Financial Management, transparency, non-discrimination and visibility of the European Union in the implementation of the Action.
- 2.3 The Organisation shall have full financial responsibility towards the Contracting Authority for all funds, including those unduly paid to or incorrectly used by Contractors or Grant Beneficiaries. The Organisation shall take measures to prevent, detect and correct irregularities and fraud when implementing the Action. To this end, the Organisation shall carry out, in accordance with the principle of proportionality and its positively assessed Regulations and Rules, ex-ante and/or ex-post controls including, where appropriate, on-thespot checks on representative and/or risk-based samples of transactions, to ensure that the Action financed by the EU Contribution is effectively carried out and implemented correctly. The Organisation shall inform the European Commission and the Contracting Authority of irregularities and fraud detected in the management of the EU Contribution and the measures taken. Where funds have been unduly paid to or incorrectly used by Contractors or Grant Beneficiaries, the Organisation shall take all applicable measures in accordance with its own Regulations and Rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign claims against its Contractors or Grant Beneficiaries to the Contracting Authority or the European Commission. Where the Organisation has exhausted such measures and the non-recovery is not the result of error or negligence on the part of the Organisation, the Contracting Authority will consider the amounts that could not be recovered from Contractors and/or Grant Beneficiaries as eligible costs.

Other obligations

2.4 The Organisation undertakes to ensure that the obligations stated in this Agreement under Articles 2.6, 5-Conflict of interests, 7-Data protection, 8-Communication and Visibility, 16-Accounts and archiving and Article 17-Access and financial checks apply, where applicable, to all Contractors and Grant Beneficiaries.

- 2.5 The Organisation shall notify the Contracting Authority and the European Commission without delay of any substantial change in the rules, procedures and systems applied in the implementation of the Action. This obligation concerns in particular (i) substantial changes affecting the pillar assessment undergone by the Organisation or (ii) those that may affect the conditions for eligibility provided for in the applicable legal instruments of the EU. The Parties shall use their best efforts to resolve amicably any issues resulting from such changes. The Contracting Authority reserves the right to adopt or require additional measures in response to such changes. In the event an agreement on such measures or other solutions cannot be reached between the Parties, either Party may terminate the Agreement in accordance with Article 13.3.
- 2.6 The Organisation shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards. The Organisation shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.
- 2.7 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, with the consequence that rights and obligations are conferred upon it only where explicitly stated. This is without prejudice to the European Commission's role in promoting a consistent interpretation of the terms of this Agreement.

Article 3: Obligations regarding information and reporting

General issues

- 3.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall include in Annex I a work plan at least for the first year of the Implementation Period (or the whole Implementation Period where it is less than one year). The Organisation shall submit to the Contracting Authority progress report(s) and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 3.2 Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Action for the period covered. The report shall describe the implementation of the Action according to the activities envisaged in Annex I as well as the degree of achievement of its Results (Outcomes or Outputs) as measured by corresponding Indicators. The report shall be drafted in such a way as to allow monitoring of the objective(s), the means envisaged and employed. The level of detail in any report shall match that of Annexes I and III.
- 3.3 Where the overall action of the Organisation lasts longer than the Implementation Period of this Agreement, the Contracting Authority may request in addition to the final reports to be submitted pursuant to Article 3.8 the final reports of the overall action, once available.
- 3.4 Any alternative or additional reporting requirement shall be set out in the Special Conditions.
- 3.5 The Contracting Authority may request additional information at any time, providing the reasons for that request. Subject to the Organisation's Regulations and Rules, such information shall be supplied within thirty (30) days of receipt of the request. The Organisation may submit a duly motivated request to extend the 30-day deadline.
- 3.6 The Organisation shall notify the Contracting Authority without delay of any circumstances likely to adversely affect the implementation and management of the Action, or to delay or jeopardise the performance of the activities.

Content of the reports

- 3.7 The progress report(s) shall relate directly to this Agreement and shall at least include:
 - a) summary and context of the Action;
 - b) actual Results: an updated table based on a logical framework matrix including reporting of Results achieved by the Action (Outcomes or Outputs) as measured by their corresponding Indicators, agreed baselines and targets, and relevant data sources;
 - c) information on the activities directly related to the Action as described in Annex I and carried out during the reporting period;
 - d) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;
 - e) information on the implementation of the Visibility and Communication Plan (Annex VI) and any additional measures taken to identify the EU as source of financing;
 - f) a breakdown of the total costs, following the structure set out in Annex III, incurred from the beginning of the Action as well as the legal commitments entered into by the Organisation during the reporting period;
 - g) a summary of controls carried out and available final audit reports in line with the Organisation's policy on disclosure of such controls and audit reports. Where errors and weaknesses in systems were identified, an analysis of their nature and extent, as well as information on corrective measures taken or planned, shall also be provided;
 - h) where applicable, a request for payment;
 - i) work plan and budget forecast for the next reporting period.
- 3.8 The final report shall cover the entire Implementation Period and include:
 - a) all the information requested in Article 3.7 a) to h);
 - b) a summary of the Action's receipts, payments received and of the eligible costs incurred;
 - c) where applicable, an overview of any funds unduly paid or incorrectly used which the Organisation could or could not recover itself;
 - d) the exact link to the webpage where, according to Article 22.1, information on Grant Beneficiaries and Contractors is available;
 - e) if relevant, details of transfers of equipment, vehicles and remaining major supplies mentioned in Article 9;
 - f) where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, a confirmation from the Organisation that an amount corresponding to that paid by the Contracting Authority has been used in accordance with the obligations laid down in this Agreement and that costs that were not eligible for the EU Contribution have been covered by other donors' contributions;
 - g) where applicable, a request for payment.
- 3.9 The Organisation shall submit a report for every reporting period as specified in the Special Conditions starting from the commencement of the Implementation Period, unless otherwise specified in the Special Conditions¹. Reporting, narrative as well as financial, shall cover the whole Action, regardless of whether this Action is entirely or partly financed by the EU Contribution. Progress reports shall be submitted within sixty (60) days after the period covered by such report. The final report shall be submitted, at the latest, six (6) months after the end of the Implementation Period.

Management declaration

3.10 Every progress and final report shall be accompanied by a management declaration in accordance with the template included in Annex VII, unless Article 1.5 of the Special

¹ By default, the reporting period is every 12 months as from the commencement of the Implementation Period.

Conditions states that an annual management declaration shall be sent to the European Commission headquarters, separately from the reports provided under this Agreement.

Audit or control opinion for organisations other than International Organisations/Member State Organisations

- 3.11 In case the Organisation is neither an International Organisation, nor a Member State Organisation, the Organisation shall provide an audit or control opinion in accordance with internationally accepted audit standards, establishing whether the accounts give a true and fair view, whether the control systems in place function properly, and whether the underlying transactions are managed in accordance with the provisions of this Agreement. The opinion shall also state whether the audit work puts in doubt the assertions made in the management declaration mentioned above.
- 3.12 Such audit or control opinion shall be provided up to one (1) month following the management declaration sent with every progress or final report, unless Article 1.5 of the Special Conditions states that the management declaration and the audit or control opinion shall be sent annually to the European Commission headquarters separately from the reports provided under this Agreement.

Currency for reporting

- 3.13 The reports shall be submitted in the Currency of the Agreement as specified in Article 3 of the Special Conditions.
- 3.14 The Organisation shall convert legal commitments, the Action's receipts and costs incurred in currencies other than the accounting currency of the Organisation according to its usual accounting practices.

Failure to comply with reporting obligations

3.15 If the Organisation is unable to present a progress or final report, together with the accompanying documents, by the deadline set out in Article 3.9, the Organisation shall inform the Contracting Authority in writing of the reasons. The Organisation shall also provide a summary of the state of progress of the Action and, where applicable, a provisional work plan for the next period. If the Organisation fails to comply with this obligation for two (2) months, following the deadline set out in Article 3.9, the Contracting Authority may terminate the Agreement in accordance with Article 13, refuse to pay any outstanding amount and recover any amount unduly paid.

Article 4: Liability towards third parties

- 4.1 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out, or as a consequence of the Action. The European Commission shall not therefore accept any claim for compensation or increase in payment in connection with such damage or injury.
- 4.2 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Action.
- 4.3 The Organisation shall discharge the European Commission of all liability associated with any claim or action brought as a result of an infringement of the Organisation's Regulations and Rules committed by the Organisation or Organisation's employees or individuals for whom those employees are responsible, or as a result of a violation of a third party's rights in the context of the implementation of the Action.

Article 5: Conflict of interests

- 5.1 The Organisation shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interests.
- 5.2 A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

Article 6: Confidentiality

- 6.1 The Contracting Authority and the Organisation shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is communicated as confidential. The confidential nature of a document shall not prevent it from being communicated to a third party on a confidential basis when the rules binding the Parties, or the European Commission when it is not the Contracting Authority, so require. In no case can disclosure put in jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, Contractors, Grant Beneficiaries or the Final Beneficiaries of the Action.
- 6.2 The Parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:
 - a) the communicating Party agrees in writing to release the other Party from the earlier confidentiality obligations; or
 - b) the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
 - c) the disclosure of confidential information is required by law or by Regulations and Rules established in accordance with the basic constitutive document of any of the Parties.
- 6.3 The Parties shall remain bound by confidentiality for five (5) years after the End Date of the Agreement, or longer as specified by the communicating Party at the time of communication.
- 6.4 Where the European Commission is not the Contracting Authority, it shall nonetheless have access to all documents communicated to the Contracting Authority, and shall maintain the same level of confidentiality.

Article 7: Data Protection

The Organisation shall ensure an appropriate protection of personal data in accordance with its applicable Rules and Procedures. Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.

Article 8: Communication and visibility

- 8.1 The Organisation shall implement the Communication and Visibility Plan detailed in Annex VI.
- 8.2 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the EU. Information given to the press and to the Final Beneficiaries, as well as all related

publicity material, official notices, reports and publications shall acknowledge that the Action was carried out "with funding by the European Union" and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union." Such measures shall be carried out in accordance with the Communication and Visibility Requirements for EU External Action² published by the European Commission, or with any other guidelines agreed between the European Commission and the Organisation.

- 8.3 If, during the implementation of the Action, equipment, vehicles or major supplies are purchased using the EU Contribution, the Organisation shall display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the EU logo (twelve yellow stars on a blue background). Where such display could jeopardise the Organisation's privileges and immunities or the safety of the Organisation's staff or of the Final Beneficiaries, the Organisation shall propose appropriate alternative arrangements. The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Action as an activity of the Organisation, nor the ownership of the equipment, vehicles or major supplies by the Organisation.
- 8.4 If, pursuant to Article 9.5, the equipment, vehicles or remaining major supplies purchased with the EU Contribution have not been transferred to the local authorities, local Grant Beneficiaries or Final Beneficiaries when submitting the final report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU logo) shall continue to apply between submission of the final report and the end of the overall action, if the latter is longer. Where the Organisation retains ownership in accordance with Article 9.6, the visibility requirements shall continue to apply as long as the relevant equipment, vehicles or remaining major supplies are used by the Organisation.
- 8.5 Unless otherwise provided in the Special Conditions, if disclosure risks threatening the Organisation's safety or harming its interests, the European Commission and the Contracting Authority (if other than the European Commission) may publish in any form and medium, including on its internet sites, the name and address of the Organisation, the purpose and amount of the EU Contribution.
- 8.6 The Organisation shall ensure that reports, publications, press releases and updates relevant to the Action are communicated to the addresses stated in the Special Conditions upon their issuance.
- 8.7 The Parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility requirements set out in this Article. This is without prejudice to measures the Contracting Authority may take in case of substantial breach of an obligation.

Article 9: Right to use results and transfer of equipment

Right to use

9.1 Ownership of the results of the Action shall not vest in the Contracting Authority. Subject to Article 6, the Organisation shall grant, and shall act to ensure that any third party concerned grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge the results of the Action, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.

² Communication and Visibility in EU-financed external actions – Requirements for implementing partners (Projects), available at: https://ec.europa.eu/europeaid/sites/devco/files/communication-visibility-requirements-2018 en.pdf

9.2 Where the results mentioned in Article 9.1 include pre-existing rights and the Organisation cannot warrant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use such results, the Organisation shall inform in writing the Contracting Authority (and the European Commission, where it is not the Contracting Authority) accordingly.

Transfer

- 9.3 The equipment, vehicles and remaining major supplies purchased with the EU Contribution shall be transferred to or remain with local authorities, local Grant Beneficiaries or Final Beneficiaries, at the latest when submitting the final report.
- 9.4 The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for verification for the duration and along with the documents mentioned in Article 16.2.
- 9.5 By way of derogation from Article 9.3, the equipment, vehicles and remaining major supplies purchased with the EU Contribution in the framework of actions which continue after the end of the Implementation Period may be transferred at the end of the overall action. The Organisation shall use the equipment, vehicles and remaining major supplies for the benefit of the Final Beneficiaries. The Organisation shall inform the Contracting Authority on the end use of the equipment, vehicles and remaining major supplies in the final report.
- 9.6 In the event that there are no local authorities, local Grant Beneficiaries or Final Beneficiaries to whom the equipment, vehicles and remaining major supplies could be transferred, the Organisation may transfer them to another action funded by the EU or exceptionally retain ownership of the equipment, vehicles and remaining major supplies at the end of the Action or the overall action. In such cases, it shall submit a justified written request with an inventory listing of the items concerned and a proposal concerning their use in due course and at the latest together with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action.

Article 10: Monitoring and evaluation of the Action

- 10.1 Keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement, the Organisation shall invite representatives of the European Commission and the Contracting Authority (if other than the European Commission) to participate at their own costs to the main monitoring missions and evaluation exercises related to the performance of the Action. Participation in evaluation exercises should be ensured by requesting comments from the European Commission and the Contracting Authority on the terms of reference before the exercise takes place, and on the different deliverables related to an evaluation exercise prior to their final approval (as a minimum, on the final report). The Organisation shall send all monitoring and evaluation reports relating to the Action to the European Commission and the Contracting Authority once issued, subject to confidentiality.
- Article 10.1 is without prejudice to any monitoring mission or evaluation exercise, which the European Commission as a donor, or the Contracting Authority, at their own costs, may wish to perform. Monitoring and evaluation missions by representatives of the European Commission or the Contracting Authority shall be planned ahead and completed in a collaborative manner between the staff of the Organisation and the European Commission's (or Contracting Authority's) representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The European Commission (or the Contracting Authority) and the Organisation shall agree on procedural matters in advance. The European Commission (or the Contracting Authority) shall make available to the Organisation the terms of reference of the evaluation exercise before it takes place, as well as the different deliverables (as a minimum, the draft final report) for comments prior to final issuance. The European Commission (or the Contracting Authority) shall send the final monitoring and evaluation report to the Organisation once issued.

- 10.3 In line with the spirit of partnership, the Organisation and the European Commission (and the Contracting Authority, if applicable), may also carry out joint monitoring and/or evaluation. Such arrangements will be discussed and agreed in due time, planned ahead and completed in a collaborative manner.
- 10.4 Representatives of the relevant partner country may, whenever possible, be invited to participate at their own costs in the main monitoring missions and evaluation exercises, unless such participation would be detrimental to the objectives of the Action or threaten the safety or harm the interests of Partners, Grant Beneficiaries or Final Beneficiaries.

Article 11: Amendment to the Agreement

- 11.1 Without prejudice to Articles 11.3 to 11.7, any amendment to this Agreement, including its annexes, shall be set out in writing in an addendum signed by both Parties. This Agreement can only be amended before the End Date.
- 11.2 The requesting Party shall request in writing any amendment thirty (30) days before the amendment is intended to enter into force and no later than thirty (30) days before the End Date, unless there are special circumstances, duly demonstrated by it, and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than thirty (30) days after the date when the amendment request was received.
- 11.3 By way of derogation from Articles 11.1 and 11.2, where an amendment to Annex I and/or Annex III does not affect the main purpose of the Action, such as its objectives, strategy and priority areas, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 25 % or less of the amount originally entered (or as amended by a written addendum) in relation to each concerned heading, the Organisation may unilaterally amend Annex I and/or Annex III and shall inform the Contracting Authority accordingly in writing, at the latest in the next report.
- 11.4 The method described in Article 11.3 shall be used neither to amend the contingency reserve, the rate for remuneration, nor the agreed methodology or fixed amounts/rates of simplified cost options.
- 11.5 The Organisation may, in agreement with the Contracting Authority, change Outputs, the Indicators and their related targets, baselines and sources of verification described in Annex I and in the logical framework if the change does not affect the main purpose of the Action, without the need for a formal addendum to the Agreement.
- 11.6 The Organisation may, in agreement with the European Commission, amend Annex VI without the need for a formal addendum to the Agreement.
- 11.7 Changes of address and of bank account shall be notified in writing to the Contracting Authority. Where applicable, changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

Article 12: Suspension

Suspension of the time limit for payment

- 12.1 The Contracting Authority may suspend the time limit for payment following a single payment request by notifying the Organisation that either:
 - a) the amount is not due; or
 - b) the appropriate supporting documents have not been provided and therefore the Contracting Authority needs to request clarifications, modifications or additional information to the narrative or financial reports. Such clarifications or additional information may notably be requested by the Contracting Authority if it has doubts about

- compliance by the Organisation with its obligations in the implementation of the Action; or
- c) credible information has come to the notice of the Contracting Authority that puts in doubt the eligibility of the reported expenditure; or
- d) credible information has come to the notice of the Contracting Authority that indicates a significant deficiency in the functioning of the Internal Control System of the Organisation or that the expenditure reported by the Organisation is linked to a serious irregularity and has not been corrected. In this case, the Contracting Authority may suspend the payment deadline if it is necessary to prevent significant damage to the EU's financial interests.
- 12.2 In the situations listed in Article 12.1, the Contracting Authority shall notify the Organisation as soon as possible, and in any case within thirty (30) days from the date on which the payment request was received, of the reasons for the suspension, specifying where applicable the additional information required. Suspension shall take effect on the date when the Contracting Authority sends the notification stating the reasons for the suspension. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further checks are carried out. If the requested information or documents are not provided within the deadline fixed in the notification or are incomplete, payment may be made on the basis of the partial information available.

Suspension of the Agreement by the Contracting Authority

- 12.3 The Contracting Authority may suspend the implementation of the Agreement, fully or partly, if:
 - a) the Contracting Authority has proof that irregularities, fraud or breach of substantial obligations have been committed by the Organisation in the procedure of its selection, in its pillar assessment or in the implementation of the Action;
 - b) the Contracting Authority has proof that irregularities, fraud or breach of obligations have occurred which call into question the reliability or effectiveness of the Organisation's Internal Control System or the legality and regularity of the underlying transactions;
 - c) the Contracting Authority has proof that the Organisation has committed irregularities, fraud or breaches of obligations under other agreements funded by EU funds provided that those irregularities, fraud or breaches of obligations have a material impact on this Agreement.
- 12.4 Before suspension, the Contracting Authority shall formally notify the Organisation of its intention to suspend, inviting the Organisation to make observations within ten (10) days from the receipt of the notification. If the Organisation does not submit observations, or if after examination of the observations submitted by the Organisation - the Contracting Authority decides to pursue the suspension, the Contracting Authority may suspend all or part of the implementation of this Agreement serving seven (7) days' prior notice. In case of suspension of part of the implementation of the Agreement, upon request of the Organisation, the Parties shall enter into discussions in order to find the arrangements necessary to continue the part of the implementation that is not suspended. Any expenditures or costs incurred by the Organisation during the suspension and related to the part of the Agreement suspended shall not be reimbursed, nor be covered by the Contracting Authority. Following suspension of the implementation of the Agreement, the Contracting Authority may terminate the Agreement in accordance with Article 13.2, recover amounts unduly paid and/or, in agreement with the Organisation, resume implementation of the Agreement. In the latter case, the Parties will amend the Agreement where necessary.

Suspension for exceptional circumstances

- 12.5 The Organisation may decide to suspend the implementation of all or part of the Action if exceptional or unforeseen circumstances beyond the control of the Organisation make such implementation impossible or excessively difficult, such as in cases of Force Majeure. The Organisation shall inform the Contracting Authority immediately and provide all the necessary details, including the measures taken to minimise any possible damage, and the foreseeable effect and date of resumption.
- 12.6 The Contracting Authority may also notify the Organisation of the suspension of the implementation of the Agreement if exceptional circumstances so require, in particular:
 - a) when a relevant EU Decision identifying a violation of human rights has been adopted; or
 - b) in cases such as crisis entailing a change of EU policy.
- 12.7 Neither of the Parties shall be held liable for breach of its obligations under the Agreement if Force Majeure or exceptional circumstances as set forth under Articles 12.5 and 12.6 prevent it from fulfilling said obligations, and provided it takes any measures to minimise any possible damage.
- 12.8 In the situations listed in Articles 12.5 and 12.6, the Parties shall minimise the duration of the suspension and shall resume implementation once the conditions allow. During the suspension period, the Organisation shall be entitled to the reimbursement of the minimum costs, including new legal commitments, necessary for a possible resumption of the implementation of the Agreement or of the Action. The Parties shall agree on such costs, including the reimbursement of legal commitments entered into for implementing the Action before the notification of the suspension was received which the Organisation cannot reasonably suspend, reallocate or terminate on legal grounds. This is without prejudice to any amendments to the Agreement that may be necessary to adapt the Action to the new implementing conditions, including, if possible, the extension of the Implementation Period or to the termination of the Agreement in accordance with Article 13.3. In case of suspension due to Force Majeure or if the Action is a Multi-Donor Action, the Implementation Period is automatically extended by an amount of time equivalent to the duration of the suspension.

Article 13: Termination

- 13.1 Without prejudice to any other provision of these General Conditions or penalties foreseen in the EU Financial Regulation, where applicable, and with due regard to the principle of proportionality, the Contracting Authority may terminate the Agreement if the Organisation:
 - a) fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
 - b) is guilty of misrepresentation or submits false or incomplete statements to obtain the EU Contribution or provides reports that do not reflect reality to obtain or keep the EU Contribution without cause;
 - c) is bankrupt or being wound up, or is subject to any other similar proceedings;
 - d) is guilty of Grave Professional Misconduct proven by any justified means;
 - e) has committed fraud, corruption or any other illegal activity to the detriment of the EU's financial interests on the basis of proof in the possession of the Contracting Authority;
 - f) fails to comply with the reporting obligations in accordance with Article 3.15;
 - g) has committed any of the failings described in Article 12.3 on the basis of proof in the possession of the Contracting Authority.
- 13.2 Before terminating the Agreement in accordance with Article 13.1, the Contracting Authority shall formally notify the Organisation of its intention to terminate, inviting the Organisation to make observations (including proposals for remedial measures) within thirty (30) days from the receipt of the notification. During this period, and until the termination takes effect,

the Contracting Authority may suspend the time limit for any payment in accordance with Article 12.2 as a precautionary measure informing the Organisation immediately in writing. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority decides to pursue the termination, the Contracting Authority may terminate the Agreement serving seven (7) days' prior notice. During that period, the Organisation may refer the matter to the responsible director in the European Commission. Where the Contracting Authority is the European Commission, the termination will take effect if and when confirmed by the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not suspend the effects of the decision of the Contracting Authority. In case of termination, the Contracting Authority may demand full repayment of any amounts paid in excess of the final amount determined in accordance with Article 20 after allowing the Organisation to submit its observations. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.

- 13.3 If, at any time, either Party believes that the purpose of the Agreement can no longer be effectively or appropriately performed, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Agreement by serving sixty (60) days written notice. In this case, the final amount shall cover:
 - a) payment only for the part of the Action carried out up to the date of termination;
 - b) in the situations described in Articles 12.5 and 12.6, the unavoidable residual expenditures incurred during the notice period; and,
 - c) in the situations described in Articles 12.5 and 12.6, reimbursement of legal commitments the Organisation entered into for implementing the Action before the written notice on termination was received by it and which the Organisation cannot reasonably terminate on legal grounds.

The Contracting Authority shall recover the remaining part in accordance with Article 15.

13.4 In the event of termination, a final report and a request for payment of the balance shall be submitted in accordance with Articles 3 and 19. The Contracting Authority shall not reimburse or cover any expenditure or costs which are not included or justified in a report approved by it.

Article 14: Applicable law and settlement of disputes

- 14.1 The Parties shall endeavour to settle amicably any disputes or complaints relating to the interpretation, application or validity of the Agreement, including its existence or termination.
- 14.2 Where the Organisation is not an International Organisation, and the European Commission is the Contracting Authority, this Agreement is governed by EU law, complemented if necessary by the relevant provisions of Belgian law. In the absence of an amicable settlement in accordance with Article 14.1 above, the General Court, or on appeal the Court of Justice of the European Union, has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU). Notwithstanding the foregoing sentence, where the Organisation is not established or incorporated in the EU, any of the Parties may bring before the Brussels courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. Where one party has brought proceedings before the Brussels courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Brussels courts before which the proceedings have already been brought.
- 14.3 Where the Organisation is not an International Organisation and the European Commission is not the Contracting Authority, the Agreement shall be governed by the law of the country of the Contracting Authority and the courts of the country of the Contracting Authority shall have exclusive jurisdiction, unless otherwise agreed by the Parties. The dispute may, by common agreement of the Parties, be submitted for conciliation to the European

Commission. If no settlement is reached within one hundred and twenty (120) days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed and may submit the dispute to the courts of the country of the Contracting Authority.

- 14.4 Where the Organisation is an International Organisation:
 - a) nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law;
 - b) in the absence of an amicable settlement pursuant to Article 14.1 above, any dispute shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of entry into force of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings must take place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all Parties and there shall be no appeal.

Article 15: Recovery

- Where an amount is to be recovered under the terms of the Agreement, the Organisation shall repay the amount due to the Contracting Authority.
- 15.2 Before recovery, the Contracting Authority shall formally notify the Organisation of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting the Organisation to make any observations within 30 days from the date of receipt of the notification. If, after examination of the observations submitted by the Organisation or if the Organisation does not submit any observations, the Contracting Authority decides to pursue the recovery procedure, it may confirm recovery by formally notifying the Organisation. If there is a disagreement between the Organisation and the Contracting Authority on the amount to be repaid, the Organisation may refer the matter to the responsible director in the European Commission within thirty (30) days. Where the Contracting Authority is the European Commission, a debit note specifying the terms and the date for payment may be issued after the deadline for the referral to the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not prevent the Contracting Authority from issuing the debit note.
- 15.3 If the Organisation does not make the payment by the date specified in the debit note, the Contracting Authority shall recover the amount due:
 - a) by offsetting it against any amounts owed to the Organisation by the EU;
 - b) by taking legal action pursuant to Article 14;
 - c) in exceptional circumstances justified by the necessity to safeguard the financial interests of the EU, the Contracting Authority may, when it has justified grounds to believe that the amount due would be lost, recover by offsetting before the deadline specified in the debit note without the Organisation's prior consent.
- 15.4 If the Organisation fails to repay by the due date, the amount due shall be increased by late payment interest calculated at the rate indicated in Article 19.6(a). The interest shall be payable for the period elapsing from the day after the expiration of the time limit for payment up to and including the date when the Contracting Authority actually receives payment in full of the outstanding amount. Any partial payment shall first cover the interest.
- 15.5 Where the European Commission is not the Contracting Authority, it may, if necessary, proceed itself to the recovery.

15.6 The European Commission may waive the recovery in accordance with the principle of Sound Financial Management and proportionality or it shall cancel the amount in the event of a mistake.

Article 16: Accounts and archiving

Accounting

16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. The accounting Regulations and Rules of the Organisation shall apply to the extent that they ensure accurate, complete, reliable and timely information. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Regulations and Rules of the Organisation.

Archiving

16.2 For a period of five (5) years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to the Organisation, has been disposed of, the Organisation shall keep and make available according to Article 17 all relevant financial information (originals or copies) related to the Agreement and to any Procurement Contracts and Grant agreements financed by the EU Contribution.

Article 17: Access and financial checks

- 17.1 The Organisation shall allow the European Commission, or any authorised representatives, to conduct desk reviews and on-the-spot checks on the use made of the EU Contribution on the basis of supporting accounting documents and any other document related to the financing of the Action.
- 17.2 The Organisation agrees that OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.
- 17.3 The Organisation agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Organisation shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.
- 17.4 To that end, the Organisation undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Organisation shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information that the Organisation considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 6. Documents must be accessible and filed in a manner permitting checks, the Organisation being bound to inform the European Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.
- 17.5 Where applicable, the desk reviews, investigations, on-the-spot checks and inspections referred to in Article 17.1 to 17.4 shall refer to a verification that shall be performed in accordance with the verification clauses agreed between the Organisation and the European

- Commission. This is without prejudice to any cooperation arrangement between OLAF and the Organisation's anti-fraud bodies.
- 17.6 The European Commission shall inform the Organisation of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.
- 17.7 Failure to comply with the obligations set forth in Article 17 constitutes a case of breach of a substantial obligation under this Agreement.

Article 18: Eligibility of costs

- 18.1 Direct costs are eligible for EU financing if they meet all the following criteria:
 - a) they are necessary for carrying out the Action, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
 - b) they are incurred in accordance with the provisions of this Agreement;
 - c) they are actually incurred by the Organisation, i.e. they represent real expenditure definitely and genuinely borne by the Organisation, without prejudice to Article 18.5;
 - d) they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Organisation regardless of their source of funding;
 - e) they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Action which may be incurred after the Implementation Period;
 - f) they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Organisation;
 - g) they are covered by one of the sub-headings indicated in the estimated budget in Annex III and by the activities described in Annex I; and
 - h) they comply with the applicable tax and social legislation taking into account the Organisation's privileges and immunities.
- 18.2 The following costs may not be considered eligible direct costs, but may be charged as part of the remuneration: all eligible costs that, while necessary and arising as a consequence of implementation, are supporting the implementation of the Action and not considered part of the activities that the European Union finances as described in Annex I, including corporate management costs or other costs linked to the normal functioning of the Organisation, such as horizontal and support staff, office or equipment costs (except when duly justified and described in Annex I, such as a project office).
- 18.3 The remuneration shall be declared on the basis of a flat-rate which shall not exceed 7% of the total eligible direct costs to be reimbursed by the Contracting Authority. The remuneration does not need to be supported by accounting documents. For Multi-Donor and comparable actions, the remuneration shall not be higher than that charged by the Organisation to comparable contributions.
- 18.4 The following costs are ineligible for EU financing:
 - a) bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or other insurance funds run by the Organisation may only be eligible to the extent they do not exceed the actual payments made by these schemes and that the amount provisioned does not exceed the contribution that could have been made to an external fund;
 - b) full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Action and ownership is transferred in accordance with Article 9;

- c) duties, taxes and charges, including VAT, that are recoverable/deductible by the Organisation;
- d) return of capital;
- e) debts and debt service charges;
- f) provision for losses, debts or potential future liabilities;
- g) banking charges for the transfers from and to the Contracting Authority;
- h) costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed on in accordance with Article 12.8;
- i) costs declared by the Organisation under another agreement financed by the European Union budget (including through the European Development Fund);
- j) contributions in kind. The cost of staff assigned to the Action and actually incurred by the Organisation is not a contribution in kind and may be declared as a direct eligible cost if it complies with the conditions set out in Article 18.1; and
- k) costs of purchase of land or buildings, unless otherwise provided in the Special Conditions.

Simplified cost options

- 18.5 Direct eligible costs may also be declared by using any or a combination of unit costs, lump sums and flat-rate financing.
- 18.6 The methods used by the Organisation to determine unit costs, lump sums or flat-rates shall comply with the principles provided in Articles 18.1, 18.2 and 18.4, be clearly described and substantiated in Annex III, shall avoid double funding of costs and shall respect the principle of Sound Financial Management. These methods shall be based on the Organisation's historical or actual accounting data, its usual accounting practices, an expert judgment or on statistical or other objective information where available and appropriate.
- 18.7 Costs declared under simplified cost options do not need to be backed by accounting or supporting documents except if they are necessary to demonstrate that the costs have been declared according to the declared method or cost accounting practices and that the qualitative and quantitative conditions defined in Annex I and III have been respected.
- 18.8 Simplified cost options not linked to the achievement of concrete Results shall only be eligible if they have been ex ante-assessed by the European Commission.
- 18.9 If a verification reveals that the methods used by the Organisation to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this Agreement, the Contracting Authority shall be entitled to recover proportionately up to the amount of the unit costs, lump sums or flat-rate financing.

Article 19: Payments

- 19.1 Payment procedures shall be as follows:
 - a) the Contracting Authority shall provide a first pre-financing instalment as set out in Article 4.1 of the Special Conditions within thirty (30) days of receiving the Agreement signed by both Parties;
 - b) the Organisation may submit a request for further pre-financing instalment for the following reporting period in accordance with Article 4 of the Special Conditions; the following provisions apply:
 - i) the reporting period is intended as a twelve-month period, unless otherwise provided for in the Special Conditions. When the remaining period to the end of the Action is up to eighteen (18) months, the reporting period shall cover it entirely;

- ii) if at the end of the reporting period less than 70% of the last payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party, the further pre-financing payment shall be reduced by the amount corresponding to the difference between the 70 % of the immediately pre-financing payment (and 100% of previous payments, if any) and the part of the previous pre-financing payments which has been paid by the Organisation to its staff or has been subject to a legal commitment with a third party;
- iii) the Organisation may submit a request for further pre-financing payment before the end of the reporting period, once more than 70 % of the immediately preceding payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party. In this case, the following reporting period starts anew from the end date of the period covered by this payment request;
- c) at the end of the Implementation Period, the Organisation shall submit a payment request for the balance, where applicable, together with the final report. The amount of the balance shall be determined according to Article 20 and following approval of the request for payment of the balance and of the final report; and
- d) the Contracting Authority shall pay the further pre-financing instalments and the balance within ninety (90) days of receiving a payment request accompanied by a progress or final report, unless the time limit for payment was suspended according to Article 12 or 13.
- 19.2 Payment requests shall be accompanied by narrative and financial reports presented in accordance with Article 3. The requests for pre-financing payments and the request for the balance shall be drafted in the Currency of the Agreement as specified in the Special Conditions. Except for the first pre-financing instalment, the payments shall be made upon approval of the payment request accompanied by a progress or final report. The final amount shall be established in line with Article 20. If the balance is negative, the payment of the balance takes the form of recovery.
- 19.3 Approval of the requests for payment and of the accompanying reports shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.
- 19.4 The Contracting Authority shall make payments in the Currency of the Agreement as specified in the Special Conditions to the bank account referred to in the financial identification form in Annex IV.
- 19.5 Payment arrangements for performance-based financing in accordance with Article 21 shall be set out in Article 4 of the Special Conditions and Annex I.

Late payment interest

- 19.6 In case of late payment of the amounts stated in Article 4 of the Special Conditions the following conditions apply:
 - a) upon expiry of the time limits for payments specified in Article 19.1, if the Organisation is not a Member State Organisation, it shall receive interest on late payment based on the rate applied by the European Central Bank for its main refinancing operations in Euros (Reference Rate), increased by three and a half percentage points. The Reference Rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the EU;
 - b) the suspension of the time limit for payment by the Contracting Authority in accordance with Article 12 or 13 shall not be considered as late payment;
 - c) interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 19.1. Any partial payment shall first cover the interest;

- d) by way of exception to point (c), when the interest calculated in accordance with this provision is lower than or equal to EUR 200, the Contracting Authority shall pay such interest to the Organisation only upon request from the Organisation submitted within two months of it receiving late payment;
- e) by way of exception to point (c), when the Contracting Authority is not the European Commission, and the European Commission does not make the payments, the Organisation shall be entitled to late payment interest upon its request submitted within two months of it receiving late payment.

Article 20: Final amount of the EU Contribution

- 20.1 The Contracting Authority shall determine the final amount of the EU Contribution when approving the Organisation's final report. The Contracting Authority shall then determine the balance:
 - a) to be paid to the Organisation in accordance with Article 19 where the final amount of the EU Contribution is higher than the total amount already paid to the Organisation; or
 - b) to be recovered from the Organisation in accordance with Article 15 where the final amount of the EU Contribution is lower than the total amount already paid to the Organisation.
- 20.2 The final amount shall be the lower of the following amounts:
 - a) the maximum EU Contribution referred to in Article 3.1 of the Special Conditions in terms of absolute value;
 - b) the amount obtained after reduction of the EU Contribution in accordance with Article 20.3.
- 20.3 Where the Action (i) is not implemented, (ii) is not implemented in line with the Agreement or (iii) is implemented partially or late, the Contracting Authority may, after allowing the Organisation to submit its observations, reduce the EU Contribution in proportion to the seriousness of the above mentioned situations. If there is a disagreement between the Organisation and the Contracting Authority on the reduction, the Organisation may refer the matter to the responsible director in the European Commission.

Article 21: Performance-based financing

- 21.1 The payment of the EU Contribution may be partly or entirely linked to the achievement of Results measured by reference to previously set milestones or through performance Indicators. Such performance-based financing is not subject to Article 18. The relevant Results and the means to measure their achievement shall be clearly described in Annex I.
- 21.2 The amount to be paid per achieved Result shall be set out in Annex III. The method to determine the amount to be paid per achieved Result shall be clearly described in Annex I and take into account the principle of Sound Financial Management.
- 21.3 The Organisation shall not be obliged to report on costs linked to the achievement of Results. However, the Organisation shall submit any necessary supporting documents, including where relevant accounting documents, to prove that the Results triggering the payment as defined in Annex I and III have been achieved.
- 21.4 Articles 3.7 f), 3.8 b) and 3.8 f) do not apply to the part of the Action supported by way of performance-based financing.

Article 22: Ex-post publication of information on Contractors and Grant Beneficiaries

22.1 The Organisation shall publish, on an annual basis, on its internet site, the following information on Procurement Contracts exceeding EUR 15.000 and all Grants financed by the EU Contribution: title of the contract/agreement/project, nature and purpose of the

contract/agreement/project, name and locality of the Contractor or Grant Beneficiary and amount of the contract/agreement/project. The term "locality" shall mean the address for legal persons and the Region on NUTS³ 2 level, or equivalent, for natural persons. This information shall not be published in relation to education support paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance to the requirements of confidentiality security and in particular the protection of personal data. The publication shall be waived, if such disclosure risks threatening rights and freedoms as protected by the Charter of Fundamental Rights of the European Union or harm the commercial interests of the Contractors or Grant Beneficiaries.

- 22.2 The Organisation shall provide to the European Commission the address of the internet site where this information can be found and shall authorise the publication of such address on the European Commission's internet site.
- 22.3 Where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, the publication of information on Contractors and Grant Beneficiaries shall follow the rules of the Organisation.

Article 23: Contracting and Early Detection and Exclusion System

Contracting

- Unless otherwise provided for in the Special Conditions, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible. Without prejudice to the foregoing or to the Organisation's assessed Regulations and Rules, the Organisation shall promote the use of local contractors when implementing the Action.
- 23.2 The Organisation shall adopt reasonable measures, in accordance with its own Regulations and Rules, to ensure that potential candidates or tenderers and applicants shall be excluded from the participation in a procurement or grant award procedure and from the award of a Procurement Contract or Grant financed by the EU Contribution, if the Organisation becomes aware that these entities:
 - a) or persons having powers of representation, decision making or control over them, have been the subject of a final judgement or of a Final Administrative Decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings;
 - b) or persons having powers of representation, decision making or control over them have been the subject of a final judgement or of a Final Administrative Decision for an irregularity affecting the EU's financial interest;
 - c) are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information;
 - d) have been the subject of a final judgment or of a Final Administrative Decision establishing that the entities have created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
 - e) have been created with the intention described in point d) above as established by a final judgment or a Final Administrative Decision.

Early Detection and Exclusion System

³ Nomenclature of Territorial Units for Statistics, available at: http://ec.europa.eu/eurostat/ramon.

- 23.3 The Organisation shall inform the European Commission if, in relation to the implementation of the Action, it has detected a situation of exclusion pursuant to Article 23.2 or its own positively assessed Regulations and Rules, as applicable, or if it has detected a fraud and/or an irregularity pursuant to Article 2.3. This information may be used by the European Commission for the purpose of the Early Detection and Exclusion System. The Organisation shall inform the European Commission when it becomes aware that transmitted information needs to be rectified updated or removed. The Organisation shall ensure that the entity concerned is informed that its data was transmitted to the European Commission and may be included in the Early Detection and Exclusion System and be published on the website of the European Commission. These requirements cease at the end of the Implementation Period.
- 23.4 Without prejudice to the power of the European Commission to exclude a person or an entity from future procurement contracts and grants financed by the EU and/or to impose financial penalties according to the EU Financial Regulation, the Organisation may impose sanctions on third parties according to its own Regulations and Rules ensuring, where applicable, the right of defence of the third party.
- 23.5 The Organisation may take into account, as appropriate and on its own responsibility, the information contained in the Early Detection and Exclusion System, when implementing the EU Contribution. Access to the information can be provided through the authorised persons or via consultation with the European Commission as referred in Article 5.6 of the Special Conditions⁴.

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⁴ The Organisation shall be allowed to have direct access to the Early Detection and Exclusion System through an authorised person when the Organisation certifies to the Contracting Authority service responsible that it applies adequate data protection measures as provided in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 or its successor, as applicable.