# CONTRACT

# Ref. No. 279210/2018-ČRA

Between

**Contract Owner: Czech Republic – Czech Development Agency**

Represented by: Mr. Pavel Frelich - Director

Residence: Nerudova 3, 118 50 Prague 1

Contract owner’s contact person: Ms. Lucie Nečasová

Phone.: XXXXXXXXXXXXXX

E-mail: XXXXXXXXXXXXXX

Identification number: 75123924

Bank connection: XXXXXXXXXXXXXXXX

Account number: XXXXXXXXXXXXXXXX

(hereafter „ CzechAid“)

and

Supplier: Anzor Kebadze

Residence: XXXXXXXXXXXXX Tbilisi Georgia

Phone: XXXXXXXXXXXXX

E-mail: XXXXXXXXXXXXX

FOP license number:

Bank connection: XXXXXXXXXXXXXXXX

Account number: **XXXXXXXXXXXXXX**

IBAN code: **XXXXXXXXXXXXXX**

SWIFT code: XXXXXXXX

Correspondent bank:  Commerzbank, Frankfurt, Germany

SWIFT code of the correspondent bank: XXXXXXXX

Account in the correspondent bank:

(hereafter „Supplier “)

**mandate contract**

## Subject of the Contract

### Supplier hereby undertakes to perform the mandate as technical expert. The mandate is specified in Article no. 2 of this Contract. The Supplier undertakes to perform the mandate duly and carefully according ot his abilities.

### CzechAid hereby undertakes to pay duly in time contract price to the Supplier for the performance of the mandate in accordance with conditions stated in this Contract.

## mandate

### The Supplier will provide expert consultations in the framework of the small scale public contract “Preparation of the construction project of the new pavilion of the Jhvania Pediatric hospital” (hereafter “small scale public contract”). The Supplier will also complete following tasks specified in the points 1-3.

1. Revision of the technical terminology of the small scale tender documentation and in its annexes in English and Russian,
2. Evaluation of received bids with regard to the fulfillment of the requirements of the Contracting authority,
3. Monitoring and revision of the fulfillment of the particular phases of the contract which will be concluded between the tenderer winning small scale public contract and the Contracting authority (hereafter “contract for work done”). The contract for work done including the particular phases forms Annex 2 of this Contract.

## duration

### This Contract if for definite period and it shall end by fulfillment of the mandate or on 31st December 2018 at the latest.

All tasks should be completed approximately on the 31st July 2018. CzechAid is entitled to set out individual deadline for each task.

## contract price

### The CzechAid shall reimburse the Supplier for performance of the mandate the amount of 20 EUR/hour.

### The Supplier shall send to the CzechAid request for payment accompanied by invoice issued by the Supplier for each month of the performance of the mandate.

### The request shall be accompanied by a timesheet in which the amount of hours spent by performance of the mandate including the description of the respective activities will be listed. Request for payment for each month shall be submitted to the CzechAid on the following month and has to be approved by the CzechAid before the payment will be released. The CzechAid can request clarification of the activities stated in the timesheet before the payment.

### The payments will only be processed in EUR.

### Figures in the Supplier’s invoices will be in EUR.

## obligations of the Supplier

### The Supplier undertakes to perform the mandate personally and in accordance with relevant legislation. The Supplier is not allowed to use sub-contractor to perform the mandate.

### The Supplier shall observe any applicable laws in the execution of this Contract, and to hold the CzechAid harmless of any claims from third parties (including State authorities) related to the execution of this Contract.

### The Supplier shall transfer intellectual property right to the CzechAid in accordance with this Contract.

## obligations of the Czechaid

The CzechAid undertakes to provide to the Supplier full cooperation necessary for the performance of the mandate. The CzechAid shall especially:

1. provide all information needed for performance of the mandate by the Supplier;
2. in the case of necessity - delegate the project assistant and other CzechAid deputies who will cooperate with the Supplier during the performance of the mandate and are qualified to comment on the situation, issues and requirements related to the execution of this Contract.

## licenses and intellectual property, confidentiality

### The Supplier undertakes to protect the CzechAid against all third-party actions for breach of copyright or other intellectual property rights, which might arise out of this Contract.

### The Supplier declares that he is the rightful owner of the intellectual rights to all information supplied by virtue of this Contract, and that he is entitled to sell or transfer those rights in accordance with the terms of this Contract. If intellectual rights are the property of third parties, the Supplier shall request those third parties to confirm to the CzechAid in writing and within four weeks following signature of the Contract, that the Supplier is indeed entitled to sell or dispose of those rights in accordance with the terms of this Contract.

### If the Supplier creates work which is subject of author´s rights and this work is related to the performance of the contract by the Supplier, the Supplier hereby grants the license to use the work in accordance with § 12 of the Act. No. 121/2000 Coll.

### All information obtained by the Supplier during performance of this Contract from CzechAid directly or through the project assistant are considered confidential. The Supplier shall not disclose such information to other person if the CzechAid does not state otherwise.

### The Czechaid and the Supplier shall exchange all information on any industrial property right that could impede the performance of the Contract.

## documentation

### Thereafter, the Supplier shall provide free of charge to the CzechAid any update of the documentation provided by the Supplier during the term of this Contract.

### The Supplier shall permit the CzechAid to reproduce all or a part of the documentation provided, for its internal needs, directly connected with use by its personnel. The CzechAid shall ensure that any indication concerning the intellectual property rights appearing on the original copies is reproduced.

## quality and standards

### The Supplier undertakes to perform the Contract to the highest professional standards. The Supplier shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

### The Supplier shall have sole responsibility for taking the necessary steps to obtain any permit or license required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

### The Supplier shall neither represent the CzechAid nor behave in any way that would give such an impression. The Supplier shall inform third parties that he does not belong to the Czech public service.

### The Supplier shall have sole responsibility the tasks assigned to him.

### If the Supplier should fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the CzechAid may (without prejudice to its right to terminate the Contract) reduce or recover payments in proportion to the scale of the failure. The CzechAid can only exercise this right after the Supplier does not repair such failure within 15 days from notification by the CzechAid.

### The CzechAid can monitor compliance with the standards.

## liability

### The CzechAid shall not be liable for damage sustained by the Supplier in performance of the Contract except in the event of willful misconduct or gross negligence on the part of the CzechAid.

### The Supplier shall be liable for any loss or damage caused by himself in performance of the Contract. The CzechAid shall not be liable for any act or default on the part of the Supplier in performance of the Contract.

### The Supplier shall provide compensation in the event of any action, claim or proceeding brought against the CzechAid by a third party as a result of damage caused by the Supplier in performance of the Contract.

### The Supplier shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the field. A copy of all the relevant insurance Contracts shall be sent to the CzechAid should it so request.

### The Supplier declares:

### that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,

### that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

## taxation

### The Supplier shall have sole responsibility for compliance with the tax laws, which apply to him. Failure to comply shall make the relevant invoices invalid.

## force majeure

### Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the Contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of the Supplier, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

### If either Contracting party is faced with *force majeure*, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

### Neither Contracting party shall be held in breach of its Contractual obligations if it has been prevented from performing them by *force majeure*. Where the Supplier is unable to perform his Contractual obligations owing to *force majeure*, he shall have the right to remuneration only for tasks actually executed.

### The Contracting parties shall take the necessary measures to reduce damage to a minimum.

## Termination of the Contract

### The CzechAid reserves the right to terminate this Contract and the Supplier undertakes to repay the expenses in the following cases:

### If the Supplier fails to perform the mandate under the terms of this Contract, or

### If the Supplier fails to fulfill any of the terms of this Contract, or

### Where the CzechAid seriously suspects the Supplier of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the CzechAid' financial interests.

### With the exception of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the CzechAid' financial interests, this right can only be exercised by the CzechAid after such failure is not repaired by the Supplier within 15 days from notification by the CzechAid.

### In case of *force majeure*, notified in accordance with Article 12.1., either Contracting party may terminate the Contract, where performance of mandate cannot be ensured until 31st December 2018.

## suspension of the Contract

Without prejudice to the CzechAid's right to terminate the Contract, the CzechAid may at any time and for any reason suspend execution of the Contract, pending orders or specific Contracts or any part thereof. Suspension shall take effect on the day the Supplier receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The CzechAid may at any time following suspension give notice to the Supplier to resume the mandate suspended. The Supplier shall not be entitled to claim compensation on account of suspension of the Contract, of the orders or specific Contracts, or of part thereof.

## Amendments

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

## Applicable law and settlement of disputes

### The Contract shall be governed by the national substantive and procedural law of the Czech Republic.

### Any dispute between the parties resulting from the interpretation or application of this Contract, which cannot be settled amicably, shall be brought before the courts of the Czech Republic.

## Final provisions

### The Parties acknowledge that this Contract will be published in the contracts register in accordance with Act No. 340/2015 Coll., on the contracts register, as the CzechAid is a liable party within the meaning of the act, and the Parties agree with the publication hereof. Publication shall be arranged by the CzechAid within 30 days from signature of the Contract by both Parties.

### This Contract shall come into force and take effect on the day of its publishing in the contracts register. The CzechAid shall inform the Contractor about date of publishing in the contract register within two working days from the date of publishing via email message sent to the email address of the Contractor stated in this Contract.

### 17.3. Done in Prague and in Tbilisi in four original counterparts in English.

List of Annexes:

Annex 1. Taxpayer register 01011058298

Annex 2. Contract

For and on behalf of the CzechAid For and on behalf of the Supplier

Signed in Prague on …………..... Signed in on ………….....

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Mr. Pavel Frelich, Director Anzor Kebadze