### CONTRACT OF COOPERATION

Brno University of Technology, Antonínská 548/1, Brno, 601 90, Czech Republic, represented by: doc. Ing. Ladislav Janíček, Ph.D., MBA, LL.M. hereinafter referred as the ''Contractor''.

#### and

**EMG Group Zrt.**, Address: 7 Zahony Street, H1031 Budapest, Hungary, VAT No: HU25369001, represented by Mr. Gabor Kitley, CEO, hereinafter referred as the "Consultant".

Together "the Parties" have agreed on the date of signature as follows:

#### Preamble

This is a special contract offered exclusively for the Contractor.

- 1.0 The Consultant delivers a 2 x 1-day training course on Horizon 2020 Financial Management and Administration (hereinafter referred to as the "Seminar") for maximum 2x15 participants. The date and venue of the Seminar will be: 7-8<sup>th</sup> of March 2018, at the premises of the Contractor.
- 1.1 The Consultant shall undertake the following activities in the framework of this contract:
  - a. Provide presentations, workshops and hold open discussions during the Seminar on the date and at the venue defined in this contract. The preliminary agenda is attached to this contract.
  - b. The Seminar will be held and moderated by the representatives of the Consultant, one or two trainers of EMG Group. Number of trainers needed will be specified later according to the number of participants. Language of the event: English.
  - c. The Consultant provides the following items for all participants:
    - Printed workshop material
    - Presentations in downloadable format
- 1.2 The Contractor shall undertake the following activities and provide the following items in the framework of this contract:
  - a. Full administrative organisation of the Seminar including selection and registration of participants
  - b. Conference room and workshop rooms suitable to accommodate the participants
  - c. All technical equipment for the Seminar as requested by the Consultant including beamer (projector), flip charts, etc.
  - d. Coffee breaks and lunch during the Seminar
- 2.0 Pricing: For the activities described in 1.1 and Annex 1, a total net amount of 6.640 EUR (that is six thousand six hundred and forty Euros) will be invoiced to the Contractor (hereinafter 'training fee'). (VAT does not apply).



- 2.1 The Contractor shall provide all meals during the Seminar and transportation for the Consultant between the hotel and venue.
- 2.2 Parties agree that the Seminar is organized on a non-profit basis and it cannot lead to the generation of significant profit by the Contractor. In duly justified cases participants to the training may be requested to pay a small contribution towards the costs of the Contractor, such contribution, however cannot under any circumstances exceed 250EUR/person.
- 3.0 Payment modalities: After the completion of the Seminar, 100% of the fee set under 2.0 will be paid by the Contractor together with the other costs mentioned in 2.1 and 2.2. An electronic-only invoice will be issued, payable within 30 days of its receipt.
- 3.1 Parties agree that both the Consultant and the Contractor can ask to reschedule the Seminar in duly justified cases. The Party initiating the change must notify the other Party at least 30 days before the Seminar date via e-mail or telephone. Rescheduling is possible only once.

When rescheduling is initiated by the Contractor earlier than 30 calendar days of the starting date of the Seminar, the Consultant is entitled to a refund of the occurred costs of travelling and accommodation, in case they cannot be rescheduled.

- 3.2 Cancellation of Seminar by the Consultant: When cancellation is initiated by the Consultant, the Contractor is entitled to a full refund of the training fee already paid, and the refund of any travel and accommodation costs already paid, but not entitled to claim any costs incurred by the participants in relation with the Seminar (e.g. travel costs, accommodation, renting, etc.).
- 3.3 Cancellation of Seminar by the Contractor:
  - When cancellation is initiated by the Contractor earlier than 30 calendar days of the starting date of the Seminar, the Consultant is entitled to a refund of the occurred costs of travelling and accommodation.
  - When cancellation is initiated by the Contractor earlier within 30-14 calendar days of the starting date of the Seminar, the Consultant is entitled to a refund of the occurred costs of travelling and accommodation and 40% of the training fee set in 2.0 will be charged to the Contractor.
  - When cancellation is initiated by the Contractor within 14 calendar days of the starting date of the Seminar, the Consultant is entitled to a refund of the occurred costs of travelling and accommodation and 75% of the training fee set in 2.0 will be charged to the Contractor.
- 4.0 Confidentiality: In the course of performing the activities set in 1.0 and 1.1, the parties recognize that they may come in contact with or become familiar with information that the Consultant or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the Consultant's services, which information may be of value to a competitor. Contractor agrees to keep all such information confidential and not to



discuss or divulge it to anyone other than appropriate Contractor personnel or their designees.

- 4.1 The Consultant shall not disclose to any third party (and shall only use for the purposes of this Contract) any information relating to this contract, the Seminar, the Contractor, the Contractor's business customers or suppliers.
- 4.2 The Consultant acknowledges that copyright in any report or information together with information in an electronic form and all other intellectual property patents trademarks design rights coming into existence directly or indirectly relating to this contract shall be the property of the Contractor. The Consultant allows the Contractor to use internally the entire training material package. The materials cannot be subject of further commercial use without prior agreement signed between the Contractor and the Consultant.
- 5.0 Entire Agreement and Amendments: This Agreement constitutes the entire agreement of the parties with regard to the organization of the Seminar, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.
- 5.1 Binding Effect, Assignment: This Agreement shall be binding upon and shall inure to the benefit of the Consultant and the Contractor and to the Contractor's successors and designees. This contract shall enter into force on the date of signature and shall expire upon completion of the work undertaken by the Consultant.
- 5.2 Governing Law, Severability: This Agreement shall be governed by the laws of Hungary and are within the jurisdiction of the City Court of Budapest. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

The following persons are entitled to supervise the execution of this contract:

For the Contractor: doc. Ing. Ladislav Janíček, Ph.D., MBA, LL.M

For the Consultant: Mr. Gabor Kitley

Done in three [3] copies on the 6<sup>th</sup> of February 2018



Annex 1: Preliminary programme of the Seminar

# HORIZON 2020 FINANCIAL MANAGEMENT AND ADMINISTRATION

## Draft Agenda

E|M|G

GROUP

09:00 - 09:15	Event opening
09:15 - 11:00	Hitchhiker's Guide to the Financial Rules of Horizon 2020
	<ul> <li>Detailed introduction to the financial rules of H2020 with real-life examples:</li> <li>Form of Grants, Forms of Costs</li> <li>Eligible and non-eligible costs with comparison and all exceptions</li> <li>Direct and indirect costs</li> <li>Introducing the cost categories</li> <li>Personnel costs calculations - showing the possible ways</li> <li>Subcontracting and other third parties</li> <li>Travel costs, Consumables vs. Overheads</li> <li>Equipment and assets</li> <li>Internally invoiced items</li> <li>Indirect costs calculation</li> </ul>
44.45 40.00	(11:00 - 11:15 Coffee break)
11:15 - 12:30	Workshop: Financial Reporting - Part 1
	Introduction - Participants will prepare a financial statement for a virtual Horizon2020 project, based on "dummy" invoices, salary slips, receipts and bills, time records and certificates, which are generated individually for each participant.
	(12:30 - 13:30 Lunch)
13:30 - 15:00	Workshop: Financial Reporting - Part 2
	(15:00 - 15:15 Coffee break)
15:15 - 16:30 Workshop	Understanding the results of the Financial Reporting
	Pragmatic approaches in reporting; Point-by-point assessment of the prepared financial reports: Format, content; overall principles, possible bottlenecks, what should and should not be included.
16:30	Wrapping up and closure of the event