

# Framework Agreement for the provision of services

concluded pursuant to the provisions of Article 269(2) et seq. of Act No. 513/1991 Zb. Commercial Code as amended by and between ("**Agreement**")  
by and between:

**Customer:** **Slovenská elektrizačná prenosová sústava, a.s.,**  
Registered office: Mlynské nivy 59/A, 824 84 Bratislava, Slovak Republic  
Company Reg. No. 35 829 141  
Tax No.: 2020261342  
VAT No.: SK2020261342

registered with Companies Register of the District Court Bratislava I, Section Sa, Entry no.: 2906/B

Represented by: Ing. Jaroslav Vach, MBA, predseda predstavenstva  
Mgr. Martin Riegel, podpredseda predstavenstva

Bank: TATRA BANKA, a.s. Bratislava  
IBAN bank account no.: SK30 1100 0000 0026 2019 1900  
SWIFT: TATRSKBX

("Customer")

and

**Consultant:** **Grant Thornton Advisory s.r.o.**  
Registered office: Pujmanové 1753/10a, Nusle, PSČ 140 00, Praha 4  
Company Reg. No. 08358991  
VAT No.: CZ8358991

registered with Companies Register of the District Court Prague, Czech Republic, section C, Entry no.: 317580

Represented by: Ing. Zbyněk Bolcek, Authorized representative

("Consultant")

Bank: Česká spořitelna a.s.  
IBAN bank account no.: CZ09 0800 0000 0000 0642 1172  
SWIFT: GIBACZPX

("Consultant's bank account")

For the purposes of this Agreement, the Customer and the Consultant shall also be jointly called "**Parties**" and each individually "**Party**".

## Recitals

- a) Západoslovenská distribučná, a.s., E.ON Észak-dunántúli Áramhálózati Zrt. and Slovenská elektrizačná prenosová sústava, a.s., ("**Project Implementers** ") want to implement the cross-border Smart Grid project titled Danube InGrid ("**Project** "), listed on the fourth list of the so-called PCI – Projects of Common Interest pursuant to Regulation (EU) No 347/2013 of the European Parliament and of the Council of 17 April 2013 on guidelines for trans-European energy infrastructure and repealing Decision No 1364/2006/EC and amending Regulations (EC) No 713/2009, (EC) No 714/2009 and (EC) No 715/2009.
- b) The Project Implementers have submitted an application for granting financial support for implementing a part of the Project in the form of an irreclaimable EU financial contribution, under which grant should be provided for selected portions of the project –**Actions**. Grants can be provided to the Project Implementers under an agreement on grants concluded between the Project Implementers as recipients and the Innovation and Network Executive Agency (INEA) ("**Grant Agreement**"). In order to ensure due performance of the Grant Agreement and proper implementation of Actions, the Action Implementers concluded a consortium agreement ("**Consortium Agreement**").
- c) The Project Implementers have declared a public tender, subject of which was the selection of a provider of advisory services and support during the implementation of activities within the Action and based on the results of this public tender, the Parties hereby conclude this Agreement in the following wording:

## 1. Subject of the Contract

- 1.1. Subject of this Agreement is the obligation of the Consultant to provide the Customer, under conditions stipulated in this Agreement, with advisory services, conduct actions and hand over results in areas further specified in Article 2 of this Agreement ("**Services**").
- 1.2. Subject of this Agreement shall also be the obligation of the Customer to pay the Consultant a remuneration for activities provided under this Agreement in an amount, manner and under conditions further specified in Article 4 of this Agreement and provide the Consultant with all cooperation required for the provision of advisory services to the extent specified in Article 2 of this Agreement.

## 2. Performance provision

- 2.1 The Consultant undertakes to provide the Customer with advisory services related to the implementation of the Project, or the implementation of individual activities within the Action as specified in Annex 2 to this Agreement (Description of the activities of the project team and the steering committee). These activities include particularly, but not exclusively:
  - a) Project management during the implementation of the Action
    - i. Organisational management of the Action (holding negotiations, participating in negotiations on all required levels, drafting reports, monitoring activities, consolidating results, etc.),
    - ii. Preparing and managing the tool for monitoring the Action or individual activities within the Action (GANTT), which shall include a schedule, tasks and their actual

- performance, milestones towards INEA and any other potential requirements of the Customer,
  - iii. Support of the management of the implementation of the Action for the project teams and the Customer,
  - iv. Regular inspection of the budget and its performance,
  - v. Participation and support on audits and inspections by the EU and national authorities throughout the implementation of the Action and drafting related documents,
- b) Support during the drafting of documents required for the purposes of meeting the obligations resulting particularly from the Grant Agreement and meeting the reporting obligations towards INEA, as well as internally among grant recipients, meaning within the consortium
- i. Drafting documents and internal results required for the steering of the Action, as well as for needs of the Steering committee [such as QSR – quarterly status report as specified in the Consortium Agreement, proposals for shifting funds (so-called budget transfer/budget shift as per Grant Agreement), proposals for changes within the project, etc.],
  - ii. Drafting proposals for amending the Grant Agreement (budget, schedule, scope of the performance),
  - iii. Drafting documents for the purposes of reporting towards INEA (Annual status report – ASR, financial spreadsheets, application for preliminary payment, audit documents, applications for prolonging the project, final report, application for balance payment, etc.),
- c) Providing communication between the Action implementers
- i. Support internal communication within the consortium, for the coordinator and for project teams' representatives,
  - ii. Support of the consortium and representatives of project teams of recipients with external communication (public authorities, respective regulatory authority, European Commission organisation, such as INEA, institutions and bodies of the European Union and other),
- d) Further activities as needed and/or appropriate in connection with the implementation of the Action. Further activities under this Subclause d) shall be provided by the Consultant exclusively upon request/order of the Customer.
- 2.2 The place of provision of the service shall be the premises of the Consultant at: Parkview Building, Pujmanové 1753/10a, CZ14000 Praha 4, Czech Republic, or any other place specified and/or approved by the Customer.
- 2.3 Within the provision of the performance under this Agreement, the Consultant shall participate in negotiations (including videoconferences) with the Customer, their employees and any other appointed persons and other Implementers on dates and at places specified by the Customer. The Consultant shall also be obliged to send the Customer the agenda and documents required for the negotiations in advance, anyhow not later than 48 hours before the planned meeting (videoconference) takes place. The Consultant shall also be obliged to draft minutes from each meeting (videoconference) save for cases when the Parties agree differently in the specific case.
- 2.4 Individual performances under this Agreement shall be provided by the Consultant under written orders that shall, among other information, contain the required extent of the services and the expected Remuneration for its provision under this Agreement.
- 2.5 No provision of this Agreement shall be interpreted as an obligation of the Customer to order services from the Consultant, and the expected extent of services specified in this Agreement

shall not be binding for the Customer. The actually ordered extent of services during the term of this Agreement can be less, equal to or even higher than the expected extent of services as specified in Annex 1 to this Agreement (quotation of the Consultant). The Customer reserves the right not to order services. Only actually provided Services will be subject to invoicing.

- 2.6 The Parties have agreed that any extension of the extent of services provided by the Consultant under this Agreement above the extent specified in this Article shall be agreed by means of a written addendum to this Agreement, which shall state the specification of the further advisory services and the Remuneration the Customer shall be obliged to pay to the Consultant for such further advisory services.

### **3. Rights and obligations of the Parties**

- 3.1. The Consultant undertakes to conduct advisory services under this Agreement with due professional care, protect interests of the Customer known to them and inform the Customer continuously and regularly on the performance of the subject of this Agreement. During the provision of advisory services, the Consultant shall be obliged to follow the orders and requirements of the Customer. The Consultant shall be obliged to notify the Customer without undue delay if their instructions are improper. If the Customer fails to provide the Consultant with required instructions and their provision is required for the activities of the Consultant, or if circumstances change, which would result in the instructions initially provided by the Customer to be inappropriate, the Consultant shall be obliged to ask the Customer to provide the required instructions. If despite a prior call of the Consultant, the Customer fails to provide such instructions, the Consultant shall be obliged to provide the services in a manner that best complies with the interests of the Customer known to him.
- 3.2. The Customer shall be obliged to provide the Consultant with all required cooperation, information and documents required for the provision of advisory services under this Agreement.
- 3.3. The Parties have agreed that they shall cooperate and actively approach individual areas of advisory services provided under this Agreement.
- 3.4. The Consultant shall be obliged to provide advisory services under this Agreement of the entire term of the Action, or the term of the Grant Agreement. The Consultant shall be obliged to provide the services and hand over the results from the services within deadlines specified by the Customer. The Consultant shall be obliged to cooperate with the Customer and provide the Customer with advisory services pursuant to the requirements of the Customer and under his instructions also after the Action is completed and/or the Grant Agreement terminates. Following the completion of the Action and/or the termination of the Grant Agreement, the Consultant shall be obliged to provide the Customer with services and support, particularly related to drafting the final report according to the requirements of the Customer and the INEA conditions resulting from the Grant Agreement, other relevant documents, or INEA requirements.
- 3.5. The Customer shall be obliged to pay the Consultant the Remuneration in the agreed amount and deadlines pursuant to the provisions of Article 4 of this Agreement.
- 3.6. The Consultant shall hand over the results of their activity in the form of Customer requirements, whereas if the results of the advisory services allow for it, or if any Party asks for it, the handover of the results shall be confirmed by the Parties in writing in a handover protocol. The Customer shall be entitled to refuse the handover of results of the activities of the Consultant if these fail to comply with the quality requirements required by the Customer.

- 3.7. Each Party shall specify their contact person/s, who shall be responsible for the mutual handover and sharing of information, as well as cooperation, handover and takeover of required documents, information and results of activities under this Agreement.

The contact person on behalf of the Consultant shall be:

Name and Surname: Jiří Dvořák  
Phone: +420 724 994 480  
Email: [jiri.dvorak@cz.gt.com](mailto:jiri.dvorak@cz.gt.com)

The contact person on behalf of the Consultant entitled to receive electronic orders shall be:

Name and Surname: Jiří Dvořák  
Phone: +420 724 994 480  
Email: [jiri.dvorak@cz.gt.com](mailto:jiri.dvorak@cz.gt.com)

The contact person on behalf of the Customer shall be:

Name and Surname: Monika Božiková  
Phone: +421 907 762 718  
Email: [monika.bozikova@sepsas.sk](mailto:monika.bozikova@sepsas.sk)

- 3.8. The Consultant shall be obliged to provide a sufficient number of individuals with the required qualification over the entire term of this Agreement. The Consultant hereby specifies the following person to be the manager, who shall manage the advisory services related to the implementation of the Action:

Name and Surname: Jiří Dvořák  
Phone: +420 724 994 480  
Email: [jiri.dvorak@cz.gt.com](mailto:jiri.dvorak@cz.gt.com)

The CV of the appointed manager shall be Annex 3 to this Agreement (Managers CV). Any changes in the person of the manager shall be subject to prior written consent of the Customer. The Customer shall be entitled to refuse the change in the person of the manager if the proposed manager does not have at least the same education and work experience as the original manager, or if there are justified doubts about their capabilities to perform tasks of the manager under this Agreement.

- 3.9. The Parties have agreed that any changes to persons specified in Clauses 3.7. and 3.8. of this Agreement shall not be deemed amendments to this Agreement and thus shall not require addenda to this Agreement. Changes to information specified in Clause 3.7. shall enter into force as to the day specified in the notification, anyhow no earlier than 5 days following its delivery. Changes to information specified in Clause 3.8. shall enter into force as to the day specified in the consent of the Customer, anyhow no earlier than 5 days following its delivery to the Consultant.
- 3.10. After the termination of this Agreement, or upon request of the Customer, the Consultant shall return the Customer all documents and other materials provided to them by the Customer for the purposes of performing the subject of this Agreement, or which they acquired in connection with the performance of obligations under this Agreement.
- 3.11. If (i) The Consultant is in default with the performance of obligations under this Agreement, due to which there is a default in the reporting obligation towards INEA, or (ii) if the Consultant fails to provide the Customer with advisory services to the extent and/or quality allowing a due performance of obligations of the Customer towards INEA and/or other subjects under the

Grant Agreement, the Customer shall be entitled to ask the Consultant to pay a contractual fine amounting EUR 5,000 (in words: five thousand Euro) for each violation of an obligation by the Consultant.

- 3.12. If the Consultant violates any of their obligation under Clause 2.3 and/or Article 3 of this Agreement, the Customer shall be entitled to ask the Consultant to pay a contractual fine amounting EUR 100 (in words: one hundred Euro) for each commenced day of the default with the performance of such obligation. To avoid any doubts, the Parties have agreed that the Customer shall not be entitled to require the payment of the contractual fine under this Clause of this Agreement if obligations of the Consultant are violated, for which the right for contractual fine under Clause 3.11 of this Agreement can be applied.
- 3.13. By applying the titles for the payment of contractual fines under Clauses 3.11 and 3.12 and by paying the applied contractual fines, the right of the Customer for damage compensation shall in no manner be limited.

#### **4. Remuneration and settlement of costs**

- 4.1 The Customer undertakes to pay the Consultant a remuneration for the provision of services under Article 2 of this Agreement, the amount of which shall be specified as the multiplication of the number of hours of services provided by the Consultant for a calendar and the respective rate in the amount as per Annex 1 to this Agreement (Quotation of the Consultant) ("**Remuneration**"). The rates specified in Annex 1 are exclusive of Value Added Tax. Value Added Tax in the respective rate shall be added to the Remuneration. The Remuneration shall be paid based on respective tax documents (invoices) issued as to the 15<sup>th</sup> day of the calendar month following the month in which the services were provided by the Consultant to the Customer. Such tax documents shall be issued based on monthly worksheets and/or handover protocols, which have to be approved by the Customer and which shall be Annex to the respective tax document.
- 4.2 Tax documents (invoices) shall be due within 60 days from the delivery of the respective tax document (invoice) to the Customer. The Consultant shall be obliged to send issued tax documents (invoices) without undue delay following their issue to the Customer. The invoice is considered delivered in paper (printed) form to the address of the Client's registered office and in electronic form exclusively to the address [efaktury@sepsas.sk](mailto:efaktury@sepsas.sk). An electronic invoice delivered to other e-mail address is not considered as a delivered to the Customer in accordance with this Agreement. The electronic invoice must be signed with a guaranteed electronic signature. An electronic invoice without guaranteed electronic signature is not acceptable by the Customer and will be returned. The consultant is obliged to submit the original certificate of tax domicile with the first invoice.
- 4.3 The Parties have agreed that the Customer shall pay the Consultant the Remuneration by means of crediting funds amounting to the Remuneration together with Value Added Tax in the respective amount to the bank account of the Consultant. The Remuneration shall be deemed paid as to the day the respective amount is debited from the bank account of the Customer.
- 4.4 The Remuneration shall include travel expenses, as well as accommodation expenses of the Consultant required and duly spent during the provision of advisory services under this Agreement.
- 4.5 The Remuneration shall also include any, and all costs of the Consultant spent in connection with the performance of the Subject of this Agreement, particularly, but not exclusively the following costs:

- a) For processed and handed over results of the advisory services,
- b) Consulting services provided during the cooperation (for example particularly, but exclusively during the setting up of cooperation conditions and/or explanation of the details of provided services),
- c) Telephony and telecommunication costs, parcel services, translations, stationery, copies, notary and any other fees,
- d) Prices of licenses,
- e) Prices of licenses within handed over results of the services and related copyrights,
- f) Travel and accommodation expenses,
- g) Costs of the participation in presentation,
- h) Costs related to the use of technology, hardware and software,
- i) Costs for the organizational management of the advisory services,
- j) Personnel costs,
- k) Costs for rooms (particularly, but not exclusively rent),
- l) Coverage of relevant fixed costs of the company,
- m) Costs for recognized complaints,
- n) Other costs not specified in this Clause.

4.6 Tax documents (invoices) issued by the Consultant shall comply with all requirements of tax documents under applicable provisions of applicable laws. The Parties have agreed that tax documents shall, among the legal requirements, also include the bank details in the IBAN format, as well as the BIC code and the number of the order and/or contract, under which the tax document (invoice) is issued. Should the tax document (invoice) not contain the stipulated requirements, or if information stated in it shall not be correct, the Customer shall be entitled to return the tax document within its maturity to the Consultant with notification on missing and/or incorrect information. In such case, the maturity of the invoice shall commence to the Customer again from the delivery of the tax document (invoice) with all the requirements and/or correct data to the Customer.

## 5. Protected information and personal data protection

- 5.1 All information provided by either Party during the fulfilment of obligation under this Agreement is considered strictly confidential ("**Confidential information**"). The Parties agree that they will not disclose Confidential information to any third party, and will not use it in contradiction with this Agreement or for purpose other than for which Confidential information was provided, and the Parties agree to ensure that their representatives will not disclose Confidential information to any third party, and will not use it in contradiction with this Agreement or for purpose other than for which Confidential information was provided ("**Confidentiality obligation**"). Confidentiality obligation of both Parties shall last even after the termination of this Agreement.
- 5.2 Confidentiality obligation does not apply to information:
- a) made available as required by applicable laws, court or other state administration body,
  - b) made available to legal successors, advisors and representatives of the Parties under the condition that these legal successors, advisors and representative will keep confidentiality of such information in the same scope and under the same conditions as indicated in this Agreement,
  - c) if one Party received the other Party's consent to disclose or use certain information,
  - d) made available to third parties in the scope necessary to carry out transactions intended by this Agreement.
- 5.3 Both Parties agree to make every reasonable effort to inform the other Party beforehand about the disclosure of Confidential information with is not subject to Confidentiality obligation under Clauses 5.2(a) to (d) of this Agreement, and provide reasonably expected cooperation so that the other Party may intervene if necessary. If previous warning is not possible, the Party agrees

to inform the other Party about the disclosure of Confidential information without undue delay after the fact.

- 5.4 If the Consultant breaches the Confidentiality obligation under Clause 5.1 of this Agreement, the Customer may charge the Consultant a contractual penalty amounting to EUR 10,000 (ten thousand euros) for every breach of the Confidentiality obligation. Exercising the right to contractual penalty and payment of the contractual penalty under the previous sentence of this Clause of the Contract have no effect on the Customer's right to compensation for damage.
- 5.5 When offering advisory services, the Consultant may provide the following types of data to third parties as references:
- a) Project name;
  - b) Customer name;
  - c) short description of the work performed and contributions made as part of the provided advisory service. Unless the Parties agree otherwise, the Consultant must submit the description under this Sub-clause c) to the Customer for prior approval.
- 5.6 For purposes of effective communication between the Parties and/or for purposes of the Contract performance or fulfilment of their legal obligations, the Parties collect and processes—in the necessary scope—personal data of contact persons and/or other entities indicated in this Agreement or participating in the performance of the Contract. Personal data are processed during the time when these entities fulfil the roles and tasks related to this Agreement, i.e. during the effectiveness of the Contract and the time necessary to settle the rights and obligations arising from the Contract, and/or during the time necessary for their retention in line with applicable laws.
- 5.7 The Parties are independent controllers of personal data defined in the previous Clause and will perform their duties arising from the applicable laws separately and at their own expense. This concerns especially informing the data subjects about the processing of their personal data and providing information on the processing – as per their respective Privacy Notice published on:
- a) Customer: <https://www.sepsas.sk/OchranaOsobUdajov.asp?kod=577> and the Customer's intranet
  - b) Consultant: <https://www.grantthornton.cz/en/privacy-statement>
- 5.8 The Parties are liable to each other for any damage incurred to the other Party by the breach of their obligations during or in connection with personal data processing, including lawfully imposed sanctions (penalties) or compensations for damage, which the Customer or the Consultant as the administrator will be obliged to pay as the result of the breach of his obligations. The Consultant or the Customer is obliged to pay such sanctions (penalties), damages or compensation for damage to the counterparty based on a written appeal within 30 (thirty) days from the delivery of such appeal.
- 5.9 The Consultant (as the processor) will process personal data which the Customer (as the controller) may hand over to him in relation with the Contract performance (see Articles 1 and 2 of the Contract). To avoid any doubts, these are not personal data indicated in Clause 5.6 of the Contract. In this case the Parties will conclude a separate agreement on personal data processing which will govern the terms and conditions of processing in line with applicable laws.



## **6. Term of Contract**

- 6.1 The Parties have agreed that this Agreement is concluded for a definite period, i.e. from the date of signature of this Agreement by Parties until the Contract reach the financial limit indicated as „maximum total remuneration during the term of Contract” stated in Annex 1 to Contract (Consultant’s price offer).
- 6.2 If throughout the duration of the Contract the Action is prolonged (especially in the form of an addendum to the Grant Agreement), the Parties will make an addendum to this Agreement whose subject will be the prolongation of this Agreement for the time necessary to finish the Action and meet all obligations of the Customer related to the finalization of the Action arising from the Grant Agreement.
- 6.3 The Parties have agreed that, apart from the expiry of the term of this Agreement under Clause 6.1 of the Contract, the Contract terminates by:
- a) an agreement of the Parties,
  - b) not signing and no validating of the Grant Agreement between the Customer and INEA Agency until 31.12.2021,
  - c) withdrawal from the Contract for reasons stated in applicable laws, in particular the Commercial Code, or
  - d) spending the financial limit indicated as the maximum total remuneration in Annex 1 to Contract (Consultant’s price offer).
- 6.4 Contract termination does not affect the validity of any provision of the Contract which, due to its nature, is to last even after the Contract termination.
- 6.5 If within five (5) years from the payment of the remaining grant under the Grant Agreement (unless the Action is prolonged) the Customer receives the request for Action audit by INEA and/or the European Commission, the Consultant is obliged to ensure his participation and advisory for the Customer during such audit. The remuneration for advisory provided during the audit will be determined based on the rates determined under Article 4 of the Contract. To avoid any doubts, the Parties have agreed that the obligation of the Consultant to provide advisory to the Customer during the audit under the previous sentence shall last even after the termination of this Agreement.

## **7. Final provisions**

- 7.1 As the Customer is a liable person within the meaning of Act no. 211/2000 Coll. on Free Access to Information and Amendments to certain Acts (Freedom of Information Act) as amended (hereinafter referred to as the “Freedom of Information Act”), the Parties are aware that the Agreement and tax documents related to the Agreement will be published in such a way, which imposes the Act on Freedom of Information in its statute for compulsorily published contracts, orders and invoices pursuant to § 5a and § 5b.
- 7.2 The Agreement becomes valid and legally binding from the day of the last party has signed it and effective from the day following the day of the publication of the Agreement pursuant to § 47a section 1 of the Act No. 40/1964 Coll. Civil Code.
- 7.3 If a Grant Agreement is concluded during the term of this Agreement, the Consultant will observe Special Conditions for Implementation of Projects of Common Interest during the Contract performance, which comprise Annex 4 to this Contract. The Parties have agreed that Annex 4 to this Agreement will become effective and form an integral part of this Agreement on the day of conclusion of the Grant Agreement.

- 7.4 The provisions of this Agreement may be amended only by written addenda signed by both Parties, except for cases indicated in Clauses 3.7 and 3.8 of the Contract. For purposes of amending this Agreement, the written form is not email, fax or other electronic communication.
- 7.5 This Agreement is made in (3) three counterparts, each of which shall be deemed to be an original. The Consultant shall receive (1) one counterpart and the Customer (2) two counterparts.
- 7.6 Should any provision of the Contract prove or become void, obsolete or unenforceable, other provisions of the Contract shall remain in force and effect, provided their nature allows them to be severable from the void, obsolete or unenforceable provision. The Parties will agree to replace the void, obsolete or unenforceable provision by a new one, which will be equivalent to the originally intended purpose of the void, obsolete or unenforceable provision, within thirty (30) days from the delivery of the Party's notice to the other Party. Until such agreement of the Parties is reached, applicable legal regulation shall apply.
- 7.7 The Parties have agreed that the Consultant may assign any receivables and/or transfer rights towards the Customer arisen from this Agreement or in relation herewith to a third party only with the previous written consent of the Customer. The arrangement under the previous sentence of this Clause represents an agreement on restriction of assignment of receivables pursuant to Section 525(2) of the Act No. 40/1964 Zb. Civil Code as amended.
- 7.8 Pursuant to the provisions of Article 3, Section 1 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), the Parties have agreed that this Agreement and all rights and duties of Parties arising from this Agreement—with the exception of duties related to the value-added tax—shall be governed by applicable Slovak laws.
- 7.9 Pursuant to the provisions of Article 14, Section 1, Clause b) of Regulation (EC) No. 864/2007 of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II), the Parties have agreed that all their non-contractual obligations shall be governed by applicable Slovak laws.
- 7.10 The Parties hereby agree that in case of any disputes regarding the content and performance of this Agreement they shall make all efforts that can be justly required from them to settle any dispute by means of reconciliation, particularly to remove circumstances leading to the right to withdraw from this Agreement, or that cause its invalidity.
- 7.11 Pursuant to the provisions of Article 25, Section 1 of the Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of 12 December 2012 on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters, the Parties have agreed that any disputes arising from or related to this Agreement, including disputes regarding its validity or existence, shall be governed by Slovak courts.
- 7.12 By signing this Agreement, the Consultant confirms that he is familiar with the fact that the Customer, in carrying out his business activities and relationships, follows the principles set out in the Code of Conduct whose wording can be found on the website [https://www.sepsas.sk/Etický\\_kodex.asp?kod=610](https://www.sepsas.sk/Etický_kodex.asp?kod=610). The Consultant agrees to respect the same principles in carrying out his business activities and developing his relationships with third parties.
- 7.13 Unless otherwise stated in this Agreement, the following annexes constitute an integral part of this Agreement:  
Annex 1: Consultant's price offer  
Annex 2: Description of Project team and Steering committee activities  
Annex 3: Manager's CV  
Annex 4: Special Conditions for Implementation of Projects of Common Interest

7.14 The Parties declare that they have full legal capacity, their liberty of contract is not restricted, they have made this Agreement based on their solemn and free will expressed explicitly and clearly; the Contract has not been made under duress or under markedly unfavorable conditions; the Parties have carefully read this Contract, understood its content and in witness whereof they attach their signatures.

**On behalf of the Customer**

In Bratislava

10.02.2021

**On behalf of the Consultant**

In Prague

\_\_\_\_\_  
**Place**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Place**

\_\_\_\_\_  
**Date**

Ing. Jaroslav Vach, MBA  
Chairman of Board of  
Directors

\_\_\_\_\_  
**Name, surname,  
position**

\_\_\_\_\_  
**Signature**

Ing. Zbyněk Bolcek,  
Authorized representative

\_\_\_\_\_  
**Name, surname,  
position**

\_\_\_\_\_  
**Signature**

Mgr. Martin Riegel  
Vice-chairman of Board of  
Directors

\_\_\_\_\_  
**Name, surname, position**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_

## Annex 1 – Consultant’s price offer

1. Remuneration for the provision of advisory services by individual positions:

Position	Hourly rate in EUR
Partner	267,00
Senior manager	170,00
Manager	115,00
Senior consultant	89,00
Consultant	61,00
Business analyst	46,00

2. Participation of the Consultant’s working group in the Project team and Steering committee sessions – APPROXIMATE VALUES PER ANNUM common for all three Project Implementers

Project team: 12x per year			
Description	Position	Expected hours per 1 Project team session (common for all three Project Implementers*)	Expected hours per 12 Project team sessions/year (common for all three Project Implementers*)
Preparation for the sessions Participation in the session Minutes - taking and distribution of the Minutes	Partner	1,70	20,40
	Senior manager	2,30	27,60
	Manager	14,00	168,00
	Senior consultant	3,00	36,00
	Consultant	18,00	216,00
	Business analyst	13,00	156,00
<b>TOTAL – Remuneration for the Consultant team's participation in 1 Project team session in € (common for all three Project Implementers*)</b>		<b>4 417,90</b>	<b>53 014,80</b>

<b>Steering Committee: 4x per year</b>			
<b>Description</b>	<b>Position</b>	<b>Expected hours per 1 Steering Committee session (common for all three Project Implementers*)</b>	<b>Expected hours per 4 Steering Committee sessions/year (common for all three Project Implementers*)</b>
Preparation for the sessions	Partner	8,00	32,00
Participation in the session	Senior manager	6,00	24,00
	Manager	17,50	70,00
Minutes - taking and distribution of the Minutes	Senior consultant	6,00	24,00
1x a year creation of: final annual report	Consultant	15,00	60,00
	Business analyst	13,00	52,00
Financial statement			
Milestones			
<b>TOTAL – remuneration for the Consultant team's participation in 1 Steering Committee session in € (common for all three Project Implementers*)</b>		<b>7 215,50</b>	<b>28 862,00</b>

<b>Expected sessions during the term of Contract</b>	<b>Remuneration in € per each session per all three Project Implementers*)</b>	<b>Total – Remuneration in € common for all three (common for all three Project Implementers*)</b>
60x Project team	4 417,90	265 074,00
20x steering committee	7 215,50	144 310,00
<b>TOTAL – maximum total remuneration during the term of Contract (remuneration in € for 60 sessions of the Project team and 20 sessions of the Steering committee) (common for all three Project Implementers*)</b>		<b>409 384,00</b>

Participation of the Consultant's working group in the Project team and Steering committee sessions - APPROXIMATE VALUES PER ANNUM per each Project Implementers\*

This calculation represents an equal share of costs, i.e. division of the common values for all three Project Implementers by 1/3.

<b>Position</b>	<b>Expected hours per 1 Project team session per each Project Implementer*</b>	<b>Expected hours per 12 Project team sessions/year per each Project Implementer*</b>
Partner	0,57	6,80
Senior manager	0,77	9,20
Manager	4,67	56,00
Senior consultant	1,00	12,00
Consultant	6,00	72,00
Business analyst	4,33	52,00
<b>TOTAL – Remuneration for the Consultant team's participation in 1 Project team session in € per each Project Implementer*:</b>	<b>1 472,63</b>	<b>17 671,60</b>

<b>Position</b>	<b>Expected hours per 1 Steering Committee session per each Project Implementer*</b>	<b>Expected hours per 4 Steering Committee sessions/year per each Project Implementer*</b>
Partner	2,67	8,00
Senior manager	2,00	6,00
Manager	5,83	17,50
Senior consultant	2,00	6,00
Consultant	5,00	15,00
Business analyst	4,33	13,00
	<b>2 405,17</b>	<b>7 215,50</b>

<b>Expected sessions during the term of Contract</b>	<b>Remuneration per each session per each Project Implementer* in €</b>	<b>Total – Remuneration per each Project Implementer* in €</b>
60x Project team	1 472,63	88 358,00
20x steering committee	2 405,17	48 103,33

TOTAL – maximum total remuneration during the term of Contract per each Project Implementer*)	<b>136 461,33</b>
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\* Project Implementers mean Západoslovenská distribučná, a.s. (ZSD), E.ON Észak-dunántúli Áramhálózati Zrt. (EED) and Slovenská elektrizačná prenosová sústava, a.s. (SEPS) with the aim of implementation the cross-border Smart Grid project titled Danube InGrid , listed on the fourth list of the so-called PCI – Projects of Common Interest pursuant to Regulation (EU) No 347/2013 of the European Parliament and of the Council of 17 April 2013 on guidelines for trans-European energy infrastructure and repealing Decision No 1364/2006/EC and amending Regulations (EC) No 713/2009, (EC) No 714/2009 and (EC) No 715/2009. If the word is used in singular it means ZSD or EED or SEPS.

Final remuneration for the participation of the Consultant's team in the Project team/Steering committee sessions will be calculated as a multiple of approved man-hours of the relevant position and the unit rate said position spent in the given Project team/Steering committee session, whereas such calculation must be agreed and approved in the monthly work report and/or the handover protocol.

The price includes all costs related to the provision of advisory services under this request, especially but not limited to the following costs:

- i. For prepared and handed over results of the advisory activities;
- ii. Consulting services during the cooperation (e.g., but exclusively during the setup of the conditions of the cooperation, explanation of particulars of the provision of services);
- iii. Costs for telephones, telco services, parcel services, language translations, stationery, copies, notarial and other fees;
- iv. Prices of licenses;
- v. Prices for licenses within handed over results of services and related copyrights;
- vi. Travel and accommodation costs;
- vii. Costs of the participation in presentation;
- viii. Costs related to the use of technology, hardware and software;
- ix. Costs for the organizational management of the advisory services;
- x. Personnel costs;
- xi. Costs for rooms (e.g., but not exclusively rent);
- xii. Coverage of relevant fixed costs of the company;
- xiii. Costs for recognized complaints;
- xiv. Other costs not specified in here.

## **Annex 2: Description of Project team and Steering committee activities**

**Steering committee (SC)** activities as part of the Danube InGrid project include:

- Highest decision-making body with general responsibility for the Action and ensuring its finalisation and achievement of its goals.
- General supervision over the Action including all its activities.
- Decisions in the matters submitted by the Coordinator and any other matters regarding the Action that are subject to joint responsibility of ZSD, SEPS, EED, if SC reserves such decision-making.
- Decisions regarding the proposals submitted by the Coordinator on behalf of the Project team in order to avoid possible stalemates during the Action implementation.
- Approval of any reports and results which are to be submitted under the Grant Agreement prior to the submission of their final versions to INEA.
- Review of the Action monitoring and administration by the Project team.
- Approval of proposed amendments of the Grant Agreement and other significant changes concerning the Action, including the start or termination of specific parts of the Action.
- Approval of any changes in the approved budget for the Action and the subsequent notification of INEA about the budget change by the Coordinator.
- Approvals regarding the External consultant.
- Approval of whether and until when requests for continuous financing under the Grant Agreement once per the reporting period will be filed.
- Decisions about measures to be adopted in case of failure to meet the obligations of ZSD or SEPS or EED, whereas members of the SC will make maximum effort to identify measures that will most efficiently ensure Action continuity and use of the grant under the Grant Agreement, and will prevent any breach of the Grant Agreement.
- Decisions about the measures to be adopted in the event of the Coordinator's bankruptcy.
- Performance of tasks and duties assumed by the Consortium Agreement.

**Project team** activities as part of the Danube InGrid project include:

- Performance of activities on behalf and based on instructions of the Steering committee, and coordination of the Action activities on operational level.
- Performance of duties arising from *Common Compilation and Completion Activity* under the Consortium Agreement.
- Preparation of agenda and documents based on which the Steering committee will be able to make decisions to achieve progress in the Action.
- Proposal of amendments to the Grant Agreement.
- Operational monitoring of all activities comprising the Action in order to track its progress and ensure that its goals are reached.
- Performance of other tasks and duties assumed by the Consortium Agreement.



### Annex 3: Manager's CV

#### 1. Team setup

<b>No. of team members:</b>	5
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<b>Position name</b>	<b>Team members' role description:</b>
Senior Manager	Project definition, project management, preparation of the application in the frame of EU funding
Manager	Project administration and project management
Senior Consultant	Financial and data analysis, preparation of CBA analysis
Consultant	Assistance in the preparation of the application in the frame of EU of funding
Associate Manager	Assistance in the preparation of the application in the frame of EU of funding

CVs of individual team members:

Position: **Senior Manager**

Name and surname:	Jiří Dvořák
Short education overview:	Secondary Level Education
Spoken languages:	Czech, English, French
Detailed information on experience with implementation of grant projects in the scope of activities stated in this Declaration:	<p>Jiří Dvořák specializes on projects in the areas of energy, alternative technologies, fuels, and waste. He is focused on projects regarding strategy and electrical grid development, waste management in cities and innovative projects focused on alternative transport (hydrogen, LNG, electromobility), energy storage and renewable energy sources. At the same time, he deals with financing of these projects through European subsidy programs.</p> <p>Jiri provides consultancy services in preparation of the application for the enlistment of the project to the PCI list, in procession a grant agreement application from CEF energy program and negotiation with the EC.</p> <p>Jiri is project manager of project ACON and prepared successful funding project Danube InGrid.</p> <p><b>Project References:</b></p> <ul style="list-style-type: none"> <li>• ČEPS, a.s. - Environmental study for EU funding 2017 (01/17 - 12/17)</li> <li>• ČEPS, a.s. - Financing of the grid from EU funds (2016) (01/16 - 03/17)</li> <li>• ČEPS, a.s. - Financing of the grid from EU Funds (01/17 - 10/18)</li> <li>• ČEPS, a.s. - Advisory for Handover of Funding Materials (01/18 - 11/18)</li> <li>• ČEPS, a.s. - Cost Benefit Analysis OP PIK (10/17 - 03/19)</li> <li>• ČEPS, a.s. - Cost Benefit Analysis 2019-2020 (02/19 - 03/21)</li> <li>• Česká vodíková technologická platforma - Preparation of the NAP CM hydrogen part (05/19 - 08/19)</li> </ul>

	<ul style="list-style-type: none"> <li>• Česká vodíková technologická platforma - Update of the Study for Hydrogen in CZ Transport (05/18 - 10/18)</li> <li>• České dráhy, a.s. - CEF Grant Applications 2020 - ETCS (on-going project) (02/20 - 11/21)</li> <li>• České sdružení regulovaných elektroenergetických společností - High-speed internet NAP SG (05/17 - 10/18)</li> <li>• ČEZ, a. s. - CEZ_CEF-T Emobility - Application Preparation (12/16 - 02/18)</li> <li>• E.ON Distribuce, a.s. - CEF - definition of the smart grids project (10/16 - 09/17)</li> <li>• Grant Thornton S.A. (Greece) - Study on the conditionalities - GAS TSO for ACER (09/18 - 06/20)</li> <li>• Pražská energetika, a.s. - PRE_CEF-T Emobility - Application Preparation (12/16 - 01/18)</li> <li>• W.A.G. payment solutions, a.s. - LNG stations - funding (08/18 - 12/21)</li> <li>• Západoslovenská distribuční, a.s. - ACON - project implementation (on-going project) (06/19 - 06/26)</li> <li>• Západoslovenská distribuční, a.s. - ACON 1 - 2nd phase - grant application preparation (10/17 - 11/19)</li> <li>• Západoslovenská distribuční, a.s. - ACON 2.0 - 1. phase_PCI application (10/18 - 12/19)</li> <li>• Západoslovenská distribuční, a.s. - Danube InGrid_grant application (on-going project) (10/19 - 06/21)</li> <li>• Západoslovenská distribuční, a.s. - PCI project InGrid_SK/HU (09/18 - 10/19)</li> <li>• Západoslovenská distribuční, a.s. - CEF Project Administration Training (08/18 - 02/19)</li> <li>• Železnice Slovenskej republiky - CEF processes training (11/18 - 02/19)</li> </ul>
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Position: **Manager**

Name and surname:	Michael Sikora
Short education overview:	Master's degree in International Relations and Energy Security at Masaryk University
Spoken languages:	Czech, English
Detailed information on experience with implementation of grant projects in the scope of activities stated in this Declaration:	<p>Michael Sikora is focused on project administration and project management in energy sector, innovations, and alternative fuels, mainly in smart grids projects, decentralization, emobility and hydrogen mobility. Michael is also involved in financing from European funds, process optimization and feasibility studies.</p> <p>Michael has great experience in funding projects (from both European and national funding schemes).</p> <p><b>Project Refences:</b></p> <ul style="list-style-type: none"> <li>• ČEPS, a.s. - Environmental study for EU funding 2017 (01/17 - 12/17)</li> <li>• ČEPS, a.s. - Financing of the grid from EU funds (2016) (01/16 - 03/17)</li> <li>• ČEPS, a.s. - Financing of the grid from EU Funds (01/17 - 10/18)</li> </ul>

	<ul style="list-style-type: none"> <li>• ČEPS, a.s. - Advisory for Handover of Funding Materials (01/18 - 11/18)</li> <li>• ČEPS, a.s. - Cost Benefit Analysis OP PIK (10/17 - 03/19)</li> <li>• ČEPS, a.s. - Cost Benefit Analysis 2019-2020 (02/19 - 03/21)</li> <li>• České dráhy, a.s. - CEF Grant Applications 2020 - ETCS (on-going project) (02/20 - 11/21)</li> <li>• ČEZ distribuce, a. s. - Methodology for evaluation of assets operation (11/16 - 09/17)</li> <li>• ČEZ Distribuční služby, s.r.o. - Productivity measurement and process analysis (09/16 - 04/17)</li> <li>• ČEZ ESCO, a.s. - Effective commodity service (01/19 - 06/19)</li> <li>• ČEZ ESCO, a.s. - Implementation of ESCO 3.0 (09/17 - 10/18)</li> <li>• ČEZ ESCO, a.s. - Concept of economic management system (03/18 - 08/19)</li> <li>• ČEZ, a. s. - CEZ_CEF-T Emobility - Application Preparation (12/16 - 02/18)</li> <li>• ČEZ, a. s. - Quality Assurance of the CEF project - emobility (03/17 - 02/20)</li> <li>• ČEZ, a. s. - Preparation of CEF-T proposal and project plan (01/16 - 12/16)</li> <li>• Com - Pakt Energy, a.s. - Localization study for electromobility (03/18 - 09/18)</li> <li>• E.ON Distribuce, a.s. - CEF - definition of the smart grids project (10/16 - 09/17)</li> </ul>
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Position: **Senior Consultant**

Name and surname:	Jan Havelka
Short education overview:	Bachelor's degree in Economics and Finance at the Institute of Economic Studies at Charles University in Prague Master's degree in Accounting and Financial Management at Stockholm School of Economics
Spoken languages:	Czech, English, German, Sweden
Detailed information on experience with implementation of grant projects in the scope of activities stated in this Declaration:	<p>Jan Havelka specializes in corporate finance, financial and risk analysis, digitalization, and data analysis. Jan provides consultancy services in the preparation of CBA analysis used in the funding projects.</p> <p>Jan performed CBA analysis for projects ACON and Danube InGrid.</p> <p><b>Project References:</b></p> <ul style="list-style-type: none"> <li>• České dráhy, a.s. - CEF Grant Applications 2020 - ETCS (on-going project) (02/20 - 11/21)</li> <li>• W.A.G. payment solutions, a.s. - LNG stations - funding (08/18 - 12/21)</li> <li>• W.A.G. payment solutions, a.s. - Framework contr.-analysis, funding, feasibility (on-going project) (05/19 - 03/22)</li> <li>• Západoslovenská distribuční, a.s. - ACON 2.0 - 1. phase_PCI application (10/18 - 12/19)</li> <li>• Západoslovenská distribuční, a.s. - ACON - project implementation (on-going project) (06/19 - 06/26)</li> </ul>

	<ul style="list-style-type: none"> <li>• Západoslovenská distribučná, a.s. - PCI project InGrid_SK/HU (09/18 - 10/19)</li> <li>• Západoslovenská distribučná, a.s. - Danube InGrid_grant application (on-going project) (10/19 - 06/21)</li> </ul>
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Position: **Consultant**

Name and surname:	Polina Šarandina
Short education overview:	Master's degree in Economic Analysis at Prague University of Economics and Business
Spoken languages:	Czech, English, Russian, French
Detailed information on experience with implementation of grant projects in the scope of activities stated in this Declaration:	<p>Polina Šarandina is involved in the projects in the field of energy, smart grids, and subsidy projects administration. Polina has also experience with the national grant programmes and CEF projects as well.</p> <p><b>Project References:</b></p> <ul style="list-style-type: none"> <li>• České dráhy, a.s. - CEF Grant Applications 2020 - ETCS (on-going project) (02/20 - 11/21)</li> <li>• W.A.G. payment solutions, a.s. - LNG stations - funding (08/18 - 12/21)</li> <li>• Západoslovenská distribučná, a.s. - ACON - project implementation (on-going project) (06/19 - 06/26)</li> <li>• Západoslovenská distribučná, a.s. - ACON 1 - 2nd phase - grant application preparation (10/17 - 11/19)</li> <li>• Západoslovenská distribučná, a.s. - Danube InGrid_grant application (on-going project) (10/19 - 06/21)</li> <li>• W.A.G. payment solutions, a.s. - Framework contr.-analysis, funding, feasibility (on-going project) (05/19 - 03/22)</li> <li>• Západoslovenská distribučná, a.s. - Danube InGrid_grant application (on-going project) (10/19 - 06/21)</li> </ul>

Position: **Associate Manager**

Name and surname:	Ondrej Simon
Short education overview:	Master's degree in Economy and Management of Electrical Engineering at the Czech Technical University in Prague
Spoken languages:	Czech, English, Hungarian, Slovak
Detailed information on experience with implementation of grant projects in the scope of activities stated in this Declaration:	<p>Ondrej Simon is an external associate of Grant Thornton. He focuses on financial flow management projects mainly in the energy / network industries as well as on selected energy projects in Central Europe. Ondrej is involved in the project financed from European funds.</p> <p><b>Project References:</b></p> <ul style="list-style-type: none"> <li>• ENACO – cooperation on TDD – park FVE Fertőd I + Fertőd II, Hungary</li> </ul>

	<ul style="list-style-type: none"> <li>• ENACO – cooperation on TDD – park FVE Almásfüzitő, Hungary</li> <li>• ENACO – cooperation on TDD – park FVE Kunszentmárton, Hungary</li> <li>• ENACO – cooperation on TDD – park FVE Monor, Hungary</li> <li>• ENACO – cooperation on TDD – park FVE Tiszakécske, Hungary</li> <li>• MCEPH Kft. – Project management CCGT 860 MW Százhalombatta, Hungary</li> <li>• ČEZ – Designing and implementing centralization and adjustment of the group's payments; Preparation, design and implementation of the group's real cash pooling; Managing the SAP Treasury setup</li> <li>• GG Tabak a.s. – Design and realization of real cash pooling</li> <li>• MVV Energie CZ a.s. – Feasibility study of cash pooling in the Group including cash management output</li> <li>• Západoslovenská distribučná, a.s., E.ON Észak-dunántúli Áramhálózati Zrt., Slovenská elektrizačná prenosová sústava, a.s. - PCI project Danube InGrid_SK/HU</li> <li>• Západoslovenská distribučná, a.s., E.ON Észak-dunántúli Áramhálózati Zrt., Slovenská elektrizačná prenosová sústava, a.s. - CEF project administration training</li> <li>• Flexinity – interim management group, co-founder</li> </ul>
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## Annex 4: Special Conditions for Implementation of Projects of Common Interest

### RECITALS

#### WHEREAS:

- Západoslovenská distribučná, a.s. (hereinafter “**ZSD**”), E.ON Észak-dunántúli Áramhálózati Zrt. (“**EED**”) Slovenská elektrizačná prenosová sústava, a.s. (“**SEPS**”) (altogether hereinafter as “**Customer**”) is the implementer of a cross-border project of common interest regarding Smart Grids under the Regulation (EU) No. 347/2013 of the European Parliament and of the Council of 17 April 2013 on guidelines for trans-European energy infrastructure and repealing Decision No 1364/2006/EC and amending Regulations (EC) No. 713/2009, (EC) No. 714/2009 and (EC) No. 715/2009 (hereinafter as “**PCI**”);
- the European Commission decided to award the Customer a financial grant pursuant to the provision of Regulation (EU) No. 1316/2013 of the European Parliament and of the Council of 11 December 2013 establishing the Connecting Europe Facility, amending Regulation (EU) No. 913/2010 and repealing Regulations (EC) No. 680/2007 and (EC) No. 67/2010 – for purposes of implementing subproject within the PCI (hereinafter as “**Subproject**”);
- conditions of use of the grant awarded to the Customer by the European Commission are further governed by the Grant Agreement (hereinafter as “**Agreement**”) made and entered into by and between Customer and the Innovation and Networks Executive Agency (INEA, hereinafter as “**Agency**”, Agency and Customer as “**Parties**”) based on powers delegated to it by the European Commission,
- pursuant to the Agreement, Customer as the grant recipient is obliged to ensure that contracts with goods suppliers, service providers and construction contractors include special provisions for rights and duties of goods suppliers, service providers and construction contractors in relation to the Agency and/or European Commission,
- Customer and Provider / Supplier / Consultant / Seller (hereinafter as “**Supplier**”) therefore agreed that during the performance of the Contract / Agreement (hereinafter as “**Contract**”) with the Customer the Supplier will respect the below-stated rules and will fulfil the below-stated obligations:

#### I. LIABILITY FOR DAMAGE

■

- 1.1 The Supplier acknowledges that the Agency is not liable for damage caused by or incurred to the Supplier during the Subproject implementation or as a result of it.
- 1.2 Except in cases of Force majeure, the Supplier along with the Customer in proportion to their wrongfulness shall compensate, the Agency for any damage sustained by it as a result of the implementation of the Danube InGrid Project – thus the implementation hereof – or because the Supplier or its Subcontractor has not carried out the Danube InGrid Project or any of its elements in full compliance with the provisions hereof or the Grant Agreement or in accordance with the instructions of the Customer.

- 1.3 The Supplier hereby explicitly renounces its right to claim in connection herewith any damages, compensation for violation of personal rights, or any other civil claims against the European Commission and the Innovation and Networks Executive Agency ("**Agency**"). The Supplier acknowledges that the Grant Agreement ("**Grant Agreement**") to be signed in case of successful grant application by the Customer for the implementation of the Danube InGrid Program only entitles and binds the Customer however it does not create any legal basis for the Supplier to make a claim against the European Commission or the Innovation and Networks Executive Agency.
- 1.4 The Supplier undertakes to apply a clause in its contacts to be signed to perform this Contract, that prohibits to file any civil claim in connection with the Danube InGrid Project against the European Commission and the Agency for its subcontractors ("**Subcontractors**"). The Supplier further undertakes that if the Subcontractor files a civil claim against the European Commission or the Agency, the Supplier shall fully discharge the civil liability of the European Commission and the Agency.

## II. CONFLICT OF INTERESTS

- 2.1 The Supplier is obliged to observe the rules concerning the conflict of interest stated in the Codes of Conduct of the Customer, which are published on the following websites  
<https://www.zsdis.sk/Uvod/Spolocnost/Dokumenty>  
[https://www.sepsas.sk/Eticky\\_kodex.asp?kod=610](https://www.sepsas.sk/Eticky_kodex.asp?kod=610)  
<https://www.eon.hu/content/dam/eon/eon-hungary/documents/lablec/Beszallitok/beszallitoi-magatartasi-kodex.pdf>
- 2.2 The Supplier will report to Customer every situation which represents the conflict of interests or could lead to such conflict during the term of the Contract, and he will adopt all measures necessary to rectify or remove such condition. The Supplier will allow audit of his adopted measures and will adopt additional measures if necessary.

## III. CONFIDENTIALITY

- 3.1 Regardless of rights and obligations of the Parties concerning confidentiality agreed in the Contract, the obligation to keep confidentiality of information set by the respective provisions of the Contract is binding during the term of the Contract, as well as after the termination of the Contract for unlimited time, except for cases when:
- a) the affected Party agrees to release the other Party from the obligation to keep confidentiality sooner;
  - b) confidential information becomes published in another way—not as a breach of the obligation to keep confidentiality—by the Party who is obliged to do so;
  - c) disclosure of confidential information is required by applicable laws.
- 3.2 By signing this Agreement, the Supplier expressly agrees that the confidentiality obligation hereof does not extend to the following cases; the Customer is entitled to report to the Authorities of the European Union on the fulfilment of the obligations hereof, and the Customer and the Authorities of the European Union shall have the right to prepare a report on the fulfilment of these obligations as well as other promotional materials.

3.3 The Supplier shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Grant Agreement – thus the implementation hereof – and which are explicitly indicated in writing as confidential by the Agency. It does not include information that is publicly available.

#### **IV. VISIBILITY OF FINANCING FROM THE EU FUNDS**

4.1 The Supplier is obliged to ensure—based on Customer’s instruction and in a manner determined by the Customer—that the performances provided by the Supplier related to the Subproject or implemented within the Subproject contain information and/or are labelled with information on co-financing of the Subproject implementation from the EU funds. Customer may provide the Supplier with appropriate means, documents and/or guidelines for purposes of fulfilling the Supplier’s obligation under the previous sentence. The Supplier’s performances determined by the Customer must contain information and/or must be labelled with information that they are exclusively the Supplier’s performances and the Agency is not liable for their content.

4.2 If the Supplier must use the symbol (logo) of the European Union as part of fulfilling his obligations under the Contract or Clause 4.1 of this Article for purposes of making the co-financing of the Subproject within the PCI from the EU funds visible, the Supplier acknowledges that:

- a) he does not have the exclusive right to use the symbol (logo) of the European Union,
- b) he is not entitled to appropriate the symbol (logo) of the European Union,
- c) he is not entitled to appropriate any other symbol (logo) or brand similar to the symbol (logo) of the European Union, not even through registering a trademark or in any other way.

4.3 When displayed in association with another logo, the European Union emblem must have appropriate prominence

4.4 Any communication or publication related to the Danube InGrid Project, made by the Supplier in any form and using any means, shall indicate that it reflects only the author's view and that the Agency is not responsible for any use that may be made of the information it contains.

#### **V. INTELLECTUAL PROPERTY RIGHTS**

5.1 The Supplier agrees to ensure for the Customer any right to trademarks, patents, utility models, designs, logos, designations of origin or other protected designations, inventions, domain names, topography of semi-conductor products, copyrights, rights to a database or any other rights (including know-how rights) regardless of whether these rights are registered or not, including rights relating to the registration of or application for such rights (hereinafter as “**Intellectual property rights**”) necessary for the Subproject. The price under the Contract includes the remuneration for the transfer of Intellectual property rights. The Supplier confirms and guarantees that the performances under the Contract do not violate third-party Intellectual property rights. The Supplier is liable for violations of third-party Intellectual property rights caused by his performances under the Contract. The Supplier agrees to indemnify and compensate any related costs of the Customer resulting from possible third-party claims and from the violation of Intellectual property rights.



5.2 To avoid any doubts, if there are any Intellectual property rights connected with some performances under the Contract, the Supplier agrees that the Agency may use such performances as follows:

- a) use for own purposes, especially to make them available to persons working for the Agency, EU institutions, other agencies and bodies of the European Union and member state institutions, as well as to copy, reproduce the whole or part thereof with unlimited number of copies;
- b) creation of a duplicate: right to allow direct or indirect, permanent or temporary creation of a duplicate recorded by various means (mechanically, digitally or otherwise), in various forms and scopes;
- c) availability to the public: right to allow any depiction or availability to the public via cable or wireless means, including making it available to the public from the place and at the time individually determined by it; this right includes cable or satellite communication and broadcasting;
- d) distribution: right to allow public distribution of the original performance or its copies;
- e) processing: right to amend the performance;
- f) translation;
- g) archiving in line with regulations on the processing of Agency-related documents; including digitization or format conversion for retaining or a new manner of use;
- h) if the performance under the Contract are documents, right to allow the reuse of documents in line with the Commission Decision No. 2011/833/EU of 12 December 2011 on the reuse of Commission documents.

The Supplier agrees that if necessary and/or upon request by ZSD he will at any time in the future grant consent and licence to use the Supplier's performances in the scope and manners under this Article.

5.3 Conditions stated in Clauses 5.1 and 5.2 also apply to performances under the Contract with related Intellectual property rights, which were provided or implemented prior to the Subproject implementation and will be used during the Subproject implementation.

5.4 Unless stipulated otherwise in the Grant Agreement, the ownership of the results of the Danube InGrid Project, thus the work hereunder including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the Customer.

5.5 If the Agency sends the Supplier a written request specifying which of the results of the Danube InGrid Project – thus including the work hereunder – it intends to use, the Supplier must:

- (a) establish a list specifying all pre-existing rights included in those results; and
- (b) provide this list to the Agency at the latest when the Customer sends its request for payment of the balance to the Agency.

The Supplier shall ensure that it or its affiliated entity have all the rights to use any pre-existing rights during the implementation hereof.

5.6 The Supplier shall warrant that the Agency has the right to use any pre-existing rights, which have been included in the work. Unless specified otherwise in the Special Conditions of the Grant Agreement, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the work.

## VI. INSPECTIONS AND AUDIT

- 6.1 The Supplier acknowledges that with regard to the performance provided by him under the Contract which will be used or otherwise utilised in the Subproject implementation
- a) Agency,
  - b) European Commission,
  - c) European Anti-Fraud Office (OLAF) and
  - d) European Court of Auditors
- competent bodies of the European Union (collectively "**Authorities of the European Union**") of are entitled to carry out technical and financial inspections and/or audit (collectively "**Investigations**") of the Supplier, even though other external body authorised to act on their behalf.
- 6.2 The Supplier will allow technical and financial inspections and/or audit by an institution indicated in Clause 6.1 and will provide all necessary and required cooperation to the institution carrying out the technical and financial inspection and/or audit; he will especially provide the required information and allow access to his premises, even after the Contract termination. The Supplier will provide cooperation in the scope and for purposes under the previous sentence also to the Customer.
- 6.3 The Supplier will keep all originals of documents, especially accounting and tax records on a suitable carrier, including digitized originals, during the term of the Contract and five (5) years after the Contract termination. This period shall be longer if there are on-going Investigations, appeals, litigation or pursuit of claims concerning the grant including Investigations concerning systemic or recurrent errors, irregularities, fraud or breach of obligations. In such cases, the Supplier shall keep the documents until such Investigations, appeals, litigation or pursuit of claims are closed.
- 6.4 The Supplier acknowledges that the breach of his obligations during the inspection and/or audit under the provisions of this Article may cause damage to the Customer. The Supplier agrees to compensate any and all damage incurred to the Customer due to the breach of the Supplier's obligations during the inspection and/or audit under the provisions of this Article.
- 6.5 Investigations may be initiated during the performance of the Grant Agreement by the Customer and for a period of five years starting from the date of the payment of the balance to the Customer. This period shall be longer if there are on-going Investigations, appeals, litigation or pursuit of claims concerning the grant including Investigations concerning systemic or recurrent errors, irregularities, fraud or breach of obligations. In such cases, the Supplier shall keep the documents until such Investigations, appeals, litigation or pursuit of claims are closed.
- 6.6 The Supplier accepts that the Investigations shall be conducted not only by the Authorities of European Union but also by the any other outside body they commission.
- 6.7 During an on-the-spot visit, the Supplier shall allow the Authorities of the European Union staff and outside personnel authorised by the European Commission or the Agency to have access to the sites and premises where the performance of the Contract is or was carried out, and to all the necessary information, including information in electronic format.

- 6.8 The Supplier shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.
- 6.9 On the basis of the final audit findings, the European Commission or the Agency may take the measures which it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it.
- 6.10 Systemic or recurrent errors, irregularities, fraud or breach of obligations may lead to:
- (a) the rejection of costs as ineligible;
  - (b) reduction of the grant;
  - (c) recovery of undue grant amounts;
  - (d) suspension of payments of the union grant;
  - (e) suspension of the implementation of the Danube InGrid Project;
  - (f) termination of the Grant Agreement
- 6.11 The Information, whether it is written or oral, communicated to the Supplier by the Authorities of the European Union in connection with Investigations and marked as confidential by the Authorities of the European Union shall be treated as confidential information to which the Supplier is bound by confidentiality. The Supplier obligation of confidentiality vis-à-vis the Authorities of the European Union shall start from the date of signature hereof and shall last for five years starting from the payment of the balance to the Customer. The obligation of confidentiality may be waived by the written consent of the Authorities of the European Union or by legally binding provisions that bound the Supplier. Information available to the public shall not be considered confidential information and shall not be subject to the obligation of confidentiality provided that such confidential information is made available to the public without breaching the obligation of confidentiality

## **VII. FORCE MAJEURE**

- 7.1 **Force majeure**" shall mean any unforeseeable, exceptional situation or event beyond the Parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part or on the part of their subcontractors, affiliated entities, and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, as well as labour disputes, strikes or financial difficulties cannot be invoked as Force majeure, unless they stem directly from a relevant case of Force majeure.
- 7.2 A Party faced with Force majeure shall formally notify the other Party without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.
- 7.3 The Parties shall take the necessary measures to limit any damage due to Force majeure. They shall do their best to resume the performance of the Contract as soon as possible.
- 7.4 The Party faced with Force majeure shall not be held to be in breach of its obligations hereunder if it has been prevented from fulfilling them by Force majeure

## **VIII. FURTHER ARRANGEMENTS**

- 8.1 The Supplier acknowledges that he has no authority towards the Agency under the Agreement and declares that he will not exercise any rights against the Agency and/or the European Commission.
- 8.2 The Supplier is obliged to contractually ensure that his obligations under this Annex to the Contract will apply also to his contractors and possibly subcontractors.

**IX. FINAL PROVISIONS**

- 8.1 To avoid any doubts, in case of conflict between the provisions of the Contract and the provisions of this Annex, provisions of this Annex take precedence over the Contract provisions.
- 8.2 Terms, definitions and abbreviations used in this Annex to the Contract will only be used for purposes of this Annex.