

Contract for Advisory 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 ("**Contract**")
by and between:

Client: 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. Peter Dovhun, Chairman of the Board of Directors
Ing. Jaroslav Vach, MBA, Member of the Board of Directors

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

("Client")

and

Advisor: Grant Thornton Advisory s.r.o.
Registered office: Půjmanové 1753/10a
140 00 Praha
Czech Republic
Company Reg. No. 08358991
VAT No.: CZ08358991

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

Represented by: Ing. Zbyněk Bolcek, Authorized representative

("Advisor")

Bank: Česká spořitelna, a.s.
IBAN bank account no.: CZ80 0800 0000 0000 0642 1252
SWIFT: GIBACZPX

("Advisor's bank account")

For the purposes of this Contract, the Client and the Advisor shall also be jointly called "**Parties**" and each individually "**Party**".

Recitals

- a) Elmü Hálózati Kft., Émász Hálózati Kft., Slovenská elektrizačná prenosová sústava, a.s. and Východoslovenská distribučná, a.s. ("Implementers") want to implement the cross-border Smart Grid project titled Danube InGrid 2nd wave ("**Project**"), a candidate project to be listed on the fifth 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 Implementers intends to submit 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. Grants can be provided to the Implementers under a Grant Agreement concluded between the Implementers as recipients and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ("**Grant Agreement**").
- c) By way of the contract notice (call for tenders) put out on 28. July 2021 the Client launched and conducted a procurement procedure on the subject of "Provision of EU Grant Application for Danube InGrid 2nd wave" which was won by the Advisor under this Contract. The Client hereby orders from the Advisor the performance of the tasks specified further in this Contract.

1. Subject of the Contract

- 1.1. Subject of this Contract is the obligation of the Advisor to provide the Client, under conditions stipulated in this Contract, with advisory services, conduct actions and hand over results as specified in Annex 2 of this Contract ("**Services**").
- 1.2. Subject of this Contract shall also be the obligation of the Client to pay the Advisor a remuneration for activities provided under this Contract in an amount, manner and under conditions further specified in Clause 3 of this Contract and provide the Advisor with all cooperation required for the provision of advisory services to the extent specified in Annex 2 of this Contract.
- 1.3. The place of provision of the service shall be the premises of the Advisor at: Parkview Building, Pujmanové 1753/10a, CZ14000 Praha 4, Czech Republic, or any other place specified and/or approved by the Client.
- 1.4. Within the provision of the performance under this Contract, the Advisor shall participate in negotiations (including videoconferences) with the Client, their employees and any other appointed persons and other Implementers on dates and at places specified by the Client. The Advisor shall also be obliged to send the Client the agenda and documents required for the negotiations in advance, anyhow not later than 48 hours before the planned meeting (videoconference) takes place. The Advisor shall also be obliged to draft minutes from each meeting (videoconference) save for cases when the Parties agree differently in the specific case.
- 1.5. The Parties have agreed that any extension of the scope of services provided by the Advisor under this Contract beyond the scope set forth in Annex 2 shall be agreed by means of a written amendment to this Contract, which shall specify the scope of the further advisory services and the Remuneration the Client shall be obliged to pay to the Advisor for such agreed additional advisory services.

2. Rights and obligations of the Parties

- 2.1 The Advisor undertakes to conduct advisory services under this Contract with due professional care, protect interests of the Client known to them and inform the Client continuously and regularly on the performance of the subject of this Contract. The Advisor shall be obliged to notify the Client without undue delay if their instructions are improper, if the Client fails to provide the Advisor with required instructions and their provision is required for the activities of the Advisor, or if circumstances change, which would result in the instructions initially provided by the Client to be inappropriate, the Advisor shall be obliged to ask the Client to provide the required instructions. If despite a prior call of the Advisor, the Client fails to provide such instructions, the Advisor shall be obliged to provide the services in a manner that best complies with the interests of the Client known to him.
- 2.2 The Client shall be obliged to provide the Advisor with all required cooperation, information and documents required for the provision of advisory services under this Contract.
- 2.3 The Parties have agreed that they shall cooperate and actively approach individual areas of advisory services provided under this Contract.
- 2.4 The Advisor shall be obliged to provide advisory services until the date of signing of the Grant Agreement, however, activities related to Milestone No. 2 will be performed after Client will receive the notification from CINEA about grant allocation and upon request of the Client.
- 2.5 The Client shall be obliged to pay the Advisor the Remuneration in the agreed amount and deadlines pursuant to the provisions of Clause 3 of this Contract.
- 2.6 The Advisor shall hand over the results of their activity in the form of Client requirements, the handover of the results shall be confirmed by the Parties in writing in a handover protocol in compliance with Annex 4 of this Contract. The handover protocol will serve the Parties as proof of the fulfilment of each task specified in Annex 2 of this Contract and will form annex of the relevant tax document (invoice). The Client shall be entitled to refuse the handover of result of the activities of the Advisor if these fail to comply with the quality requirements required by the Client.
- 2.8 Each Party shall specify their contact person/s, who shall be responsible for the mutual communication in all contractual issues, handover and sharing of information, as well as cooperation, handover and takeover of required documents, information and results of activities under this Contract.

The contact person on behalf of the Advisor shall be:

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

The contact person on behalf of the Client shall be:

Name and Surname: Monika Božíková
Phone: +421 907 762 718
Email: monika.bozikova@sepsas.sk

- 2.9 The Advisor shall be obliged to provide a team consisting from sufficient number of experts submitted within its tender and with the qualification required in the tender over the entire term of this Contract. The CV of each member of the Advisor's team and the organizational chart with number and titles of team members and written description of the organization, defining lines of responsibility assigned for the Project shall form Annex 3 to this Contract. Any changes in the members of the Advisor's team shall be subject to prior written mutual consent of the Implementers. The Implementers shall be entitled to refuse the change in the member of the Advisor's team if the proposed person does not have at least the same education and work experience as the original member, or if there are justified doubts about their capabilities to perform tasks defined under this Contract.
- 2.10 The Parties have agreed that any changes to persons specified in Annex 3 of this Contract shall not be deemed amendments to this Contract and thus shall not require addenda to this Contract. Changes to information specified in Clause 2.8 shall enter into force as to the day the written mutual consent of the Implementers is given.
- 2.11 After the termination of this Contract, or upon request of the Client, the Advisor shall return the Client all documents and other materials provided to them by the Client for the purposes of performing the subject of this Contract, or which they acquired in connection with the performance of obligations under this Contract.
- 2.12 If (i) The Advisor is in default with the performance of obligations under this Contract, due to which there is a default in the obligation towards CINEA, or (ii) if the Advisor fails to provide the Client with advisory services to the extent and/or quality allowing a due performance of obligations of the Client towards CINEA, the Client shall be entitled to ask the Advisor to pay a contractual fine amounting EUR 5,000 (in words: five thousand Euro) for each violation of an obligation by the Advisor.
- 2.13 If the Client does not provide the Advisor with all the documents required by the Advisor for the preparation of the grant application no later than one (1) week before the deadline for submission of grant application in the announced „Call“ by CINEA on the website <https://ec.europa.eu/inea/en/connecting-europe-facility/cef-energy/calls> for year 2021, or if the Client decides not to submit the grant application within 30 days before the end of receiving grant applications on the website above, the Advisor is not responsible for the failure of the grant application. Unless the Implementers agree otherwise, in both of these cases the Advisor is entitled to remuneration for activities specified in Annex 2 of this Contract as if the grant application had been duly and timely submitted.
- 2.14 If the Client provides the Advisor with all documents, he shall provide the input information and cooperation necessary for the preparation of the grant application no later than 30 days before the grant application submission deadline and the Advisor will nevertheless fails to fulfil its obligations and does not submit the final version of grant application at least 5 days before the deadline of grant application submission, the Client is entitled to demand from the Advisor the payment of a contractual fines in the amount of 50% of the remuneration for milestone no. 1 specified in Annex 1 (excluding value added tax) that should be paid to Advisor in terms of this Contract.
- 2.15 By applying the titles for the payment of contractual fines under Clauses 2.12 and 2.14 and by paying the applied contractual fines, the right of the Client for damage compensation shall in no manner be limited.

3. Remuneration and settlement of costs

- 3.1 The Client undertakes to pay the Advisor a remuneration for the performance of the provision of services under Clause 1 of this Contract the amount specified in Annex 1. The remuneration shall cover all of the Advisor's costs related to the performance of the services and tasks, therefore the Advisor shall claim no cost reimbursement or any other payment in addition to the remuneration specified.
- 3.2 The payment of the remuneration shall be divided into payment milestones as follows:

Milestone	Description	Price (EUR)
Milestone no. 1	Grant application submission to CINEA (e-mail notification of TEN-TEC system)	1 800
Milestone no. 2	Grant Agreement signature by all parties of the Grant Agreement	2 300

Milestone No. 1 – the invoice shall be issued by the Advisor after the fulfillment of the following tasks: No. 1 “CEF Grant Application”, No. 2 “Organization of workshops for Client and application writers” and No. 3 “Communication, communication materials, ad-hoc participation.

Milestone No. 2 including task No. 4 “Provision of support to the Grant agreement to be concluded with EU, project management”.

Milestone No. 2 shall be applicable only when the grant application will be successful (minimum of 30% CEF co-financing granted). The Advisor shall be entitled to the payment for the Milestone no. 2 only if the task No. 4 was requested in written notice by all Implementers and after the fulfilment of all obligations of the Advisor set up in the task No. 4 upon the satisfaction of the Client. Entitlement to remuneration for milestone No. 2 arises to the Advisor by the delivery of the CINEA's decision on the provision of a grant for the implementation of the Project to the Client.

- 3.3 The Remuneration shall be paid based on respective tax documents (invoices) issued as to the 15th day of the calendar month following the month in which the services were provided by the Advisor to the Client. Such tax documents shall be issued based on handover protocols, which have to be approved by the Client and which shall be Annex to the respective tax document.
- 3.4 Tax documents (invoices) shall be due within 60 days from the delivery of the respective tax document (invoice) to the Client. The Advisor shall be obliged to send issued tax documents (invoices) without undue delay following their issue to the Client. 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. An electronic invoice delivered to other e-mail address is not considered as a delivered to the Client in accordance with this Contract. The electronic invoice must be signed with a guaranteed electronic signature. An electronic invoice without guaranteed electronic signature is not acceptable by the Client and will be returned. The Advisor is obliged to submit the original certificate of tax domicile with the first invoice. The Client (in this case SEPS) gives concession to

the Advisor for issuing and processing of the electronic invoices, in condition of antecedent notice of the Client on using the electronic invoicing. Within 10 days after the Contract becomes effective, to Advisor is obliged to provide a written notice to the Client, whether he will issue electronic invoices or paper (printed) invoices by the invoicing to the Contract. Such written notice on invoicing modus is considered as binding on the day of its delivery to the Client. In case of electronic invoicing such notice shall contain the e-mail address from which the invoices will be submitted. If the Advisor does not provide a written notice to the Client, whether he will issue electronic invoices or paper (printed) invoices as stipulated in the former paragraph, then the invoicing modus of issuing paper (printed) invoices is considered as binding.

The Advisor is entitled to request the Client in written for an alteration of the invoicing modus during the term of the Contract. The invoicing modus is considered as altered from the day of the written confirmation of such alteration by the Client to the Advisor.”

- 3.5 The Parties have agreed that the Client shall pay the Advisor the Remuneration by means of crediting funds amounting to the Remuneration in the respective amount to the bank account of the Advisor. The Remuneration shall be deemed paid as to the day the respective amount is debited from the bank account of the Client.
- 3.6 The Remuneration shall include travel expenses, as well as accommodation expenses of the Advisor required and duly spent during the provision of advisory services under this Contract.
- 3.7 The Remuneration shall also include any, and all costs of the Advisor spent in connection with the performance of the Subject of this Contract, 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.
- 3.8 Tax documents (invoices) issued by the Advisor 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 Client shall be entitled to return the tax document within its maturity to the Advisor with notification on missing and/or incorrect information. In such case, the

maturity of the invoice shall commence to the Client again from the delivery of the tax document (invoice) with all the requirements and/or correct data to the Client.

- 3.9 If the Advisor does not receive payment in accordance with the Sub-clause 3.4, the Advisor shall be entitled to claim a delay interest, from the due unpaid amount for each day of delay pro rata, in the amount of 1M EURIBOR +2% p.a., which is valid on the first day of delay.

4. Protected information and personal data protection

- 4.1 All information provided by either Party during the fulfilment of obligation under this Contract 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 Contract 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 Contract 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 Contract.

- 4.2 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 Contract,
- 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 Contract.

- 4.3 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 4.2(a) to (d) of this Contract, 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.

- 4.4 If the Advisor breaches the Confidentiality obligation under Clause 4.1 of this Contract, the Client may charge the Advisor 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 Client's right to compensation for damage.

- 4.5 When offering advisory services, the Advisor may provide the following types of data to third parties as references:

- a) Project name;
- b) Client name;
- c) Short description of the work performed and contributions made as part of the provided advisory service. Unless the Parties agree otherwise, the Advisor must submit the description under this Sub-clause c) to the Client for prior approval.

- 4.6 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 persons or entities indicated in this Contract or participating in the performance of the Contract. Personal data are processed during the time when these persons or entities fulfil the roles and tasks related to this Contract, 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.
- 4.7 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 the following website:
- a) Client: <https://www.sepsas.sk/OchranaOsobUdajov.asp?kod=577> and the Client's intranet
 - b) Advisor: <https://www.grantthornton.cz/en/privacy-statement>
- 4.8 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 Client or the Advisor as the administrator will be obliged to pay as the result of the breach of his obligations. The Advisor or the Client 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.
- 4.9 The Advisor (as the processor) will process personal data which the Client (as the controller) may hand over to him in relation with the Contract performance (see Clause 1 and 2 of the Contract). To avoid any doubts, these are not personal data indicated in Sub-clause 4.6 of the Contract. In this case the Parties will conclude a separate Contract on personal data processing which will govern the terms and conditions of processing in line with applicable laws.

5. Term of Contract

- 5.1 The Parties have agreed that this Contract is concluded for a definite period, i.e. from the date of signature of this Contract by Parties until the signature of the Grant Agreement between the CINEA and the Client. If the grant will not be provided to the Client on the basis of the grant application, this Contract shall terminate when the Client receives CINEA's notice that no grant will be provided for the implementation of the project. The obligation to Confidential information under clause 4 remains valid even after the expiry of this Contract.
- 5.2 The Parties have agreed that apart from the expiry of the term of this Contract under Sub-clause 5.1 of the Contract, the Contract terminates by:
- a) Mutual agreement of Parties or
 - b) withdrawal from the Contract for reasons stated in applicable laws, in particular the Commercial Code.
 - c) Not signing and no validation of the Grant Agreement between the Client and CINEA until 31.03.2023
- 5.3 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.

5.4 Contract termination is effective on the day of delivery of the written notice of the Contract termination to the other Contracting Party. By withdrawal is the Contract terminated ex nunc and the Advisor is obliged to terminate the advisory activities without undue delay. The advisor is entitled to invoice the costs incurred on the basis of a record of the status of advisory services (confirmed by both Parties). The Client shall reimburse the proven and recognized costs incurred by the Client within 60 days from the delivery of the invoice to the Client.

6. Final provisions

6.1 As the SEPS 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 Contract and tax documents related to the Contract 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.

6.2 The Contract becomes valid, legally binding and effective from the day of the last party has signed it.

6.3 The provisions of this Contract may be amended only by written addenda signed by both Parties, except for cases indicated in Clause 2.10 of the Contract. For purposes of amending this Contract, the written form is not email, fax or other electronic communication.

6.4 This Contract is made in (3) three counterparts, each of which shall be deemed to be an original. The Advisor shall receive (1) one counterpart and the Client (2) two counterparts.

6.5 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 Contract of the Parties is reached, applicable legal regulation shall apply.

6.7 The Parties have agreed that the Advisor may assign any receivables and/or transfer rights towards the Client arisen from this Contract or in relation herewith to a third party only with the previous written consent of the Client.

6.8 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 Contract and all rights and duties of Parties arising from this Contract—with the exception of duties related to the value-added tax—shall be governed by applicable Slovak laws.

6.9 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.

6.10 The Parties hereby agree that in case of any disputes regarding the content and performance of this Contract 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 Contract, or that cause its invalidity.

- 6.11 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 Contract, including disputes regarding its validity or existence, shall be governed by Slovak courts.
- 6.12 By signing this Contract, the Advisor confirms that he is familiar with the fact that the Client, 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/Eticky_kodex.asp?kod=610. The Advisor agrees to respect the same principles in carrying out his business activities and developing his relationships with third parties.
- 6.13 Unless otherwise stated in this Contract, the following annexes constitute an integral part of this Contract:
- Annex 1: Advisor's price calculation
 - Annex 2: Task description, Professional/Technical Specifications
 - Annex 3: Organization Chart of the Advisor's team member including CV's
 - Annex 4: Handover protocol
- 6.14 The Parties declare that they have full legal capacity, their liberty of contract is not restricted, they have made this Contract 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 Client

In Bratislava, on the date of electronical signature

ePodpis: Ing. Peter Dovahun

Ing. Peter Dovahun
Chairman of the Board of Directors

ePodpis: Ing. Jaroslav Vach MBA

Ing. Jaroslav Vach, MBA
Member of the Board of Directors

On behalf of the Advisor

In Prague on the date of electronical signature

Zbyněk
Bolcek

Ing. Zbyněk Bolcek
Authorized representative

Annex 1: Advisor's price quotation

Task		Expected Duration	Price quotation in EUR*	Individual contract price in EUR SEPS**	Individual contract price in EUR VSD**	Individual contract price in EUR Elmű Hálózati**	Individual contract price in EUR Émász Hálózati**
1) CEF grant application	Drafting, writing and submission of CEF grant application in compliance with the CEF-E programme requirements with all its requested annexes in English language	9 months*** plus 6-month availability	Price Quotation for Milestone No. 1 (Task 1+2+3) 90 000 EUR	2% 1 800 EUR	57% 51 300 EUR	22% 19 800 EUR	19% 17 100 EUR
	Performance of cost-benefit analysis						
	Summing up the end results						
	Summary of grant application material in English languages						
	Completion and/or correction as necessary to fulfil all requirements in order to submit successful application						
Submission of the application in the TENtec system by the Advisor on behalf of the Project Promoters the application shall be submitted in line with the requirements of the Client and within the deadline stated in the relevant EU call and based on the agreement with the Client, not later than 1 hour prior the close of the relevant EU call. Availability for 6 months until the signature of the Grant Agreement thereafter for answering questions regarding the application material							

	<p>Providing support to the Client while developing all parts of the Grant Application and in preparation all necessary supporting documents (attachments) for Grant Application until the announcement of the results of the applications evaluation. The maturity of the project shall be described in the application in a precised detail for status per activity and with information on the results of the preparatory steps. The extent of positive externalities and the concept of solidarity shall be adequately addressed in order to submit a successful application. In the application, an importance shall be addressed to detailed explanation of the possibility of attracting financing for the project.</p>						
<p>2) Organisation of workshops and Steering Committee meetings for the Client</p>	<p>Organisation, management, and administration in weekly video conferences. Advisor shall be obliged to send the Client the agenda and documents required for the negotiations in advance, not later than 48 hours before the planned videoconference takes place. The Advisor shall be obliged to draft minutes from each videoconference.</p>						
	<p>Organisation, management, administration, and participation in face-to-face meetings once every 3-4 weeks upon request in Budapest, Győr, Miskolc, Kosice or Bratislava, or any other suitable location (as required by the Client). Advisor shall be obliged to send the Client the agenda and documents required for the negotiations in advance, not later than 48 hours before the planned meeting (videoconference) takes place. The Advisor shall be obliged to draft minutes from each meeting (videoconference).</p>						
	<p>Organisation, management, and administration of Steering Committee meetings on quarterly basis. Advisor shall be obliged to send the Client the agenda and documents required for the negotiations in advance, not later than 48 hours before the planned meeting (videoconference) takes place. The Advisor shall be obliged to draft minutes from each meeting (videoconference).</p>						

3) Communication, communication materials, ad-hoc participation	Drafting communication materials, negotiation with regulator and ministry upon the Client's request – about 5-10 times (approx. 3-10 pages) – translation of the same into English/Slovak/Hungarian as required						
	EU institutions, ACER, CINEA – preparation of communication materials, about 5-10 times (approx. 3-10 pages), participation in negotiations at request						
	Archiving the documentation which the Advisor will obtain from the Client or other entities during the implementation of the advisory services in accordance with this Contract during the duration of this Contract						
	Development of time schedule and budget of the project Danube InGrid 2nd wave in such way that will fulfil the conditions and standards of the CEF- E programme including identification of separate project stage and milestones						
	Preparation of documents for communication with the relevant authorities on the national level (national regulator, ministries)						
4) In the case of successful grant application***; provision of support to the contract to be concluded with the EU (Grant Agreement), project management	In the case of successful grant application***; participation in the negotiation and conclusion of the Grant Agreement, preparation of the required materials, documents, calculations. Only upon clients' requests	12 months	Price Quotation for Milestone No. 2 (4) 115 000 EUR	2% 2 300 EUR	57% 65 550 EUR	22% 25 300 EUR	19% 21 850 EUR
Total costs			205 000 EUR				

Subtraction of default penalty	If the CEF grant application is rejected for any reason attributable to the Application Writer (Advisor) (materials not submitted properly, submission of incomplete materials or materials containing errors)	50% of the lump sum costs payable for tasks 1-3, i.e. 48 000 EUR in total	2% 960 EUR	57% 27 360 EUR	22% 10 560 EUR	19% 9 120 EUR
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*Price quotation represents the overall costs of the assigned tasks of all implementers. V

** The overall costs of the assigned tasks shall be divided for each implementer based on the percentage as follows SEPS 2%, VSD 57%, Elmű 22%, Émász 19%

***Successful grant application means that the project will be recommended for co-funding from CEF at least in the volume of 30% from the overall project value.

Tenderer's signature

Annex 2: Task description, Professional/Technical Specifications

A) Fixed tasks of the Advisor

1.) CEF grant application
Drafting, writing and submission of CEF grant application in compliance with the CEF-E programme requirements with all its requested annexes in English language
Performance of cost-benefit analysis
Summing up the end results
Summary of grant application material in English
Completion and/or correction as necessary to fulfil all requirements in order to submit successful application
Submission of the application in the TENtec system by the Advisor on behalf of the Project Promoters the application shall be submitted in line with the requirements of the Client and within the deadline stated in the relevant EU call and based on the agreement with the Client, not later than 3 hours prior the close of the relevant EU call. Availability for 6 months for answering questions regarding the application material
Providing support to the Client while developing all parts of the Grant Application and in preparation all necessary supporting documents (attachments) for Grant Application until the announcement of the result of the application evaluation. The maturity of the project shall be described in the application in a precised detail for status per activity and with information on the results of the preparatory steps. The extent of positive externalities and the concept of solidarity shall be adequately addressed in order to submit a successful application. In the Application, an importance shall be addressed to detailed explanation of the possibility of attracting financing for the project.
2.) Organisation of workshops and Steering Committee meetings for the Client
Organisation, management and administration in weekly video conferences
Organisation, management, administration and participation in face to face meetings once every 3-4 weeks upon request in Budapest, Győr, Miskolc, Kosice or Bratislava, or any other suitable location (as required by the Client). Advisor shall be obliged to send the Client the agenda and documents required for the negotiations in advance, not later than 48 hours before the planned meeting (videoconference) takes place. The Advisor shall be obliged to draft minutes from each meeting (videoconference).
Organisation, management and administration of Steering Committee meetings on quarterly basis. Advisor shall be obliged to send the Client the agenda and documents required for the negotiations in advance, not later than 48 hours before the planned meeting (videoconference) takes place. The Advisor shall be obliged to draft minutes from each meeting (videoconference).
3.) Communication, communication materials, ad-hoc participation
Drafting communication materials, negotiation with regulator and ministry upon the Client's request – about 5-10 times (approx. 3-10 pages) – submission of the documents and materials into English/Slovak/Hungarian as required

EU institutions, ACER, CINEA – preparation of communication materials, about 5-10 times (approx. 3-10 pages), participation in negotiations at request
Archiving the documentation which the Advisor will obtain from the Client or other entities during the implementation of the advisory services in accordance with this Contract during the duration of this Contract
Development of time schedule and budget of the project Danube InGrid 2 nd wave in such way that will fulfil the conditions and standards of the CEF-E programme including identification of separate project stage and milestones
Preparation of documents for communication with the relevant authorities on the national level (national regulator, ministries)
B) Task performed by the Advisor only upon request of the Client
4.) In the case of successful grant application*; provision of support to the contract to be concluded with the EU (Grant Agreement), project management
In the case of successful grant application; participation in working out and drafting the Grant Agreement to be concluded with CINEA (European Commission), participation in the necessary negotiations, preparation of the required materials, documents, calculations

*Successful grant application means that the project will be recommended for co-funding from CEF at least in the volume of 30% from the overall project value.

Annex 3: Organization Chart of the Advisor's team member

Project team organisational chart



Annex 4: Handover protocol

Handover Protocol	
Client:	
Headquater:	
Tax number:	
Entitled to signed on behalf of Client:	
Advisor:	
Headquater:	
Tax number:	
Represented by:	
Task performed:	
Date of performance:	
Contract price for payment (Milestone Nr. :	
<p>The Advisor has performed the service ordered by the Client in impeccable quality by deadline. The Advisor is entitled to submit the invoice according to the contract.</p>	
Contract Nr.:	
Name of the Project:	
Date:	
	On behalf of Client (Relevant Department)
<p>The invoice connecting to this proof of performance should contain the followings too: type of procurement contract, short description of the cost, number of contract or order the invoice is based on, and the followings: Danube InGrid project.....</p>	