

SUBCONTRACT FOR SERVICES

This SUBCONTRACT for SERVICES and its annexes is made in **February 2023**.

BETWEEN:

Energy Cities, 2 Chemin de Palente / F-25000 BESANCON / FRANCE represented by Claire Roumet the Executive Director, on the one hand, here mentioned as Client,

VAT number: FR 55379716764,

Bank Crédit Mutuel / 154 rue de Belfort - F - 25000 Besançon

Titular Energy Cities

IBAN FR76 1027 8080 0000 0468 3714 506

BIC/SWIFT CMCIFR2A

AND:

Agency for the Support of Regional Development Kosice, Strojarenska 3, 040 01 Košice , Slovakia represented by the director Jaroslav Tesliar, on the other hand, here mentioned as Subcontractor.

ARR agrees to co-operate with Energy Cities, one of the consortium partners running the [CONTRACT], with respect to the implementation of the Service Contract: [ENER/B3/2019/473-506] with respect to the implementation of the Covenant of Mayors Office, funded by the European Commission. Annexes to this Subcontract include further information on the deliverables to be submitted by ARR with corresponding timeframe (Annex 1) and related budget (Annex 2).

1. Project objectives:

In the context of the European Covenant of Mayors for Climate and Energy initiative, under the Policy Support Facility, the objective of this project is to build capacity on climate adaptation to local authorities on a national scale.

2. Activities to be carried out:

The activity to be carried out in force of this contract is the organization and the implementation of a workshop on climate adaptation for local authorities on a national scale.

3. Overall estimated budget

The Annexes of the contract provide an overview of the tasks expected within the contract. The maximum amount for the contract that can be invoiced throughout the contract period is 8410€, this invoiced amount by ARR will be paid based on carried out activities. In case the invoices are foreseen to exceed the agreed total estimate, ARR must inform Energy Cities in advance of execution.

4. Starting and ending dates for implementation of the activities:

The activities will be carried out between March 1, 2023 and May 31, 2023.

5. Obligations of the subcontractor:

5.1 The Subcontractor shall perform the work as specified in the annex 1 Tasks and Deliverables to this Subcontract and in accordance with this Subcontract.

The Subcontractor shall cooperate with the Client in order to ensure the efficient implementation of the assigned tasks.

The tasks allocated to the Subcontractor shall be deemed to be completed on the date of written approval by the Client.

[Signature]

5.2. The Subcontractor shall, in relation to the assigned tasks:

- i. Perform the assigned tasks in accordance with the description, specifications, timeframes or milestones (if any) specified in the assignment;
- ii. Use reasonable care and skill in performing the assigned tasks;
- iii. Comply with good industry practice and all applicable laws;
- iv. Promptly notify the Client of any significant information, fact, problem or delay likely to affect the performance of the assigned tasks;
- v. Obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with the assigned tasks;
- vi. The Subcontractor must not present itself as a representative of the Client nor the Covenant of Mayors office, and must inform third parties that he is not part of the staff of the Client.

5.3. The Subcontractor shall be responsible for respecting entirely the conditions set out in this Subcontract and the specific assignments regarding the performance of the Service Contract including qualifications of staff, complying with legal requirements, obtaining permits and licences.

6. Obligations of the subcontracting Party

As subcontracting authority, the Client shall perform the following:

- i. Act as designate point(s) of contact for the Subcontractor;
- ii. Supply to the Subcontractor all information and assistance necessary to enable them to perform the assigned tasks and services;
- iii. Ensure that the Subcontractor is informed in advance of all relevant changes in the EU Service Contract with the European Commission (including any subsequent variations to the scope of work and/or contractual provisions) that are relevant for the performance of the specific assignments.

7. Financials:

7.1. The budget will be defined for each specific assignment in man days, following a fixed daily-rate.

7.2. Any direct costs (e.g. catering, venue rental), travel and/or accommodation costs that might be necessary in order to perform the assigned tasks and services is accounted for within the indicated sum of the subcontract.

7.3. Invoices shall be issued upon completion of each of the assigned tasks and services or associated subtasks thereof, if any. A task or service, and any associated subtasks thereof, will be considered completed upon the Client receiving all related agreed deliverables from the Subcontractor, as specified in the annex 'Assignment of Tasks and Services' ('reporting' part) and upon written acceptance by the Client.

7.4. The Client will pay the services upon the invoices submitted, via bank transfer, within 15 calendar days after acceptance of the concerned task(s). The Subcontractor shall send a copy of the original overall invoice via email together with all relevant subcontracted invoices in the PDF version, and after approval by the Client, shall send the original overall invoice via certified post mail.

Bank transfers shall be made to the following bank account:

Account owner:	Agentúra na podporu reg. rozvoja Košice
Address:	Strojárska 3, 040 01 Košice
Bank:	Prima banka Slovensko, a.s.
Bank address:	Hodžova 11, 010 11, Žilina, Slovensko
IBAN:	SK22 5600 0000 0004 4719 2002
SWIFT / BIC code	KOMASK2X
Vat number:	2021734902

8. Regular liaison and reports:

ARR recognises that they shall perform the services and work on behalf of Energy Cities and shall comply with the CoM reporting procedures (e.g. the event report template used by all the CoM partners). CoM acknowledges the utmost importance of regular liaison with the Covenant of Mayors Office. In particular, ARR shall keep the Covenant of Mayors office well informed of the progress and the difficulties encountered through regular exchanges. These exchanges may take the form of: virtual coordination meetings (via email, phone and/or Skype).

9. Modifications:

This Subcontract or its Annexes may only be modified or amended by a modification in writing, agreed and signed by both ARR and Energy Cities.

10. Extension of task list

The framework contract will allow for annex 1 and 2 to be revised. More activities may be added due to special expertise or increased support in case CoM events or special opportunities for promotion or capacity building, will have a location or theme relevant to the contractor. In case of extensions procedures spelled out in point 8 will be followed.

11. Termination:

Either party may terminate this Subcontract upon serving a written notice to the other party at least two months prior to such termination (e.g. if the deliverables are not delivered within the agreed deadlines, in case of serious discrepancies or deviations from the present contract specifications). Energy Cities may terminate the Subcontract ipso jure and without notice in the event of the termination or interruption of the Service Contract with the European Commission, DG energy. In all cases of termination:

- ARR shall return to Energy Cities all reports and materials prepared under the Subcontract.
- ARR shall be paid on the basis of the work actually carried out, and shall not be entitled to any compensation resulting from the termination of the Subcontract.

12. Breach:

ARR shall comply with all the above mentioned provisions and agrees that Energy Cities reserves the right to withhold any payment due to ARR's non-compliance with any of the provisions or deadlines mentioned in Annex 1.

13. Confidentiality:

ARR undertakes to maintain the full and absolute secrecy of all confidential information obtained in connection with the present Subcontract, especially contact details or any other data they could report to the COM databases of information in Compliance with the GDPR, with no time limit. Energy Cities will make sure to well define which information is considered as confidential. ARR recognises that the breach of confidentiality will be regarded as a serious default and may be prosecuted under law. This confidentiality clause shall apply to all ARR's employees and third parties invited ARR. According to Art. 29.4 of Regulation 2018/1725, if Energy Cities the processor of personal data engages with another processor (subcontractor) for carrying out specific processing activities on behalf of the controller (the European Commission), the same data protection obligations as set out in the contract between the controller and the processor shall be imposed on that other processor.

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14. Intellectual property:

All the materials produced by ARR during the course of this Subcontract as listed in annex (e.g. training materials, recorded videos of the webinars, publication contributions) shall become the property of the Covenant of Mayors and clearly include references to the various sources (e.g. EU-funded projects). Unless CoM or Energy Cities has given its prior written consent, CoM cannot reproduce them for purposes other than for the implementation of the present Subcontract.

The above does not apply to ARR's existing knowledge or previously-developed materials.

15. Severability Clause

Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

16. Settlement of disputes:

Energy Cities and ARR shall take all necessary measures to settle peacefully all the issues and discrepancies that could arise in connection with the fulfilment of the present Subcontract. Any dispute arising under this Subcontract, which could not be settled directly by the parties, shall be settled by arbitration chosen by agreement between the parties.

17. Responsibilities and contact points:

The Parties shall carry out their respective responsibilities in accordance with the provisions of the Subcontract. Both ARR and Energy Cities shall determine and communicate to each other their respective focal points, having the responsibility for the Subcontract implementation on its behalf:

- Energy Cities: Claire Roumet (Executive Director), Frédéric Boyer (Project Manager)
- ARR: : Jaroslav Tešliar (Director),

ARR shall be solely and completely responsible and accountable for all services performed by its personnel.

ARR shall ensure that its personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the objectives and results of the Subcontract. ARR shall ensure that all personnel are free from any conflicts of interest relating to the Subcontract activities.

ARR shall not seek nor accept instructions regarding the activities under the present Subcontract from any Government or other authority external to Energy Cities.

For Energy Cities

For Agency for the Support of Regional Development Kosice



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