

MANDATORY CONTRACT

No 2024/SVU_MC/009

concluded pursuant to Section 724 and further Act No. 40/1964 Coll. (Civil Code) in
the current wording

between

the Mandator

Name of the organisation: Centre of Social and Psychological Sciences of the Slovak Academy of
Sciences, Institute of Social Sciences

Address: Šancová 56, 811 05 Bratislava

ID NO: 00596795

VAT: 2021299467

Statutory Representative. Mgr. Denisa Fedáková, PhD. - Director

Contact Person: Ing. Anna Kalistová, PhD.

E-mail: kalist@saske.sk

(hereinafter referred to as the "Mandator")

and

the Mandatary

Title, first name, last name: Nataliia Gavkalova

DOB: [REDACTED]

Address: [REDACTED]

Workplace: Simon Kuznets Kharkiv National University of Economics

Email: gavkalova@gmail.com

IBAN account number: [REDACTED]

Bank SWIFT code (BIC): [REDACTED]

Bank Name: [REDACTED]

Bank Address: [REDACTED]

(hereinafter referred to as the "Mandatary")

I.

Subject Matter of the Contract

1. The subject matter of this Contract is to carry out the following activities (hereinafter referred to as the "Mandate") within the framework of the project *"Cities in the Enlarged European Area: Joint Development of Capacities of Public Institutions by Slovak-Ukrainian Cross-border Cooperation and Improving Integrity in Public Affairs"* (CEEA, No. GGC01007): **Preparation of a local action plan for the city of Kharkiv in cooperation with other members of the working group.** The action plan will be send to the email address kalist@saske.sk by March 11, 2024 (format: MS Word and/or MS Excel following the structure of template sent for the preparation by the Mandator). The extent of the pages of the Action plan depends on the working group itself and the specifics of the city Kharkiv (supporting materials/studies prepared by the Mandatary will be added as an attachment of

the final Local Action Plan). The Mandator reserves the right to remarks and comments, that the Mandatary is obliged to incorporate by March, 29, 2024 (expected work in hours - 60 hours in total).

2. All activities will be carried out remotely by the Mandatary, without the Mandator designating a place to execute the Mandate.
3. The activities specified in paragraph 1 of this Article shall be carried out by the Mandatary during the specified period of time:
 - commencement: the effective date of this Contract;
 - end: March, 29, 2024.
4. The Mandatary shall not, under any circumstances, commence work prior to the effective date of the Contract.

II.

Remuneration

1. The Mandatary shall be entitled to remuneration in the amount of 1800 EUR (in words: One thousand eight hundred eur) for the execution of the Mandate.
2. The remuneration is payable within 30 days from the date of receipt of the processed order by the Mandator.
3. The remuneration shall be paid in euros, by transfer to the bank account of the Mandatary specified in the preamble of this Contract.
4. The remuneration will only be paid if the Mandatary receives the original version of the Contract signed by the Mandator.
5. No other expenses will be reimbursed.

III.

Rights and obligations of the Parties

1. The Mandatary is obliged to carry out the Mandate resulting from the Contract in accordance with its provisions.
2. The Mandatary must do so only within the deadlines set and in accordance with the highest professional standards.
3. The Mandatary is obliged to comply with the relevant laws of their home state regarding taxation and social security.
4. This Contract does not serve as a basis for an employment relationship with the Mandator.
5. In the event that the Mandatary is unable to fulfil their obligations under the Contract, the Mandatary shall immediately inform the Mandator thereof.
6. In the event of a breach of this obligation, the Mandatary shall be obliged to compensate the Mandator for the damage incurred.
7. The Mandatary shall keep records and other documents as evidence that the Contract has been duly performed.
8. The Mandator shall retain all records and documents for a period of five years from the date of payment of the remuneration.
9. The Mandator is obliged to process all personal data contained in this Contract in accordance with the legislation of the Slovak Republic.

IV. Duty of Impartiality

The Mandatary is obliged to conduct the evaluation impartially. The Mandatary is also obliged to take all necessary measures to avoid conflicts of interest.

V. Termination of the Contract

1. This Contract shall terminate:
 - a. upon execution of the Mandate referred to in Article I, paragraph 1 of this Contract
 - b. termination of the Contract by the Mandator.
 - c. for reasons of force majeure.
2. The Mandator shall be entitled to terminate the Contract if the Mandatary fails to perform their tasks or performs them inadequately or has made material errors, irregularities, committed fraud or seriously breached their obligations.
3. The Mandator shall inform the Mandatary in writing of their intention to terminate the Contract and invite the Mandatary to submit an opinion within 30 days of receipt of the notification.
4. If the Mandator does not accept the Mandatary's position, the Mandator shall confirm the termination of the Contract to the Mandatary in writing.
5. Force majeure means an event or situation which
 - a. prevents either Party from performing their obligations under the Contract;
 - b. was unforeseeable, unexpected and beyond the control of the Parties;
 - c. was not caused by the fault or negligence of the Parties;
 - d. was unavoidable despite the best efforts of the Parties.
6. Events of force majeure must be notified to the Mandator promptly and in writing.
7. Failure to fulfil contractual obligations due to force majeure cannot be considered a breach of Contract.

VII. Communication between the Parties

1. Communication between the Parties shall be in writing:
 - a. electronically: by e-mail using the e-mail addresses specified in the preamble to the Contract.
 - b. by post, using the postal addresses set out in the preamble to the Contract.
2. Each Party shall notify the other Party in writing of any change to the delivery process promptly after such change occurs.

VIII.
Final Provisions

1. This Contract and all relations arising from it shall be governed by Slovak law.
2. Any disputes arising out of this Contract shall be settled before the competent Slovak courts and according to Slovak legislation.
3. The Parties agree that the relations which are not regulated in this Contract shall be governed by the relevant provisions of Act No. 40/1964 Coll., the Civil Code, as amended.
4. This Contract is drawn up in 3 copies; 2 copies shall be given to the Mandator upon signature of this Contract and 1 copy of this Contract shall be given to the Mandatary.
5. This Contract may only be amended by written amendments, marked and signed by both Parties, which shall form an integral part of this Contract.
6. This Contract shall enter into force on the date of its signature by both Parties and shall come into force on the day following the date of its publication in the Central Register of Contracts of the Slovak Republic.
7. The Parties declare that they have read this Contract, understand its contents and attach their signatures as a sign of their agreement with its wording.

In Košice on 26th February 2024

In Kharkiv on 29th February 2024

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Mandator
Mgr. Denisa Fedáková, PhD.

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Mandatary
Nataliia Gavkalova