

SPONSORSHIP CONTRACT

No. 1700 / 27.03.2024

1. PARTIES TO THE CONTRACT

This sponsorship contract ("**Contract**") was made this day of **27.03.2024** ("**Signing Date**") by and between:

1.1. FUNDATIA KRONOSPAN FOUNDATION, with the headquarters in Brasov, Str. Strunga Mieilor, nr. 1, judetul Brasov, cod postal 500482, Tax Registration Number 29167440, registered in the Registry of Associations and Foundations of the Court of Brasov under no. 85/2011, account RO84 BACX 0000 0006 3679 1001, opened with UniCredit Bank S.A., branch of Brasov, e-mail: office@kronospanfoundation.org, duly represented by Ms. Oana Bodea acting as President and by Mr. Mircea-Petru Nedelea acting as a Member of the Board of Directors, hereinafter referred to as "**Kronospan Foundation**" or "**Sponsor**",

and

1.2. Stredná priemyselná škola Jozefa Murgaša, with the headquarters in Hurbanova 6, 975 18 Banská Bystrica, Slovakia, email: spsjm@spsjm.sk, Identification number: 00161471, represented by Ing. Kamil Kordík, as Director, hereinafter referred to as "**Beneficiary**",

WHEREAS:

- (A).** Kronospan Foundation organised during **07.08.2023 – 31.10.2023** the ***International Competition of Projects "skill.ED", Edition 2023*** ("**Contest**");
- (B).** The Contest was dedicated mainly to supporting general, vocational and technical education in the selected countries, regardless of the field;
- (C).** Within the Contest, the participating schools submitted projects concerning the development of the vocational education by any means, such as (but not limiting to): equipping a laboratory, purchasing specific equipment, setting up specialized classes, offering scholarships for students, organizing internships, etc. ("**Projects**");
- (D).** The Project bearing the name "*Teaching aid for learning for smart installation*" is one of the Projects of the Contest declared eligible to receive funding ("**Winning Project**") – **Annex no. 1** to this Contract,

The Parties decided to enter into this Contract with the following terms and conditions:

2. SCOPE OF THE CONTRACT

- 2.1.** The Sponsor hereby undertakes to provide financial aid to the Beneficiary for the purpose of financing the Winning Project.
- 2.2.** The Sponsor shall make available to the Beneficiary the amount of **9.745 EUR** as sponsorship ("**Sponsorship**"), whereas this amount shall be used by the Beneficiary strictly for financing and the implementation of the Winning Project. For the avoidance of any doubt, should the budget of the Winning Project shall exceed 9.745 EUR, the Beneficiary hereby understands and accepts that the difference shall be covered by the Beneficiary itself.
- 2.3.** Both Parties understand and agree that the Sponsorship is irrevocable and is granted as continuous aid for the Beneficiary and is in no way bound by or dependent on a certain purpose or action other than the financing of the Winning Project and does not entail the obligation of no other result of effect which must be achieved / presented by the Beneficiary, apart from those undertaken as per art. 4.1. below.
- 2.4.** The amount of the Sponsorship shall be transferred to the Beneficiary's bank account with the following coordinates:

Complete EUR account number:	SK20 8180 0000 0070 0057 4305
Complete name of the Beneficiary:	Stredná priemyselná škola Jozefa Murgaša
Complete address of the Beneficiary:	Hurbanova 6, 975 18 Banská Bystrica, Slovakia
Name of the bank:	Štátna pokladnica
Complete address of the bank (including the country):	Radlinského 4929/32, P.O.BOX 13, 810 05 Bratislava 15, Slovakia
SWIFT:	SPSRSKBA

- 2.5.** The amount of the Sponsorship shall be transferred to the Beneficiary within 10 days after the Signing Date of this Contract.
- 2.6.** Any and all taxes related obligations or any other obligations related to the Sponsorship received by the Beneficiary as per the present shall exclusively concern and be borne by the Beneficiary.

3. CONTRACT DURATION. SPONSORSHIP DURATION

- 3.1.** This Contract comes into force on its Signing Date and shall continue to be valid until the Sponsorship is fully used, but no later than the deadline stated in the schedule of the sponsored activities.

4. OBLIGATIONS OF THE PARTIES

4.1. Obligations of the Beneficiary

On grounds of this Contract, the Beneficiary undertakes as follows:

- a) to use the Sponsorship for the purpose for which it was granted, respectively for financing the development of the vocational education in the Beneficiary's school, as stated in the Winning Project;
- b) to put up due care and effort in supervising the performance of the activities which are financed by the Sponsorship;
- c) to send the Sponsor during the implementation of the Winning Project representative pictures and an intermediate report concerning the status of the Project implementation, as follows:
 - **Intermediate report** must be sent no later than **31st of August 2024** and must include the following: narrative report regarding the implementation of the project, relevant pictures to illustrate the implementation of the project. Pictures must be sent as separate files, in high resolution (300 DPI).
- d) after finishing the implementation of the Winning Project to prepare and send the Sponsor a full and detailed final report of the performed activities and the Project's implementation.
 - The **final report** must be submitted in Word format and must include: detailed description of the activities of the project, supportive documents, detailed information about the budget the expenses made using the Sponsorship;
 - The final report must include relevant pictures to illustrate the implementation of the project. Pictures must be sent as separate files, in high resolution (300 DPI).
 - Deadline for the final report: **maximum 1 month after the end of the project**.
- e) at the Sponsor's request to make the Sponsorship public and to promote the Sponsor's name, image or brand, in good faith.

4.2. Obligations of the Sponsor

On grounds of this Contract, the Sponsor undertakes as follows:

- a) to transfer the Sponsorship to the bank account stated in this Contract, in the due amount and on the due date;
- b) to provide the Beneficiary with all and any promotional and marketing materials which must be used by the latter for displaying and promoting the Sponsor's name and image;
- c) not to interfere with the planning and organisation of the activities which are stated in the Winning Project and are financed by the Sponsorship.

5. FORCE MAJEURE

- 5.1. The Force Majeure Events are extraordinary events or conditions which a Party cannot foresee or prevent by reasonable efforts, including but without limitation to *acts of God, war, revolution, uprising, civil insurrection, expropriation, nationalization, epidemics, pandemics and other similar events* beyond the reasonable control of one of the Parties.
- 5.2. Each Party shall be released of its liability for the failure to fulfil its contractual obligations in total or in part, if such failure was caused by the Force Majeure Events which occur after the conclusion of this Contract, provided that such relief of liability concerns only those obligations which are directly affected by the Force Majeure Events and such relief is maintained only as long as these Force Majeure Events last.
- 5.3. The Party which invokes the Force Majeure events must immediately inform the other Party in written about such circumstances.
- 5.4. If any Force Majeure Event lasts longer than 2 (two) months or at the time when it is reasonably obvious that the Force Majeure Events will last longer than 2 (two) months, not allowing the Parties to continue to fulfil their contractual obligations, each Party may inform the other Party about the termination of the Contract, without any other formality and without the possibility to claim damages.

6. SEVERABILITY

- 6.1. If any provision of this Contract is considered void, unlawful or unenforceable, regardless of the reason, this shall not affect the lawfulness, validity or binding character of the other provisions of the Contract and the Parties undertake to amend, supplement or replace any and all of these void, unlawful or unenforceable provisions with valid, legal or enforceable provisions which come closest to the initial intention of the Parties.

7. CONFIDENTIALITY

- 7.1. None of the Parties to this Contract shall disclose or allow intentionally or out of negligence the disclosure of any of the terms of this Contract to any third Party without the prior written consent of the other Party.

8. TERMINATION OF THE CONTRACT

- 8.1. This Contract is terminated as follows:
 - a) by written agreement of both Parties, stated under an addendum;
 - b) at the expiry of its duration;

- c) by cancellation because of the Beneficiary's culpable failure to fulfil the obligations set forth under article 4.1. letters a), b), c) and d). The Sponsor is entitled to deem this Contract terminated by law, without prior notice, without reminder, without notice of delay, without petition form, without other legal proceedings or any other prior formality (*the Beneficiary is considered under delay by the mere failure to fulfil its contractual obligations - this clause is considered commissoria lex according to the provisions of article 1553 of the Romanian Civil Code*).

8.2. The provisions of the preceding paragraph shall not release the Party which culpably caused the termination of the Contract of its liability.

8.3. If the Beneficiary does not use the Sponsorship for the purpose for which it was granted, it undertakes to pay the Sponsor compensatory damages twice as high as the Sponsorship amount.

9. NOTIFICATIONS

9.1. All notifications and communications to any Party shall be made in written in English and shall be sent (i) by e-mail, (ii) by fax, (iii) by mail, with acknowledgment of receipt or (iv) by courier, to the addresses stated in the introductory part of this Contract.

9.2. The notifications shall be considered received by the recipient: (i) on the delivery date, if the notification was delivered by courier or (ii) on the date of delivery by fax or e-mail, provided the sender keeps a general fax / e-mail confirmation and sends it to the recipient upon request – in case of delivery by fax / e-mail or (iii) on the date of signing the acknowledgment of receipt – in case of delivery by mail with acknowledgment of receipt.

10. GENERAL DATA PROTECTION REGULATION (“GDPR”)

10.1. The Parties shall inform each other and accept that, in the performance of the Contract, it is likely that certain personal data, such as, but no limited to name and first name, profession, position held, signature, telephone number of the Parties' employees, but also of other persons who work under their control and/or supervision, including business parties or subcontractors (all these persons being hereinafter referred to as “Data subjects”) that they are disclosed to the other Party, to be processed by this Party and/or to be transferred to a third country (outside the European Economic Area), to a worldwide affiliated enterprise (in compliance with certain specific rules) to its representatives for the purpose of the execution of the Contract, as well as for other activities related to the field of activity of each Party.

10.2. Each Party shall store the Data Subjects' personal data thus received only for the period necessary for achieving the goals mentioned above and/or in the Contract. Also,

the Parties establish and accept that it is possible that the Data Subjects' personal data are necessary to respond to their requests or to address certain issues and/or to comply with certain applicable legal requirements. Consequently, the Data Subjects' personal data could be kept for a reasonable period of time since the last interaction according to the Contract (usually 5 years, as imposed by the tax legislation or in compliance with the limitation periods established by the civil or criminal legislation).

- 10.3.** Each Party shall observe all the legal and contractual provisions concerning the obligation to inform its own employees and/or other persons who work under their control and/or under their supervision on the processing of Data subjects' personal data for the purpose of the execution of the Contract and their rights, especially: (i) the right of access to the personal data; (ii) the right to rectification; (iii) the right to data erasure; (iv) the right to restriction of processing; (v) the right to data portability; (vi) the right to opposition; (vii) the right to lodge a complaint with the supervisory authority.
- 10.4.** The Parties shall ensure that, in compliance with GDPR and with the other national and European legal provisions in the field of personal data protection, they are entitled to process the Data subjects' personal data and they are authorized to put at the other Party's disposal these data in compliance with the legal provisions and in order to ensure the lawfulness of the processing of personal data.
- 10.5.** Each Party shall be individually liable for the Data subjects' personal data which it processes in the performance of the Contract and for ensuring the technical and organisational measures of appropriate protection of personal data in compliance with GDPR and with the other legal provisions concerning the personal data protection.

11. MISCELLANEOUS

- 11.1.** This Contract shall be governed by and shall be construed pursuant to the Romanian laws.
- 11.2.** The Parties shall try and reach an amicable solution for any claim or dispute between them concerning or related to this Contract. If no amicable agreement can be reached, the dispute shall be deferred to the competent courts from the Sponsor's headquarters.
- 11.3.** This Contract replaces all prior agreements which the Parties could have previously concluded and represents the whole agreement of the Parties.
- 11.4.** The Parties explicitly declare according to article 1.203 of the Romanian Civil Code that they agree to all terms of this Contract which could be deemed "*unusual terms*" pursuant to the valid laws and the legal provisions quoted in this paragraph.

11.5. This Contract may be amended only by means of a written addendum, which shall be signed by both Parties and shall form an integral part of the Contract.

This Contract was signed today, in 2 (two) copies, one for each Party.

SPONSOR,
FUNDATIA KRONOSPAN FOUNDATION

BENEFICIARY,
Stredná priemyselná škola Jozefa Murgaša

Dr. Oana Bodea

Ing. Kamil Kordík

President of the Board of Directors

Director

Mircea-Petru Nedelea

Member of the Board of Directors

ANNEX 1

To contract no. 1700 / 27.03.2024

A. Name of the project:

Teaching aid for learning for smart installation

B.1. Contact details

Full name of the applicant school:

Secondary Vocational Electrotechnical School of Jozef Murgaš

Complete postal address, including country:

Hurbanova street 6, the city of Banská Bystrica, 97501, Slovakia

Legal representative:

Ing. Kamil Kordík

Position:

the director of school

Applicant's website:

<https://spsjm.sk/>

Contact person:

Ing. Martin Šušota, PhD.

Contact person's position:

teacher of professional subjects

Telephone no.:

+421 910556321

E-mail:

susota@spsjm.sk

B.2. Description of the applicant school:

Our secondary vocational electrotechnical school is named after the famous Slovak inventor Jozef Murgaš. Our school is focused on electrotechnic, informatics, multimedia. The financial income of the school comes from the larger territorial unit and from the school's projects.

C.1. Scope of the Project:

The project will consist of 10 pieces of aluminum frames, on which there will be 10 workplaces with smart installation.

C.2. Objective of the Project:

Each workplace has specific hardware so that students can learn to work with a wider portfolio of Loxone smart installations. Some elements are common without which the installation would not work. The goal is to teach the students to connect and the program of the installation according to the submitted assignment.

C.3. Target group / beneficiaries

Each workplace is for one student, that means there will be 10 students in the lesson.

C.4. Description of the project or activity and complete calendar of the activities

The project is focused on innovation of the curriculum of the practice subject for 3 years of the energy department. Furthermore, students of the field of intelligent technologies subject practice in the 3rd year. Furthermore, for students of other fields within the circle of smart installations.

The total time that a student will be able to use the aid is 6 hours a week (two departments) for 10 students.

Extracurricular activity at workplaces and the number of students depends on the interest of students in a given school year.

C.5. Partners (if applicable)

Loxone is the partner in the implementation, which will provide the hardware for half the market value.

D. Budget

Construction made entirely of aluminum profile €1224.55

Smart installation after 50% discount in total 8520,45 €

Total of amount 9745 €

Assuming an increase in the price of the material. The cost of the production work is not indicated because the products will be completed in the first hours of the practice subject.

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