

Agency Framework Agreement concerning organizational tasks in connection with Erasmus + Project 2023-1-SK01-KA121-VET-000123013

entered into by and between on the one hand

Stredná odborná škola hotelových služieb a obchodu, Zdravotnícka 3, Nové Zámky

Seat: Zdravotnícka 3, 940 02 Nové Zámky, Slovakia

Registration number (identification number): 00891606

Tax number: 2021067653

Represented by: PaedDr. Eurydika Stankovičová director
as Principal

on the other hand

Gyorsan Energikusán Extrémen Kódoló Club Egyesület

Seat: 6725 Szeged, Mátyás Király tér 26. Hungary,

Registration number: 06-02-0003277,

Tax number: 18904349-1-06

Represented by: Béla Vadkerti president,
as Agent

(Principal and Agent together "the Parties", if mentioned separately: "the Party"), on this day at the terms and conditions below.

1. Subject of the Framework Agreement, general provisions

- 1.1. Principal assigns the Agent to provide organizational tasks related to the Project (Organizational Services) for which Agent is entitled for agency fee.
- 1.2. Principal is liable to fulfil the obligations under the present Framework Agreement.
- 1.3. Parties agree to mutually cooperate with each other and to meet the deadlines strictly as it is a precondition to the Project's successful fulfilment and to notify the other Party regarding any emerging concerns.

2. Rights and obligations of the Principal

- 2.1. The Principal's obligation to provide information and documents related to the fulfillment of the Organizational Services is the following:
 - 2.1.1. the designation of a person responsible for the coordination of the Project;
 - 2.1.2. the forwarding of the personal data (name, contact address, sex, address, class, profession, language skills, e-mail address, phone number, work experience, data of parents/legal representative/relative)) of the participants to the Agent and the determination of the number of participants in professional divisions 60 days before of the planned departing date of the concerned mobility. The notification of the Agent about any changes of the above within 5 days at the latest;
 - 2.1.3. Principal is obliged to provide Agent with the necessary data and documents for the performing of the mobility within 5 workdays after receiving the request of the Agent at the latest;
- 2.2. Principal is obliged to pay the Organizational Fee for the fulfillment of the Organizational Services as it is specified in section 4.1. of the Framework Agreement.
- 2.3. Principal is entitled to request information from the Agent about the status of the Organizational Services. Agent is obliged to provide the requested information within 5 working days at the latest.

3. Rights and obligations of the Agent

- 3.1. Agent is obliged to provide the Organizational Services if the Organizational Fee has been paid according to section 4.1. and the obligations have been fulfilled specified in section 2. The Organizational Services are the following:

- 3.1.1. the ensuring of the necessary requirements for groups in a concerned mobility period with the prior approval of the Principal;
 - 3.1.2. carrying out organisational tasks related to internships;
 - 3.1.3. the drafting of a schedule for the performing of the Project;
 - 3.1.4. the training of the travelling groups for the mobility;
 - 3.1.5. giving assistance to the Principal in the selection of the participants;
 - 3.1.6. the preparation of the scholarship agreements of the participants (learning agreement, memorandum of understanding, quality commitment);
 - 3.1.7. on the request of Principal, Agent manages the mobility tool;
 - 3.1.8. the preparation of the Europass mobility certificates;
 - 3.1.9. providing foreign assistance;
 - 3.1.10. organisation of interactive activities with the provision of a facilitator;
 - 3.1.11. supporting communication between participants and host partners;
 - 3.1.12. monitoring compliance with work plans;
 - 3.1.13. keeping the Contracting Authority informed about the mobility activity;
 - 3.1.14. liaise with the partner organisation, if necessary;
 - 3.1.15. preparing, if necessary, the contract between the intermediate organisation and the contracting authority.
- 3.2. The Agent may use the assistance of a Contributor without any further consent of the Principal. The Agent shall be liable for the person or organisation engaged as if it had carried out the matter entrusted to him.
 - 3.3. Taking into account that Principal transfers personal data to Agent in order to fulfill the provisions specified in 3.1., Parties shall conclude a contract relating to the data processing and data controlling based on section 28 of the GDPR, which is in Annex 1 of present Framework Agreement.
 - 3.4. The Agent is obliged to inform the Principal about the status of its tasks and its activity by request, or when it is necessary without any request.
 - 3.5. Agent is entitled to request information, data from the Principal, which are necessary to fulfill the Organizational Services. Principal is obliged to provide the requested information and data within 5 working days at last. If the Principal does not provide the necessary information and data in time, the delay of the Principal excludes the simultaneous delay of the Agent and the deadlines for the Agent shall be extended by the duration of the delay.
 - 3.6. The total liability of the Agent regarding the fulfillment of the present Framework Agreement – including the liability for the conduct of the Contributory - shall not exceed the 50% of the amount of Organizational Fee that has been already been paid.

4. Organizational Fee and invoicing

- 4.1. The Principal shall pay the Organisational Fee to the Agent **no later than 10 days after the invoice is sent** by transfer to the Agent's bank account **IBAN: HU95 1040 4993 5052 6989 7154 1000, BIC/SWIFT: OKHBHUHB**. The amount of the fee is **EUR 3300 gross**, i.e. three thousand three hundred euros.
 - 4.1.1. If the Principal falls into delay with its obligation specified in section 4.1. for maximum 15 days, it is obliged to pay 15% of the Organizational Fee for the Agent as penalty for delay in addition to the Organizational Fee.
 - 4.1.2. If the Principal falls into delay with its obligations specified in section 4.1. more than 15 but not more than 30 days, it is obliged to pay 30% of the Organizational Fee for the Agent as penalty for delay in addition to the Organizational Fee.
 - 4.1.3. If the Principal falls into delay with its obligation specified in section 4.1. for more than 30 days, the Agent is entitled to rescind the present Framework Agreement through a written statement. If the Agent rescinds the present Framework Agreement, the contracts concerning Mobility Services concluded by Intermediate Organisation and Principal shall also be ceased. In that case Principal is obliged to pay 100% of the Organizational Fee as cancellation penalty (that is Agent is not obliged to refund any amount of the Organizational Fee to Client).
 - 4.1.4. Agent is obliged to fulfill its obligations according to the present Framework Agreement only if the

Organizational Fee and– if there is any delay – the penalty for delay has been paid. If Principal falls into delay with the payment that excludes the Agent's delay.

- 4.2. Agent is obliged to issue an invoice about the Organizational Fee for Principal, after signing the present Framework Agreement but no later than 8 days after the performance of the contract. Parties agree that Agent is entitled to issue its invoice through electronic invoice system.
- 4.3. The amount of the Organizational Fee or the part of the Organizational Fee shall only be refund to Principal if the Project is being cancelled due to the imputable activities of the Agent.

5. Force Majeure

- 5.1. Neither Party is liable or falls into default or breaches the Contract if it cannot perform its obligation due to Force Majeure Event.
- 5.2. Parties stipulate that the following extraordinary, unforeseeable and unavoidable events that occur after the signature of present Framework Agreement and that are making the performance impossible, which are not attributable to either Party's conduct, shall be considered as Force Majeure Events, especially but not exclusively: state of emergency, strike, war, revolution, act of terrorism, natural disaster, fire, flood, epidemic, quarantine restriction, transportation embargo.
- 5.3. In case of Force Majeure Event the affected Party shall immediately notify the other Party (if the Force Majeure Event does not prevent it from that) and takes all reasonable actions to fulfil its obligations. Parties shall consult with each other about the consequences of Force Majeure. In case the organization giving the subsidy extends the effect of the Project, Parties undertake themselves to extend the effect of the Framework Agreement as well according to the extension of the organization giving the subsidy.

6. Framework Agreement's effect, amendment and termination

- 6.1. Present Framework Agreement enters into force by the execution of both Parties and shall remain in force for fixed-term until the contractual obligations are fully met.
- 6.2. Present Framework Agreement terminates:
 - 6.2.1. With the expiry of fixed-term;
 - 6.2.2. With the Parties mutual agreement;
 - 6.2.3. With the written withdrawal of Agent specified in section 4.1.3.;
 - 6.2.4. In case of serious breach of present contract, with the other Party's written termination with immediate effect. The following events shall be defined as serious breach of contract:
 - 6.2.4.1. bankruptcy proceeding against the Party, or involuntary bankruptcy proceeding based on final judicial decision, cancellation of tax number, winding up-proceeding starts against the Party, cessation of company by the Company Registration Court, deregistration of the company starts, or dissolution of the Party without legal successor;
 - 6.2.4.2. in case either Party breaches his/her obligation of secrecy based on the laws or on the present Framework Agreement.
- 6.3. In case the Framework Agreement terminates, the contracts concerning Mobility Services concluded by the Contributors and Principal terminates as well.
- 6.4. Any modification of the present Framework Agreement is valid exclusively in writing and if duly signed by both parties. Also, any waiver of right is valid exclusively in written form.
- 6.5. After the termination of present Framework Agreement for any reason Parties shall settle accounts within 8 days from the date of termination, taking into account section 4.3. of present Framework Agreement.

7. Other provisions

- 7.1. Any notification in connection with the present Agency Contract is valid exclusively in writing. A notification shall be considered as being in written form if it is an e-mail or certified mail sent to the address set forth in section 8. Parties are obliged to send a receipt e-mail within 2 workdays at the latest after receiving an e-mail from the other party.
- 7.2. The legal statements in connection with the present Framework Agreement shall be considered served upon delivery to the Party concerned or the person authorized to receive it. In addition to what is contained in the

present sentence where a legal statement is dispatched in the form of certified mail with return receipt according to the legislation on postal services, it shall be considered served:

- 7.2.1. if the Party concerned or the authorized recipient refused to receive the consignment, or if delivery to the address set forth in Annex 2 failed and the consignment is returned marked addressee unavailable or address unknown, on the day when delivery was attempted,
- 7.2.2. in all other cases, on the fifth working day following the day when delivery was attempted without success or following the day when the notice was posted to the address designated in Annex 2.
- 7.3. Parties state that they are under the obligation of secrecy in connection with all the information in connection with the present Framework Agreement, received during the preliminary reconciliation, as well as during the fulfilment of the obligations. The obligation of secrecy does not cover the information to the Contributory granted by each Party or both Parties.
- 7.4. Should any provision of the present Framework Agreement prove to be invalid or could not be enforced in any respect, it will not affect the other provisions of the Framework Agreement. In such a case the Parties are obliged to replace the respective provision by a new, legal and enforceable provision, the consequence and business aim of which is identical with or comes closest to the invalid or unenforceable provision.
- 7.5. The issues not regulated in the present Framework Agreement shall be governed by Hungarian Law – except the rules of international private law especially the Civil Code. Parties explicitly exclude the application of Section 6:63(5) of the Civil Code.
- 7.6. All disputes arising under the present Framework Agreement which falls into the jurisdiction of district courts shall be submitted to the exclusive jurisdiction of Central District Court of Buda.

8. Contact information

- 8.1. Parties notification in connection with the present Framework Agreement shall be considered as being in written form and valid, in case the notification addressed to the following contact information

Principal Name: Stredná odborná škola hotelových služieb a obchodu, Zdravotnícka 3, Nové Zámky	Seat: Zdravotnícka 3, 940 02 Nové Zámky, Slovakia	e-mail: skola@hosnz.sk
Agent Name: Gyorsan Energikusan Extrémén Kóдолó Club Egyesület	Mailbox: 6701 Szeged, Pf. 600, Hungary	e-mail: gyeeekclubszeged@gmail.com

Dated: Szeged, 27/03/2024

Stredná odborná škola hotelových služieb a obchodu, Zdravotnícka 3, Nové Zámky
Represented by: PaedDr. Eurydika Stankovičová
director
Principal

Gyorsan Energikusan Extrémén Kóдолó Club Egyesület
Represented by: Béla Vadkerti president
Agent

Annex:

Annex 1: Data Processing Agreement

Annex 1

Data Processing Agreement

(hereinafter: „Data Processing Agreement“) entered into by and between on the one hand

Stredná odborná škola hotelových služieb a obchodu, Zdravotnícka 3, Nové Zámky

Seat: Zdravotnícka 3, 940 02 Nové Zámky, Slovakia

Registration number (identification number): 00891606

Tax number: 2021067653

Represented by: PaedDr. Eurydika Stankovičová director

Principal as data controller (hereinafter: “Data Controller”)

on the other hand

Gyorsan Energikusán Extrémen Kódoló Club Egyesület

Seat: 6725 Szeged, Mátyás Király tér 26.,

Registration number: 06-02-0003277,

Tax number: 18904349-1-06

Represented by: Béla Vadkerti president

Agent as data processor (hereinafter: “Data Processor”)

(Data Controller and Data Processor hereinafter collectively: „Parties”)

on this day, at the terms and conditions below.

Preamble

Parties stipulate that Data Controller and Data Processor have concluded a framework agreement (hereinafter: „Framework Agreement”) on 27/03/2024 to provide organizational tasks related to Erasmus+ Project number 2023-1-SK01-KA121-VET-000123013, for which to be fulfilled it is essential that the Data Controller transfers certain data to Data Processor.

The Parties enter into present Data Processing Agreement in accordance with Article 28 of the GDPR and, additionally, with regard to matters not regulated by GDPR or data processing not covered by the GDPR, the Hungarian Privacy Act and other sectoral legislation concerning data processing.

1. Subject of the Contract

- 1.1. The Data Controller hereby gives mandate to the Data Processor to process the personal data specified in Section 5, known to or obtained by the Data Processor (hereinafter: “Data Affected by Data Processing”) in line with the terms and conditions of present Data Processing Agreement (hereinafter: “Data Processing Agreement”).
- 1.2. The Parties agree that with prior approval of the Data Controller, the Data Processor is entitled to use any further data processor. If the Data Processor uses the services of any additional data processor for certain specific data management activities performed on behalf of the Data Controller, the data protection obligations set forth in present Data Processing Agreement shall be applied to the additional data processor. If the additional data processor fails to fulfil the data protection obligations, the entrusting Data Processor shall be fully liable to the Data Controller for the fulfilment of the additional data processor's obligation.
- 1.3. The Parties stipulate that the Data Controller gives mandate to the Data Processor by signing the present Data Processing Agreement regarding the data specified in Section 5, which shall be used by the Data Processor only to the extent necessary for the performance of the Framework Agreement.
- 1.4. In order to perform the tasks included in the Framework Agreement, it is essential to conclude present Data Processing Agreement. In this regard, the Parties agree that the Data Processor is not entitled to any further consideration, fee or reimbursement for the performance of the data processing, as the remuneration defined in the Framework Agreement already includes the remuneration for the Data Processing.

2. The duration of Data Processing

- 2.1. Present Data Processing Agreement shall enter into force on the day of the execution by both Parties.

2.2. The Parties state that the data processing is a regular activity, carried out by the Data Processor from the time of the Framework Agreement entering into force as long as the Framework Agreement remains in force or until it may be controlled by the Mobility Monitoring Body.

2.3. Upon termination of present Data Processing Agreement, the Data Processor shall, at the discretion of the Data Controller, delete or return all personal data to the Data Controller and delete existing copies, unless European Union or Member State law orders to store personal data.

3. Rights and obligations of the Parties

3.1. The Data Controller is obliged to comply with all legal provision regarding data processing, in particular, to ensure the lawfulness of Data Affected by Data Processing transmitted to the Data Processor. The Data Controller is obliged to plan and perform data management and data processing operations in a form to ensure the protection of the privacy of data subjects.

3.2. The Data Controller in accordance with its legal obligation shall provide the data subjects all information regarding its procedure, especially informing them about using data processor(s).

3.3. The Data Controller is entitled to control the performance of the Data Processor in connection with the activity laid out in the Data Processing Agreement.

3.4. The Data Controller is entitled to give written instructions to the Data Processor regarding the Data Processing. The Data Controller is liable for the lawfulness of the instruction, however, the Data Processor is obliged to notify the Data Controller if the instruction is illegal or unprofessional.

3.5. The Data Processor is obliged to comply with the provisions of GDPR, the Privacy Act, and all provisions of other legal regulations concerning data management as well as the instructions of the Data Controller.

3.6. The Data Processor shall perform data processing activities based on written instructions of the Data Controller, shall not make a substantive decision concerning data management, and the Data Processor is not entitled to determine the purpose of data management or to use the data for different purposes.

3.7. The Data Processor is obliged to ensure the security of the data during the data processing, to make all the technical and organizational measures, and to establish the procedural rules necessary to enforce the data protection rules, in particular the data security measures established in Article 32 of GDPR.

3.8. The Data Processor declares and warrants that the Data Affected by the Data Processing can be accessed by the employees performing their duties as data processors only and by those working in other legal relationships (hereinafter “**employee**”) and only in the case(s) and to the extent that is absolutely essential for operations with processed data.

3.9. The Data Processor shall assist the Data Controller with proper technical and organizational measures so as to enable the Data Controller to complete its obligations with regard to responding the requests related to the exercise of the rights of the data subjects.

3.10. Regarding the data processing operations performed at the request of the Data Controller, if required, the Data Processor shall cooperate in the audit of the Data Controller's activities by third parties.

3.11. The Data Processor is obliged to cooperate with the Data Controller during any official inspections and verification of legal compliance.

3.12. The processing of personal data by the Data Processor shall only take place at a location supervised by the Data Processor. The Data Processor is obliged to inform the Data Controller about the locations of data processing and about any changes that have taken place.

3.13. If the Data Processor becomes aware of any data protection incident, the Data Processor shall notify the Data Controller without any delay, but at latest within 24 hours, and shall cooperate fully in tackling the problem as soon as reasonably practicable.

4. Other provisions

4.1. For confidentiality, Section 8.3 of the Framework Agreement shall be applied.

4.2. The Parties shall immediately notify each other in writing of any circumstances that delay or obstruct the efficiency of the Data Processing or the performance of this Data Processing Agreement. If either Party falls into default with its obligation, the defaulting Party shall bear all the detrimental consequences of its default.

- 4.3. The Parties agree that notices related to this Data Processing Agreement are valid only in writing. Written notification shall be deemed to be an electronic mail sent to the contact points specified in Annex 2 to the Framework Agreement and a postal item with a return receipt.
- 4.4. Any amendments to present Data Processing Agreement shall be valid only in writing and duly signed by both Parties. The waiver of any right shall also be valid only in written form.
- 4.5. In matters not regulated in this Data Processing Agreement, the Parties intend to apply the rules of the GDPR and Hungarian law, and the provisions of the Framework Agreement.
5. The Parties stipulate the exclusive jurisdiction of the Buda Central District Court in matters within the jurisdiction of the district courts in the event of any future legal disputes arising from this Data Processing Agreement.

6. Data Affected by Data Processing

	Data Affected by Data Processing
Personal data affected by data processing	name, address, contact address, place and date of birth, social security number, ID number, sex, phone number, e-mail address, data of parents or legal representative or relative
Purpose of data management	Effective implementation of the Project specified in the Agreement for Mobility Services and performance of related administrative tasks
Legal basis of data management	Article 6 (1) a) of the GDPR - the consent of the data subject,
Scheduled data management time	Period of Project Implementation and Project Monitoring
Categories of the data subjects	Students and accompanying person or vocational teachers involved in travelling
Location of data storage	Gyorsan Energikusan Extrémén Kódló Club Egyesület 6725 Szeged, Mátyás Király tér 26. Hungary
Method of data storage	Google Drive
Right to access	Data Processor

Having read and explained it, the Parties have signed this Data Processing Agreement and they have approved it as being in full conformity with their intentions.

Dated: Szeged, 27/03/2024

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Stredná odborná škola hotelových služieb a obchodu, Zdravotnícka 3, Nové Zámky
 Represented by: PaedDr. Eurydika Stankovičová
 director
 Data Controller

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Gyorsan Energikusan Extrémén Kódló Club Egyesület
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