

## ACCOMMODATION AGREEMENT no. ....9/2020

concluded pursuant to Section 754 et seq. Act No. 40/1964 Coll. of the Civil Code as amended  
(hereinafter referred to as the "Civil Code") between the parties:

Landlord:	<b>Centrum of Operations Slovak Academy of Sciences</b>
SAS accommodation facility:	SAS accommodation facility at Dúbravská cesta 9, 841 04 Bratislava
Registered office:	Dúbravská cesta 9, 845 35 Bratislava
Represented by:	Mgr. Lukáš Demovič, PhD, Head of the Centrum of Operations SAS
representative:	Igor Trajčík, Head of organizational unit
Company reg. no.:	00 398 144
Tax ID no.:	2020894843
Banking details:	State Treasury
Account no.:	IBAN – SK 21 8180 0000 0070 0061 9198

*(hereinafter referred to as the "Landlord")*

and

Tenant:	<b>Fernando Zuniga Navarrate</b>
Date of birth:	<b>23. 08. 1982</b>
Permanent residence:	<b>Matamoros č.19, Tepoztlán Morelos, Mexiko</b>
Contact:	<b>Biomedicínske centrum SAV</b>

*(hereinafter referred to as the "Tenant")*

*(the Landlord and the Tenant hereinafter jointly referred to as "the Parties" or individually as "a Party")*

### Article 1

#### Subject of Agreement

1. Based on this Agreement, the Landlord undertakes to provide the Tenant with temporary accommodation and services associated with it in the accommodation facility of the Slovak Academy of Sciences located at Dúbravská cesta 9, 845 35 Bratislava in room no.8./ V. floor).
2. The landlord will provide the tenant with the accommodation for a definite period of time, from 01.10.2020 until 30. 09. 2022
3. The guest undertakes to pay the landlord a price for the accommodation according to Article 3 of this Agreement.

### Article 2

#### Parties' rights and obligations

1. The Landlord shall hand over the accommodation to the Tenant in a condition suitable for proper use and to ensure undisturbed exercise of his/her rights associated with the accommodation. The Landlord undertakes to hand over the accommodation with interior

- equipment according to the inventory, the keys to the front door and to the accommodation premises.
2. The Tenant shall be entitled to use the space reserved for his/her accommodation, as well as to use the common areas of the accommodation facility and to use the services the provision of which is connected with the accommodation, in accordance with this Agreement and the accommodation regulations.
  3. The Tenant shall use the accommodation, the common premises of the accommodation facility and the services connected with the accommodation properly and in accordance with this Agreement and the accommodation regulations.
  4. The Tenant may not make any changes in the accommodation without the consent of the Landlord.
  5. The Tenant may not let the accommodation for use by another person, exchange door locks, lend keys to other persons and be noisy in the accommodation facility.
  6. The Tenant undertakes to protect the property of the Landlord and to compensate for the damage caused by him/her in the accommodation and in the common premises of the accommodation facility.
  7. The Tenant has become acquainted with the regulations on health and safety and fire regulations and undertakes to comply with these regulations for the entire period of validity of this Agreement, which the Tenant confirms by attaching his/her signature hereunder.
  8. The Tenant shall allow the representatives of the Landlord to enter the premises used by him/her in order to perform ongoing inspections.
  9. The Tenant shall comply with Act No. 377/2004 Coll. on the Protection of Non-Smokers and on amending and supplementing certain acts as amended.
  10. It is forbidden to damage or remove protective equipment and deactivate it in the accommodation facility.
  11. A more detailed definition of the rights and obligations of the Parties is specified in the accommodation regulations, the provisions of which the Tenant shall observe.

### **Article 3**

#### **Price of Accommodation**

1. The accommodated person undertakes to pay the Landlord the price in the total amount of **180 Euro month** for the provided accommodation and services connected with the accommodation. The price of accommodation is always paid for the entire calendar month of accommodation, regardless of the actual number of days of accommodation in the given calendar month. The price of accommodation shall be paid monthly by wire transfer to the account specified in the header of this Agreement, due by **day 20.** of the month preceding the chargeable month. The due date means crediting the payment to the Landlord's account.
2. If the Tenant is in arrears with the payment of the price for accommodation (any instalment, or part thereof), according to par. 1 of this article, he/she shall be obliged to pay a contractual penalty in the amount of € 5.00 for each even started calendar month of such delay.
3. The Parties have agreed that in the event of an increase in operating costs of accommodation (increase in the price of services, energy, changes in laws, etc.) the Landlord shall be entitled to unilaterally increase the price of the accommodation. The presidency of the Slovak Academy of Sciences shall decide on the increase in the price of accommodation according to

the previous sentence. The Landlord shall be obliged to inform the Tenant about the price increase of accommodation at least one month in advance. The Landlord shall publish the increase in the price of accommodation at a regular spot within the accommodation facility.

4. If the price of accommodation is increased, the Tenant shall be entitled to terminate the Agreement in writing. The notice of termination shall be effective on the day of its delivery to the Landlord. If the Tenant does not terminate the Agreement within 1 month from the date of publication of the increased price of accommodation, the Tenant shall be bound by the increased price and shall be obliged to pay it.
5. The Tenant undertakes to start paying the increased price of accommodation in the month immediately following the month in which the price increase was announced by the Landlord in accordance with paragraph 3 of this Agreement.

#### **Article 4**

##### **End of accommodation**

1. Accommodation will end at the end of the period for which this Agreement was concluded.
2. This Agreement may be terminated before the end of the agreed period of accommodation by:
  - a) withdrawal from the Agreement pursuant to paragraphs 3 and 4 of this Article, on the day of delivery of the written withdrawal from the Agreement to the other Party;
  - b) a notice of termination pursuant to Article 3, paragraph 4, pursuant to paragraph 5 of this Article;
  - c) occurrence of an objective fact which prevents further use of the accommodation (emergency, natural disaster, unsatisfactory hygienic conditions);
  - d) through a written agreement of the Parties.
3. The Landlord shall be entitled to withdraw from the Agreement with immediate effect if the Tenant is in arrears with payment of the price of accommodation by more than 30 days or if the Tenant repeatedly violates good manners, contractual obligations or accommodation regulations despite prior notice.
4. The Tenant may withdraw from the Agreement before the expiry of the agreed period; the Tenant shall be obliged to compensate the damage caused to the Landlord through the early cancellation of the accommodation only if the Landlord could not have prevented the damage.
5. The Parties shall be entitled to terminate this Agreement before the expiry of the agreed period of accommodation without giving a reason. The Parties have agreed that the termination period is 3 months and it begins to run on the first day of the calendar month following the calendar month in which a written notice of termination was delivered to the other Party.
6. At the end of the accommodation, the Tenant shall move out no later than on the day of the end of the accommodation. At the end of the period of accommodation, the Tenant shall be obliged to hand over the accommodation and keys from the accommodation to the Landlord, to pay arrears on the price of accommodation, the damage caused, contractual penalties and other obligations.

#### **Article 5**

### **Final Provisions**

1. The Agreement is produced in two original copies, of which each Party shall receive one copy. The Agreement may be amended, supplemented or extended through an agreement of both Parties, in the form of written and duly numbered amendments thereto. The Agreement comes into force on the date of its signature by both Parties.
2. The Tenant acknowledges that his/her personal data shall be processed by the Landlord for the purposes of accommodation in accordance with Act No. 18/2018 Coll. on Personal Data Protection and on amending and supplementing certain acts.
3. The Parties have agreed that the rights, obligations and legal relations arising from this Agreement shall be governed by the applicable legislation of the Slovak Republic. All disputes arising from this Agreement shall be resolved by the competent court with the territorial jurisdiction according to the registered office of the Landlord in the Slovak Republic.
4. By signing this Agreement, the Tenant takes over the inventory in the allocated accommodation - the room - specified in the Addendum to the Agreement.
5. If any of the provisions of this Agreement becomes invalid or ineffective for any reason, the validity of the other provisions of this Agreement shall not be affected. Instead of the invalid or ineffective provision, an appropriate regulation shall apply, which, within the framework of the applicable legal system, is as close as possible to what the Parties intended when concluding this Agreement.
6. The Parties declare that they have read the Agreement, understood its content, that it was concluded by mutual agreement, but not in distress or under noticeably unfavourable conditions, and as a witness of their approval without any reservations, they attach their signatures hereunder.
7. This Agreement shall enter into force on the day of its signing by the Parties and effect on the day following the day of its publication in the Central Register of Contracts.