

MANDATE CONTRACT

concluded pursuant to § 724 et seq. of Act No. 40/1964 Coll. Civil Code, as amended (hereinafter referred to as “**Civil Code**”)

(hereinafter referred to as “**Contract**”)

Article 1 **CONTRACTING PARTIES**

The Mandator: **Výskumná agentúra**
Seat: Plynárenská 7/A, 821 09 Bratislava
Represented by: Mgr. Marek Mrva
E-mail of the contact person: odborne.hodnoteniePOO@vyskumnaagentura.sk
ID number: 31 819 494
(hereinafter referred to as the “**Mandator**”)

and

The Mandatary:
Address:
E-mail:
Phone number:
Date of birth:
ID number (or passport number):
Citizenship:
Name of the bank:
IBAN:
BIC/SWIFT:
(hereinafter referred to as the “**Mandatary**”)

(both hereinafter referred to as the “**Contracting Parties**” and individually as the “**Contracting Party**”)

Article 2 **SUBJECT OF THE CONTRACT**

1. The subject of the Contract is the obligation of the Mandatary to perform the following tasks for the Mandator (hereinafter referred to as the “**Order**”):

Evaluation of project applications under the calls implemented within the Component 9 of the Recovery and Resilience Plan of the Slovak Republic, which includes:

- i. Preparation for evaluation — reading the evaluation materials.
 - ii. Reading and analysing of project applications and project budgets and preparation of an individual evaluation with all the requirements according to the instructions of the Mandator and with the delivery date according to the instructions of the Mandator.
2. The Mandator has agreed with the Mandatary that evaluation reports and other outputs of the fulfillment of the Order shall be delivered electronically via the online system available at <https://vyskumnaagentura-planobnovy.egrant.sk>. After delivery and control of evaluation reports, the Mandator confirms to the Mandatary by e-mail the fulfillment of the tasks of the Order or its parts in the scope according to the evaluation reports delivered, or asks the Mandatary to eliminate the identified deficiencies.
 3. The Contracting Parties agreed that the communication language for the fulfillment of the Order and the language used in the outputs and other documents of the Mandatary in electronic or paper form shall be English language.
 4. All tasks will be performed remotely by the Mandatary. The Mandatary provides, at his own expense, IT tools, including hardware, software and internet access.
 5. On the basis of this Contract, the Mandatary is eligible according to the instructions of the Mandator, to prepare a maximum of 30 individual evaluations within all calls.

Article 3

DURATION AND TERMINATION OF THE CONTRACT

1. This Contract is concluded for a fixed term until 31.12.2024
2. This Contract shall be terminated by:
 - a. the execution of the Order referred to in Article 2 paragraph 5 of this Contract;
 - b. by revoking the Order or part thereof by the Mandator;
 - c. by written termination of the Contract by the Mandatary with a notice period of two months beginning on the first day of the month following that in which the written termination was delivered to the Mandator;
 - d. for reasons of force majeure.
3. If this Contract shall be terminated due to the revocation of the Order, the Mandator is obliged to pay the costs incurred by the Mandatary until the Order was revoked.
4. Force majeure means an event or situation which:
 - a. prevents either of the Contracting Parties from fulfilling their obligations under the Contract;
 - b. was unforeseeable, unexpected and beyond the control of the Contracting Parties;
 - c. was not caused due to fault or negligence of the Contracting Parties;
 - d. was unavoidable despite the best efforts made.
5. Force majeure events must be notified immediately to the other Contracting Party.

6. Failure to fulfill contractual obligations due to the force majeure cannot be considered as a breach of the Contract.

Article 4

REMUNERATION

1. The Mandator undertakes to pay the Mandatary remuneration for the fulfillment of the Order according to this Contract based on the methodology of remuneration of evaluators, which is an integral part of this Contract as Annex no. 1.
2. The remuneration paid according to this Contract shall be calculated on the basis of the number of evaluated project applications by the Mandatary multiplied by the remuneration for each specified in Annex no. 1.
3. The maximum remuneration paid on the basis of this Contract for all evaluations together is 3.000 EUR. The maximum of evaluated project applications by the Mandatary on the basis of this Contract is 10.
4. The agreed remuneration includes all necessary costs incurred by the Mandatary to fulfill the Order.
5. The remuneration shall be paid to the bank account of the Mandatary referred to in Article 1 of this Contract by bank transfer after carrying out each individual assessment in accordance with the instructions of the Mandator according to Article 2 of this Contract, upon receipt of the evaluation and confirmation of the fulfilment of the Order by the Mandator.
6. In case that the Mandatary performs the tasks resulting from the Order in a call, which is divided into evaluation rounds, the remuneration shall be paid in instalments, always after the performance of the tasks relating to the evaluation of project applications submitted in the given round and in the amount corresponding to those performed tasks in accordance with the methodology for the remuneration of evaluators, which is an integral annex to this Contract.
7. The remuneration for reading the evaluation materials as referred to in Article 2 paragraph 1 point i) of the Contract shall be paid only after the activity specified in Article 2 paragraph 1 point ii) of the Contract shall be performed and output from it shall be delivered.
8. The remuneration shall be paid in euros. Fees for non-cash transactions associated with the payment of the remuneration resulting from the performance of the Contract shall be borne in full by the Mandator.
9. Remuneration can be paid only if the Mandator receives the original of this Contract signed by the Mandatary (or electronically signed by the Mandatary) is delivered to the Mandator in the required number of copies as specified in Article 6 of this Contract.

Article 5

OBLIGATIONS OF THE CONTRACTING PARTIES

1. The Mandatary is obliged to perform the Order personally and is obliged to proceed according to his/her skills and knowledge when fulfilling the Order.
2. When performing the Order, the Mandatary will follow the instructions and binding documents of the Mandator, which will be provided to the Mandatary before the beginning of evaluation.
3. In case that the Mandatary cannot fulfil his/her obligations under the Contract, he/she is obliged to inform the Mandator immediately.

4. The Mandatary is obliged to submit to the Mandator, at his request, reports and information on the progress of the Order and to transfer to the Mandator all benefits from the Order performed.
5. The Mandatary is obliged to maintain the confidentiality of the data and facts entrusted to him/her in any form (e.g. printed, electronic) during the performance of tasks resulting from the Contract; this obligation continues after the end of the Contract.
6. The Mandatary is obliged to perform the evaluation unbiased.
7. The Mandatary is obliged to inform the Mandator without delay if he/she identifies a possible bias or conflict of interest in relation to the evaluated project applications.
8. The Mandatary is obliged to inform himself/herself with the code of conduct and observe it. The code of conduct is an integral annex of this Contract and it contains the guidance on the principles of confidentiality, impartiality and prevention of conflicts of interest.
9. The Mandatary is obliged to inform the Mandator of all impending risks and damages.
10. The Mandatary is committed to comply with the valid legal rules of his/her home country concerning the remuneration from the Mandator, in particular in regard to their taxation and social contributions and health insurance. Upon request of the competent authorities, the Mandator shall make available information concerning the remuneration(s) for the performance under this Contract.
11. The Mandator is obliged to provide the Mandatary with adequate cooperation in fulfilling the Order.
12. The Mandator shall provide the Mandatary with documents and materials informing him/her about the principles of evaluation, preparation of evaluation reports and the procedures that must be followed.

Article 6

FINAL PROVISIONS

1. This Contract shall be concluded by electronic means. The Mandatary signs the Contract and sends a scan of it onto the e-mail address of the Mandator referred as in the Article 1 of the Contract with his handwritten signature and date. The Mandator shall send back to the Mandatary a scan of signed Contract with handwritten signatures of both Contracting parties and both dates to the e-mail address of the Mandatary referred as in the Article 1 of this Contract.
2. This Contract is drawn up in English language.
3. This Contract shall enter into force on the date of its signature by both Contracting Parties and it comes into effect on the day following the day of its publication in the Central Register of Contracts of the Slovak Republic.
4. The Mandatary acknowledges that this Contract is a mandatory published Contract pursuant to § 5a of Act no. 211/2000 Coll. on free access to information and on amendments to certain laws as amended.
5. The Mandatary acknowledges that his/her name may be published in the summary list of evaluators who will participate in the evaluation of the project applications in the Component 9 of the Recovery and Resilience Plan.

6. This Contract shall be governed by the law of the Slovak Republic. The legal relations of the Contracting Parties that are not regulated by this Contract shall be governed by the provisions of the Civil Code and other generally binding legal regulations.
7. The Contract may be amended only by mutual agreement of the Contracting Parties in the form of a numbered written amendments, which shall form an integral part of this Contract.
8. The Contracting Parties commit to resolve any disputes that may arise in relation to this Contract, primarily by negotiation and mutual agreement. If the dispute is not resolved by negotiation and agreement, any of the Contracting Parties may refer the matter to the relevant court of the Slovak Republic.
9. Communication between the Contracting Parties shall be made in writing:
 - a. by electronic means through the e-mail addresses referred to in Article 1 of this Contract;
 - b. via the online system available at <https://vyskumnaagentura-planobnovy.egrant.sk>;
 - c. by post using the postal addresses referred to in Article 1 of this Contract.
10. Each of the Contracting Party is obliged to notify the other Party in writing of any change regarding delivering, immediately after such change occurs.
11. The Contracting Parties declare that they have read this Contract, understand its content and attach their signatures as a sign of consent with its wording.
12. An integral part of the contract is:
 - Annex No. 1 Methodology for evaluator remuneration
 - Annex No. 2 Code of Conduct

In Bratislava:

In, date:

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Mgr. Marek Mrva

general director

Výskumná agentúra