

CONTRACT P135600
BETWEEN
INTRASOFT International S.A.
AND
BRATISLAVA REGION

CONTRACT

BETWEEN

INTRASOFT International S.A., with registered offices at 2b, rue Nicolas Bové, L-1253 Luxembourg, G.D. Luxembourg, registered under the number B56565 and with VAT number LU 16853659;

represented by Messrs George Manos, General Manager of EU Institutions Business Unit and Emmanouil Terrovitis, Chief Financial Officer;

hereinafter referred to as "**INTRASOFT International**";

AND

BRATISLAVA REGION, with registered offices at Sabinovská 16, 820 05, Bratislava 25, Slovak Republic, registered under the VAT number SK2021608369;

represented by Mgr. Juraj Droba, MBA., MA, President of the Bratislava Self-Governing Region;

hereinafter referred to as the "**Region**";

hereinafter also singly referred to as a "**Party**" and jointly as "**Parties**";

WHEREAS

INTRASOFT International is the Leader of the EU SPI Consortium, consisting of INTRASOFT International, Technopolis Group, Orkestra and ZSI, the Kapodistrian University of Athens and HETFA Research Institute (the EU SPI Consortium).

The EU SPI Consortium and the Region have signed on February 2019 a Memorandum of Understanding (MOU) which sets for the terms and understanding concerning the completion of tasks and activities for the implementation of the Pilot Project "Measuring What Matters to EU Citizens: Social Progress in The European Regions" ("the Project").

According to the MOU, the EU SPI Consortium, and more specifically INTRASOFT International as Consortium Leader, shall be responsible for reimbursing the expenses occurred by the Region in relevance to the implementation of the tasks and activities of the Project ("the Expenses").

In order to further define the terms and conditions of such reimbursement, the Parties have agreed on the following terms.

THEREFORE the following has been agreed:

Article 1 – Object and Scope of the Contract

- 1.1** INTRASOFT International, as Consortium Leader, hereby accept to reimburse the costs of the Expenses to the Region under the terms and conditions of the present Contract.
- 1.2** According to the MOU, Expenses shall include for the purpose of this Contract:
- Payment of travel costs for the participation of two regional representatives in the meetings that will be organised throughout the duration of the project. The costs to be reimbursed will include travel expenses (plane, train, bus, etc), accommodation expenses and a daily subsistence cost on the basis of receipts up to a specific amount to be defined (maximum per diem); In the case that the regional representatives travel by car, they will be reimbursed based on the following rules:
 - The shortest route must be taken.
 - Car rental is not reimbursed.
 - For the use of a private car, users may claim mileage reimbursement at xxx/km (amount depends on the access provider) for the roundtrip, up to the price of a second-class advance rail fare from their home to the research infrastructure.
 - When two or more persons entitled to reimbursement of travel expenses use the same car, only the person responsible for the car shall be reimbursed. The names of the passengers must be declared on the reimbursement form. In this case, the passengers cannot claim these travel expenses themselves.
 - Payment for any logistical and administrative costs related to organisation of workshops and local site visits, etc.
 - Payment for limited additional expert support (in case stakeholders outside the regional authorities need to commit time and resources).

Article 2 – Amount of the Expenses

INTRASOFT International shall pay the Region a total maximum amount of sixteen thousand euros €16.000,00 for any of the activities performed on behalf of the Region (i.e. travel and daily subsistence, logistical costs for the organisation of workshops and local site visits and any additional expert support).

The total amount for the Expenses shall not in any case exceed the ceiling of the above amount.

The Region's bank details are as follows:

Bank name: ŠTÁTNA POKLADNICA
Bank address: Radlinského 32, P.O.BOX 13, 810
05 BRATISLAVA 15
Account Holder: Bratislavský samosprávny kraj
Account Number:

Article 3 – Terms of payment

- 3.1.** The Region undertakes to provide INTRASOFT International with expense reports that shall not exceed the maximum amount described in article 2 of this Contract, and with

certified copies (stamped & signed by its financial administrator original supporting documents, including receipts, boarding passes and used tickets).

- 3.2.** Payments shall be made on production of an invoice giving besides the disclosures required by law:
- A description of the Expenses to be reimbursed and a breakdown of the costs of such Expenses.
 - A reference to the contract number shown on the Contract.
 - Full details of the bank and the bank account details (beneficiary name, IBAN and BIC) to which payments should be made.
- 3.3.** Payment of each invoice shall be made by INTRASOFT International within thirty (30) days of receipt of the invoice.

Article 4 - Duration

- 4.1.** This Contract will come into force on 01-02-2019 (the "**Effective Date**") and will be valid until 31-01-2020, unless terminated earlier by either Party under the terms and conditions described in the General Terms & Conditions.
- 4.2.** The duration of this Contract may be extended by a written instrument signed by and between the Parties.

Article 5 - Legal construction

- 5.1** The Parties have read and understand this Contract and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof which supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between them relating thereto.
- 5.2** Clause headings are inserted for convenience of reference only and shall not affect the interpretation of this Contract.
- 5.3** No purported variation of this Contract shall take effect unless made in writing and signed by an authorised representative of each Party.
- 5.4** The Laws of Luxembourg shall govern this Contract, its existence, interpretation and execution.
- 5.5** Any dispute between INTRASOFT International and the Region or any claim by one Party against the other with regard to this Contract its existence, interpretation or execution, which cannot be settled by the contracting Parties out of court shall exclusively be brought before the competent Courts in Luxembourg.

The contract reference code is P135600.

Done in Luxembourg, on 19-02-2019, in the English language, each Party acknowledging receipt of one original copy of the Contract;

For INTRASOFT International



George Manos
General Manager
EU Institutions Business Unit



Emmanouil Terrovitis
Chief Financial Officer

For the Region



Mgr. Juraj Droba, MBA., MA
President of the Bratislava Self-Governing Region