



Registration number of SBA: 136/2022/OMA

The Cooperation Agreement

concluded in accordance with the provisions of section 51 of Act no. 40/1964 Coll. Civil Code as amended

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

between parties:

Registered name: **Slovak Business Agency**
Registered office: Karadžičova 7773/2, 811 09 Bratislava, Slovak republic
Registration: Association of legal entities registered by the District Office Bratislava, registration number: OVVS/467/1997-Ta
Identification No: 308 453 01
represented by: Mgr. Martin Holák, PhD., director general

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

and

Name and surname: **Clyde Hutchinson**
Date of birth:
Address:

(hereinafter referred to as “**External Tandem Advisor**”)

which have agreed as follows:

1. SUBJECT

- 1.1. SBA and the External Tandem Advisor commit themselves to carrying out the tasks and responsibilities covered by this Agreement in order to carry out the project entitled EU ECO-TANDEM, Grant Agreement number: 951043 - COS-TOURCOOP-2019-3-01 (hereinafter referred to as “**EU ECO-TANDEM project**”).

2. OBLIGATIONS OF THE EXTERNAL TANDEM ADVISOR

- 2.1. The External Tandem Advisor must cooperate on the EU ECO-TANDEM project (hereinafter referred to as “**Cooperation**”) independently, in a personal capacity, in the public interest and not on behalf of any organization.
- 2.2. The External Tandem Advisor must:
 - 2.2.1. carry out his/her Cooperation in a confidential and fairway;
 - 2.2.2. perform his/her Cooperation to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards;

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- 2.2.3. follow the instructions and time schedule given by the EU ECO-TANDEM Consortium.
- 2.3. The External Tandem Advisor may not delegate the Cooperation to another person or be replaced by another person without the prior written approval of the EU ECO-TANDEM Consortium.
- 2.4. For the duration of the EU ECO-TANDEM project, the External Tandem Advisor will take on the role of External Tandem Advisor, which implies the following tasks and responsibilities:
 - 2.4.1. screening the SMEs and the startups' applications, connected with implementation of the EU ECO-TANDEM project activities,
 - 2.4.2. validating the Matchmaking Plan creation,
 - 2.4.3. participating and valuing the Matchmaking Event progress, implementation, outputs,
 - 2.4.4. suggest about the quality of the created Tandems,
 - 2.4.5. checking the elaborated Tandemees' Plans of Action,
 - 2.4.6. providing the general consultation up to a total of 15 hours within the period of implementation of the EU ECO-TANDEM project activities to the assigned Tandems (2 Tandems per External Tandem Advisor) if needed (requested from the Tandems),
 - 2.4.7. participating in the Awarding Ceremony (optional - travel costs will not be covered by the EU ECO-TANDEM project).
- 2.5. Upon completion of the EU ECO-TANDEM project activities pursuant to paragraph 2.4. of this Agreement, the External Tandem Advisor shall provide a brief report on the job done (hereinafter referred to as "**Report**"), by sending it over email to the email address info@eu-ecotandem.eu no later than 1 week after the EU ECO-TANDEM project activities pursuant to paragraph 2.4 of this Agreement are concluded, no later than by 14 December 2022. The Report shall be accompanied by the invoice for the Cooperation rendered, with a clear indication of the name of the project, the project number and the activity performed.
- 2.6. In performing his/her tasks, the External Tandem Advisor shall cooperate with the project team according to the team coordination and comply with the timing and methods defined in the frame of the EU ECO-TANDEM project.
- 2.7. If the External Tandem Advisor breaches any of his/her obligations under paragraph 2.1., 2.2., 2.4. or 2.5. of this Agreement, SBA is not obliged to pay a financial compensation according to the Article 6 of this Agreement.
- 2.8. The External Tandem Advisor will be requested to provide a Report so far by sending it over email no later than 1 week after the EU ECO-TANDEM project activities pursuant to paragraph 2.4 of this Agreement are concluded. The participation in the Awarding Ceremony in January 2023 will be optional. The costs of participating in the Awarding Ceremony will be borne by the External Tandem Advisor himself.

- 2.9. In case of an audit from the European Commission, focusing on the EU ECO-TANDEM project implementation, the External Tandem Advisor is obliged to provide the EU ECO-TANDEM Consortium with all necessary cooperation, if needed.

3. DURATION

- 3.1. This Agreement shall come into force on the day when it has been signed by both parties. The Agreement is effective on the day following the day of its publication in the Central Register of Contracts maintained by the Government Office of the Slovak Republic, which is available on <http://www.crz.gov.sk/>. SBA is responsible for publishing the Agreement. This Agreement is concluded for definite period until 31. 12. 2022. Termination of this Agreement shall not affect the provisions of Article 2.9. of this Agreement, which shall remain in effect after the termination of this Agreement.

4. IMPARTIALITY

The External Tandem Advisor must perform his/her Cooperation impartially and take all measures to prevent any situation where she/he has an interest that may compromise or be reasonably perceived to compromise his/her ability to cooperate independently and in the public interest (hereinafter referred to as “*conflict of interests*”).

The following situations will automatically be considered as conflict of interests, if she/he:

- 4.1.1. has vested interests in relation to the questions on which she/he is asked to give advice;
- 4.1.2. is linked to an organization which would benefit (directly or indirectly) or be disadvantaged, as a result of the Cooperation of the External Tandem Advisor;
- 4.1.3. is in another situation that compromises his/her ability to cooperate impartially, independently and in the public interest.

In these cases, the External Tandem Advisor must inform the SBA and the EU ECO-TANDEM project Coordinator and as a result, he/she will be excluded from the EU ECO-TANDEM project activities. In case third parties will report potential conflict of interests and these will be further confirmed, the External Tandem Advisor will be excluded from the EU ECO-TANDEM project activities and payment will be suspended or a request of refund will be issued. The refund will be made, no later than 15 calendar days from the written notice of the SBA to the External Tandem Advisor.

- 4.2. The following situation may be considered a conflict of interests if SBA and the EU ECO-TANDEM project Coordinator so decide, in view of the objective circumstances, the available information and the potential risks:
- 4.2.1. any other situation that could cast doubt on the External Tandem Advisor's ability to accomplish the Cooperation impartially,

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independently and in the public interest, or that could reasonably appear to do so in the eyes of an outside third party.

In this case, SBA and the EU ECO-TANDEM project Coordinator may decide to exclude the expert from the EU ECO-TANDEM project activities and, if necessary, to replace him/her. Any payment to the External Tandem Advisor will be suspended or a request of refund will be issued. The refund will be made, no later than 15 calendar days from the written notice of the SBA to the External Tandem Advisor.

5. CONFIRMATIONS

- 5.1. By signing of this Agreement, the External Tandem Advisor confirms that he/she has no affiliations with, or involvement, in any organization or entity with any financial interest (such as honoraria; educational grants; participation in speakers' bureaus; membership, employment, consultancies, stock ownership, or other equity interest; and expert testimony or patent-licensing arrangements), or non-financial interest (such as personal or professional relationships, affiliations, knowledge or beliefs) in the projects or startups or SMEs selected for the matchmaking events.

6. FINANCIAL COMPENSATION

- 6.1. For the Cooperation pursuant to this Agreement, the External Tandem Advisor receives financial compensation of **400,- Euro** as a flat rate for the entire period of the EU ECO-TANDEM project activities pursuant to paragraph 2.4 of this Agreement (hereinafter referred to as "***Financial compensation***").
- 6.2. The Financial compensation shall be in a single instalment within 60 calendar days after the receipt of the Report and the Invoice or receipt issued by the External Tandem Advisor. The Financial compensation shall be subject to the respect of the completion of the tasks detailed in Article 2 of this Agreement and to any other provision stated in this Agreement.
- 6.3. The responsible organization for the Financial compensation distribution and contact point also in terms of the Report preparation is:

Slovak Business Agency

Karadžičova 2
811 09 Bratislava
Slovak Republic
Business ID: 30845301
Tax ID: 2020869279

Contact details:

Ms. Katarína Gavalcová
Telephone: +421 2 20 363 172
Email: gavalcova@sagency.sk



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Ms. Veronika Blizman Servilová
Telephone: +421 2 20 363 373
Email: blizman-servilova@sagency.sk

6.4. Payment will be made by bank transfer to the bank account indicated below:

NAME/SURNAME:
BANK NAME:
BANK ADDRESS:
ACCOUNT NUMBER:
SWIFT/BIC CODE:

7. CONFIDENTIALITY

- 7.1. During the implementation of this Agreement and for five years after the date of the payment, the External Tandem Advisor must keep confidential all data, documents or other material (in any form) that is disclosed (in writing or orally) in connection with the Cooperation under this Agreement (hereinafter referred to as “*confidential information*”). Unless otherwise agreed with SBA and the EU ECO-TANDEM Consortium, the External Tandem Advisor may use confidential information only to implement the Agreement. The External Tandem Advisor must keep the Cooperation under this Agreement strictly confidential, and in particular:
- 7.1.1. not disclose (directly or indirectly) any confidential information, without the prior written approval of SBA and the EU ECO-TANDEM Consortium;
 - 7.1.2. not discuss the External Tandem Advisor Cooperation with others, including other advisors or EU ECO-TANDEM project staff that are not directly involved;
 - 7.1.3. not disclose details on the External Tandem Advisor Cooperation and its outcome, without the prior written approval of SBA and the EU ECO-TANDEM Consortium.
- 7.2. The External Tandem Advisor is responsible for ensuring adequate protection and for returning, erasing or destroying all confidential information after the end of the Cooperation (if so instructed).
- 7.3. If the External Tandem Advisor uses outside sources (for example internet, specialized databases, third party expertise etc.) for the Cooperation, she/he:
- 7.3.1. must respect general rules for using such sources;
 - 7.3.2. must not contact third parties, without prior written approval of the SBA.
- 7.4. The confidentiality obligations no longer apply if:
- 7.4.1. SBA agrees to release the External Tandem Advisor from his/her confidentiality obligations;
 - 7.4.2. the confidential information becomes public through other channels;
 - 7.4.3. disclosure of confidential information is required by law.

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7.5. SBA reserves the right to refuse to pay the Financial compensation (or its part) in case of the External Tandem Advisor's breach of any obligations as provided under paragraph 7.1. of this Agreement. The refusal to pay Financial compensation does not affect the SBA's claim for damages incurred by the breach of the External Tandem Advisor's obligation and the damages are not limited by the amount of the Financial compensation.

7.6. **Therefore, the External Tandem Advisor declares the following:**
I Clyde Hutchinson undertake to treat the documents made available to me as well as all other information about the applicants/participants within the framework of the EU ECO-TANDEM project as confidentially, also beyond my activity as External Tandem Advisor.

8. DATA PROTECTION

- 8.1. At the beginning of the decision-making process, the External Tandem Advisors will be presented on the ECO-TANDEM project website.
- 8.2. By signing of this Agreement, the External Tandem Advisor agrees that his/her name and, if applicable, further information about him/her will be published on the EU ECO-TANDEM project website - www.eu-ecotandem.eu.
- 8.3. By signing this Agreement, the External Tandem Advisor agrees that all provided information and bank details are correct and agrees with processing them for the purpose of the payment.
- 8.4. By signing this Agreement, the External Tandem Advisor declares, that in the case that, as a result of paying the Financial Compensation he/she incurs any obligation under the rules of tax law, he/she will fulfil this obligation himself/herself.

9. COMPETENT AND APPLICABLE LAW

- 9.1. This Agreement is governed by the law of the Slovak Republic. The parties will make an effort to settle any disputes arising from this Agreement out of court.
- 9.2. In case of any dispute on matters under this Agreement, which cannot be resolved by an amicable settlement, it will fall within the jurisdiction of the Courts of the city to resolve the dispute under the law of the Slovak Republic.

10. TERMINATION OF COOPERATION

- 10.1. SBA may terminate this Agreement if the External Tandem Advisor has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to force majeure, after notification of the External Tandem Advisor by registered letter has remained without effect for one month. The notice period is 1 (one) month, which begins on the 1st (first) calendar day



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of the month following the month in which the notice was delivered to the External Tandem Advisor.

11. OTHER PROVISIONS

- 11.1. Any amendments to this Agreement shall be in writing signed by SBA and the External Tandem Advisor.
- 11.2. Should any provision in this Agreement be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case, the parties undertake to replace the ineffective provision with an effective one that comes as close as possible to the purpose of the ineffective one.
- 11.3. 3 (three) original copies will be made of this Agreement; of which 2 (two) originals keep SBA and 1 (one) original keeps the External Tandem Advisor.

Date and Place:

Date and Place:

SBA

Mgr. Martin Holák, PhD.
director-general

The External Tandem Advisor

Clyde Hutchinson