

MANDATUM No. GZ11/05/SŠ-UR/04/24

concluded pursuant to S 724 et seq. of Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter referred to as the "Contract")

Parties to the contract

1. Principal:

Name: Spojená škola, Štúrova 848, Detva
Registered office: Register organizácií (Štatistický úrad SR)
Statutory body: Ing. Ján Melich
ID: 37956205
TAX ID: 2021879266

(hereinafter referred to as "Principal")

and

2. Agent:

Title, first and last name: [REDACTED] Winter
Resident: [REDACTED]
Born: [REDACTED]
ID: [REDACTED]
Account Number: [REDACTED]

(hereinafter referred to as 'Agent')

(the Principal together with the Agent are hereinafter referred to as 'the Parties')

Article I.

Subject matter of the contract

1. By Contract, the Agent undertakes to procure for the Principal some thing or perform some other act.
2. The Agent undertakes to carry out the following one-off activity for the Principal: online expert lecture, webinar "Comparing the education in USA and Slovakia", on 30 April 2024
3. The Agent is obliged to act to the best of his/her abilities and knowledge in the execution of the order. The Agent may deviate from the Principal's instructions only if this is necessary in the interests of the Principal and if he/she cannot obtain the Principal's consent in time; otherwise he/she shall be liable for damages.

Article II.

Reimbursement of the contract

1. The Principal undertakes to pay the Agent the agreed remuneration of EUR 230,00 (in words: two hundred and thirty EUR) for the performance of the activities within the meaning of the subject-matter of this contract.
2. The remuneration shall be payable in one lump sum and shall be paid by transfer from the Principal's account to the Agent's account number specified in the header of this Agreement, after the order has been executed, and no later than 15 days after the order has been executed.
3. The remuneration referred to in paragraph 1 of this Article shall include all costs incurred by the Agent in executing an order under this Agreement, including costs incurred by the Agent in respect of travel, subsistence and other services incurred in connection with the execution of the order.
4. Remuneration is paid gross. The Principal shall not be liable to the Agent for any statutory (levy) or any other obligations on the said income. The Agent shall be obliged to execute the order in person, in accordance with the provisions of this Agreement.
5. The Agent acknowledges that the fulfilment of the tax, levy or any other obligations arising for the Agent from the payment of the remuneration under this Agreement shall be claimed, paid and borne by the Agent, i.e. the Agent shall be responsible for the fulfilment of the tax, levy or any other obligations on this income in accordance with the applicable legislation.
6. If the Agent suffers damage in the amount of the order only by accident, he/she may claim damages only if he/she undertook to execute the order gratuitously; but he/she shall not receive more than would have been due to him/her as customary remuneration if it had been agreed upon.

Article III.

Duration of the contract and method of termination

1. This contract is concluded for a definite period of time, namely on 30.04.2024 at the time according to the programme of the online lecture and webinar " Comparing the education in USA and Slovakia ".

Article IV.

Consent to use the presentation

1. The Agent grants the Principal an exclusive consent (license) to use the presentation for the purpose of education of the pupils of the Spojená škola, Detva.
2. The Agent grants this licence free of charge for an indefinite period of time, without further material, quantitative or other limitation for the purposes set out in paragraph 1.

Article V.

Rights and Obligations of the Parties

1. The Agent shall be entitled to:
 - (a) require from the Principal proper cooperation for the performance of the subject-matter of the Contract, in particular the provision of relevant information and data within reasonable time

limits so as not to delay the performance or jeopardise its quality on the basis of incorrect and irrelevant information and data provided, or because of their provision in delay,

(b) to claim proper payment - remuneration for the provision of the service in the amount and in the manner specified in this contract,

(c) refuse to perform the subject matter of the contract without sanctions if he/she finds that the Principal's requirements are inconsistent with this Contract, with the acknowledgement forming part of this Contract, or inconsistent with applicable law, or the Principal's instructions are beyond the scope of this Contract and are not related to its performance.

2. The Principal shall be entitled to:

(a) to carry out an ongoing inspection of the performance of the subject matter of the contract,

(b) withdraw from the contract if it finds that the Agent is in breach of the terms of the contract or that the Principal's interests are being harmed by his/her performance or that the Agent is in breach of the law and fail to pay the remuneration for the performance of the service.

Article V.

Special Arrangement for the Protection and Confidentiality of Information and Personal Data

1. The Parties agree to protect confidential information relating to the performance of activities under this Agreement. Confidential information means any confidential information and facts which the Principal or the Agent will have in its possession in connection with this Contract and the disclosure (access, publicization) of which to third parties could cause harm to the Principal or to the Agent.

2. Confidential information shall not be or cease to be:

(a) Information that was public knowledge at the time it was disclosed to the Contracting Party;

(b) information which becomes public knowledge after it has been disclosed to the Party, except where that information becomes public knowledge as a result of a breach of the Party's obligations under this Agreement;

(c) information which was demonstrably known to the Party before it was disclosed; and

(d) information which the Party is obliged to communicate to the relevant authorities or other persons under generally applicable law.

3. The Agent undertakes not to use the Confidential Information for purposes other than the proper performance of the activities under this Agreement and to ensure its protection from third parties. The Agent shall be entitled to communicate Confidential Information to a third party only with the prior consent of the Principal, provided that the Principal's consent may be conditional upon the Agent's obligation to bind such third party to treat such information as confidential, at least to the extent provided for in this Agreement.

4. Notwithstanding the provisions of clauses 1 to 3 of this Article of the Contract, the Agent understands that this Contract and the information obtained hereunder, or any other related information, may be subject to the applicable provisions of Act No. 211/2000 Coll. on Free Access to Information and on Amendments and Additions to Certain Acts (Act on Freedom of Information), as amended, and may therefore be subject to the Principal's obligation to disclose or provide it in accordance with this legislation. The Agent acknowledges that the Principal shall disclose and/or make available such information to the extent of its obligations and in the manner required by law.

5. The Parties hereby undertake to observe the obligation of confidentiality under Act No. 18/2018 Coll. on the Protection of Personal Data and on Amendments and Additions to Certain Acts, as amended, which applies to personal data that may come to their attention in the performance of their contractual obligations, in any form (in particular written, electronic, or oral), as well as the obligations imposed on the Parties by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of personal data with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

6. The obligations under this Article of the Contract shall outlast the termination of this Contract for any reason whatsoever.

Article VI.

Final provisions

1. This contract shall enter into force on the date of its signing by both parties and shall come into force on the day following the day of its publication in the Central Register of Contracts /www.crz.gov.sk/ in accordance with § 47a of Act No. 40/1964 Coll. of the Civil Code, as amended, in conjunction with § 5a of Act No. 211/2000 Coll. on Free Access to Information and on Amendments and Additions to Certain Acts (Act on Freedom of Information), as amended.

2. This Agreement is drawn up in two copies, each of which shall be equally valid. Each party shall receive one copy.

3. The provisions of this contract may be amended only by written agreement of the parties in the form of written and numbered amendments to the contract, signed by the parties.

4. When dealing with issues not covered by this contract, the Parties shall be governed by the relevant provisions of the Civil Code as amended and other generally binding regulations in force in the territory of the Slovak Republic.

5. Each of the Parties hereby expressly undertakes that it shall not transfer any rights and obligations (liabilities) arising from this Contract, or any part thereof, to another entity without the prior written consent of the other Party. In the event of a breach of this obligation by one of the Parties, the contract for the transfer (assignment) of the contractual obligations shall be null and void.

6. The Parties declare that they have concluded the Contract on the basis of their true, free and serious will, which they have expressed in a definite and comprehensible manner, they have concluded the Contract in good faith, meritoriously and have not concluded it either in error or under duress, or under oppression or under unfavourable conditions, they have read the Contract, they have understood the contents of the Contract and they sign the Contract with their own handwriting as a sign of their consent to the contents of the Contract.

Detva, on 26.04.2024

Principal:

Spojená škola Detva, Ing. Ján Melich, Director


SPOJENÁ ŠKOLA
Sturova 848
IF2 12 DETVA ②

In Vlm....., on 28.04.24

Agent:



winter