

## Invoice / Інвойс № 1

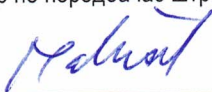
|   |  |
|---|--|
| <b>Date and Place:</b> 17.04.2024, Senica   | <b>Дата та місце:</b> 17.04.2024, м. Сеніца  |
| <b>Supplier (or Project Partner)</b> Voda pre klimu - environmentalne technologic o.z.,<br>Kalinciakova 298/10, 905 01 Senica, Slovakia<br>Org 42157986<br>represented by Ivan Matusek, Chairman  | <b>Виконавець (або Партнер проекту):</b> Вода для клімату – екологічні технології<br>Kalinciakova 298/10, 905 01 Senica, Slovakia<br>Org 42157986<br>В особі Ivan Matusek, голова  |
| <b>Customer (or Project Promoter):</b> National Ecological Centre of Ukraine,<br>01032, Kyiv, Simona Petlyura Street, bldg. 7-9, office 63<br>EDRPOU 14286945<br>represented by Ruslan Havryliuk, Head  | <b>Замовник (або Ініціатор проекту):</b> Національний екологічний центр України<br>Адреса: 01032, м. Київ, вул. Симона Петлюри, 7-9, офіс 63.<br>ЄДРПОУ: 14286945<br>в особі Руслан Гаврилук, голова, що діє на підставі Статуту |
| <b>Subject matter:</b> implementation of the Project "Education for sustainable development: transferring V4 countries' experience for Ukraine's recovery"  | <b>Предмет:</b> реалізація Проекту «Освіта для сталого розвитку: передача досвіду країн V4 для відновлення України»  |
| <b>Currency:</b> EUR  | <b>Валюта:</b> Євро  |
| <b>Price (amount) of the goods/services :</b> 1800.00   | <b>Ціна (загальна вартість) товарів/послуг:</b> 1800.00  |
| <b>Terms of payments and acceptance:</b><br>Postpayment of 100% upon the services delivery. The services being rendered at the location of the Customer.  | <b>Умови оплати та передачі:</b> 100% післяплата за фактом виконання послуг. Послуги надаються за місцем реєстрації Замовника.   |
| <b>Customer Bank information:</b><br>Beneficiary: National Ecological Centre of Ukraine<br>IBAN : <b>UA05380805000000026001195666</b><br>Beneficiary's bank: Raiffeisen Bank Joint Stock Company<br>Leskova str.9, Kyiv, 01011, Ukraine,<br>SWIFT: AVALUAUK | <b>Supplier Bank information:</b><br>Beneficiary: Voda pre klimu - environmentalne technologic o.z.<br>IBAN : <b>SK93 0900 0000 0051 8509 5693</b><br>Beneficiary's bank: Slovenska sporitel'na, a.s.<br>BIC: GIBASKBX           |

| No   | Description/<br>Опис  | Quantity/<br>Кількість | Price, EUR/<br>Ціна, Євро | Amount, EUR /<br>Загальна вартість, Євро |
|--|---|------------------------|---------------------------|--|
| 1  | preparation of educational materials, recording of video lectures, and teaching (Climate change and Climate changes - how to understand it?)<br>підготовка навчальних матеріалів, запис відеолекцій та викладання (Зміна клімату та зміни клімату – як це розуміти?)          | 1                      | 400.00                    | 400.00                                   |
| 2  | preparation of educational materials, recording of video lectures, and teaching (Water scarcity and water supply in conditions of water shortage)<br>підготовка навчальних матеріалів, запис відеолекцій та викладання (Вододефіцит та водопостачання в умовах дефіциту води) | 1                      | 400.00                    | 400.00                                   |
| 3  | Preparation of proposals for adaptation to climate change in the post-war reconstruction of the Carpathian region of Ukraine<br>Підготовка пропозицій щодо адаптації до зміни клімату в післявоєнній відбудові Карпатського регіону України                                   | 1                      | 500.00                    | 500.00                                   |
| 4  | Creating an educational program. Preparation of educational materials on climate change and water management topics<br>Створення освітньої програми. Підготовка навчальних матеріалів на теми зміни клімату та управління водними ресурсами                                   | 1                      | 500.00                    | 500.00                                   |
| Total to pay/ One thousand eight hundred Euro 00 euro cents<br>Усього до сплати: Одна тисяча вісімсот Євро 00 євроцентів |   |                        |                           | 1800.00                                  |

Payment on this account is confirmation of the performance of works and provision of services in full, their acceptance, as well as confirmation of final settlements between the Parties. / Оплата згідно цього Інвойсу одночасно є свідченням виконання робіт та надання послуг в повному обсязі, їх прийняття, а також підтвердженням кінцевих розрахунків між Сторонами.

Payment according hereto shall be also the confirmation that Parties have no claims to each other and have no intention to submit any claims. The agreement shall not include penalty and fine clauses. / Оплата згідно цього Інвойсу є підтвердженням того, що Сторони не мають взаємних претензій та не мають наміру направляти рекламації. Договір не передбачає штрафних санкцій.

Supplier/Виконавець:



(Ivan Matusek)



Voda pre klimu  
- environmentalne technologic o.z.  
Kalinciakova 10 • 905 01 Senica  
IČO: 42157986 • DIČ: 2121687788  
Reg. č. VVS/1-900/90-32956-1 (1)


|   |  |
|---|--|
| <b>Supplier</b> (or Project Partner) Voda pre klimu - environmentalne technologic o.z.,<br>Kalinciakova 298/10, 905 01 Senica, Slovakia<br>Org 42157986<br>represented by Ivan Matusek, Chairman  | <b>Виконавець</b> (або Партнер проекту): Вода для клімату – екологічні технології<br>Kalinciakova 298/10, 905 01 Senica, Slovakia<br>Org 42157986<br>В особі Ivan Matusek, голова  |
| <b>Customer</b> (or Project Promoter): National Ecological Centre of Ukraine,<br>01032, Kyiv, Simona Petlyura Street, bldg. 7-9, office 63<br>EDRPOU 14286945<br>represented by Ruslan Havryliuk, Head  | <b>Замовник</b> (або Ініціатор проекту): Національний екологічний центр України<br>Адреса: 01032, м. Київ, вул. Симона Петлюри, 7-9, офіс 63.<br>ЄДРПОУ: 14286945<br>в особі Руслан Гаврилук, голова, що діє на підставі Статуту |
| <b>Customer Bank information:</b><br>Beneficiary: National Ecological Centre of Ukraine<br>IBAN : <b>UA05380805000000026001195666</b><br>Beneficiary's bank: Raiffeisen Bank Joint Stock Company<br>Leskova str.9, Kyiv, 01011, Ukraine,<br>SWIFT: AVALUAUK | <b>Supplier Bank information:</b><br>Beneficiary: Voda pre klimu - environmentalne technologic o.z.<br>IBAN : <b>SK93 0900 0000 0051 8509 5693</b><br>Beneficiary's bank: Slovenska sporitel'na, a.s.<br>BIC: GIBASKBX           |

**Акт виконаних робіт (послуг) / Act of completed works (services) № 1**

Ми, що нижче підписалися, представник Виконавця і представник Замовника, уклали цей акт про те, що послуги у межах Угоди про партнерство для проектів донорського партнерства з Проекту «Освіта для сталого розвитку: передача досвіду країн V4 для відновлення України» (від 07.02.2024) надані якісно та у визначений термін. Сторони не мають претензій одна до одної. Акт складений у двох примірниках по одному для кожної зі сторін./ We, the undersigned, the representative of the Supplier and the representative of the Customer, have concluded this Act that the services within the framework of framework of Partnership Agreement for donor partnership projects of the implementation of the Project "Education for sustainable development: transfer of experience of V4 countries for the restoration of Ukraine" (at 07.02.2024) are provided with quality and on time. The parties have no claims against each other. The Act is drawn up in two copies, one for each of the parties.

| No  | Description/<br>Опис  | Quantity/<br>Кількість | Price, EUR/<br>Ціна, Євро | Amount, EUR /<br>Загальна<br>вартість, Євро |
|---|---|------------------------|---------------------------|---|
| 1   | preparation of educational materials, recording of video lectures, and teaching (Climate change and Climate changes - how to understand it?)<br>підготовка навчальних матеріалів, запис відеолекцій та викладання (Зміна клімату та зміни клімату – як це розуміти?)          | 1                      | 400.00                    | 400.00                                      |
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| 4   | Creating an educational program. Preparation of educational materials on climate change and water management topics<br>Створення освітньої програми. Підготовка навчальних матеріалів на теми зміни клімату та управління водними ресурсами                                   | 1                      | 500.00                    | 500.00                                      |
| Total to pay/<br>Усього до сплати: One thousand eight hundred Euro 00 euro cents<br>Одна тисяча вісімсот Євро 00 євроцентів |   |                        |                           | 1800.00                                     |

For the Supplier  
Signed in Senica  
on 17.04.2024

 **Voda pre klimu**  
- environmentalne technologic o.z.  
Kalinciakova 10 • 905 01 Senica  
IČO: 42157986 • DIČ: 2121687788  
Reg. č. VVS/1-900/90-32956-1 (1)

Ivan Matusek,  
Chairman  
Voda pre klimu -  
environmentalne technologic o.z.

For the Customer  
Signed in Kyiv  
on 22.04.2024

Ruslan Havryliuk,  
Head

National Ecological Centre of Ukraine

**Partnership Agreement  
for donor partnership projects**

between

Voda pre klímu – environmentálne technológie o.z., hereinafter referred to as the “Project Partner”

Kalinčiakova 298/10, 905 01 Senica, Slovakia

Org 42157986

represented by Ivan Matušek, Chairman

and

National Ecological Centre of Ukraine, hereinafter referred to as the “Project Promoter”

01032, Kyiv, Simona Petlyura Street, bldg. 7-9, office 63

EDRPOU 14286945

represented by Ruslan Havryliuk, Head

hereinafter referred to collectively as the “Parties”

**for the implementation of the Project  
"Education for sustainable development: transferring V4 countries' experience for  
Ukraine's recovery"**

**funded under the International Visegrad Fund**

PREAMBLE:

IT IS AGREED AS FOLLOWS:

**Article 1 – Scope and subject of the agreement**

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the Project.

2. The subject of this Agreement is the provide Project Partner to the Project Promoter of inform consulting services provided for in this Agreement, namely:

- preparation of educational materials, recording of video lectures, and teaching (Climate change and Climate changes - how to understand it?)
- preparation of educational materials, recording of video lectures, and teaching (Water scarcity and water supply in conditions of water shortage)
- Preparation of proposals for adaptation to climate change in the post-war reconstruction of the Carpathian region of Ukraine
- Creating an educational program. Preparation of educational materials on climate change and water management topics

3. The Parties shall act in accordance with the legal framework of the International Visegrad fund. The Parties expressly acknowledge to have access to and to be familiar with the content of the Project Contract.

4. The Project Partner has the right to agreements with third parties, the subject coincides with the subject of this Agreement.

#### **Article 2 – Entry into force and duration**

1. This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force until the Project Partner has discharged in full its obligations towards the Project Promoter as defined in this Agreement, but in any case until 31.05.2024.

#### **Article 3 – Main roles and responsibilities of the Parties**

1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.

2. The Parties shall carry out their respective obligations with efficiency, transparency and diligence. They shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed. They shall act in good faith in all matters and shall, at all times, act in the interest of the Project.

3. The Parties shall make available sufficient and qualified personnel, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws of the respective countries.

4. Whenever in the performance of their assignments under this Agreement the Parties' personnel are on the premises of the other Party, or at any other location in the other Party's country on request of such Party, that Party shall ensure that such premises and locations comply with all applicable national health, safety and environmental laws and standards. The Parties shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to the property of the other Party in connection with the implementation of the Project.

#### **Article 4 – Obligations of the Project Promoter**

1. The Project Promoter is responsible for the overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. 2. The Project Promoter undertakes to, inter alia:

a) ensure the correct and timely implementation of the Project's activities;

b) promptly inform the Project Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the Project's activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;

c) provide the Project Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Project Partner to fulfil its obligations; in cases where such documents, data and information are not in

English, it shall provide an English translation thereof when so requested by the Project Partner;

d) provide the Project Partner with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;

e) consult the Project Partner before submission of any request for amendment of the Project Contract to the Programme Operator that may affect or be of interest for the Project Partner's role, rights and obligations hereunder;

f) transfer to the Project Partner's nominated bank account all payments due by the set deadlines;

g) ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks;

#### **Article 5 – Obligations of the Project Partner**

1. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and stated in the Project Application document.

a) for the proper performance of the Agreement, the Project Partner appoints a specifically selected performer (hereinafter the Performer), agreed with the Project Promoter, from among its employees, namely: Ivan Matusek, Lucia Novakova, Martin Valica, Ladislav Bakay;

b) The Project Partner pays the Performer based on (i) the results of completed tasks, (ii) with confirmation of their completion from the Project Promoter, and (iii) in accordance with own financial rules (i.e. of the Project Partner).

2. In addition to the above obligations, the Project Partner shall:

a) promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;

b) provide the Project Promoter with all information necessary for the preparation of any reports within the deadlines and according to the reporting forms set by the Project Promoter;

c) immediately inform the Project Promoter of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of implementation of the Project;

d) keep all supporting documents regarding the Project, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals on commonly accepted data carriers, for at least no less than 5 years from the approval of the final programme report;

e) provide any bodies carrying out mid-term or ex-post evaluations of the Project, as well as any monitoring, audits and on the spot verifications on behalf of the donor any document or information necessary to assist with the evaluation;

## **Article 6 – Financial management and payment arrangements**

1. The Project Partner fee is 1800 EUR (one thousand eight hundred euros).
2. All amounts shall be denominated in EUR.
3. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in EUR, identified as follows:

Account Holder: Voda pre klímu – environmentálne technológie o.z.

Account Number: 5185095693/0900

BANK: Slovenská sporiteľňa, a.s.

BIC: GIBASKBX

IBAN: SK93 0900 0000 0051 8509 5693

4. Payments shall be deemed to have been made on the date on which the Project Promoter's account is debited.

## **Article 7 – Proof of expenditure**

1. Costs incurred by the Project Partner shall be supported by invoices or alternatively by accounting documents of equivalent probative value.
2. Proof of expenditure shall be provided by the Project Partner to the Project Promoter to the extent necessary for the Project Promoter to comply with its obligations to the Project.

## **Article 8 – Procurement**

1. National and EU law on procurement shall be complied with by the Parties at any level in the implementation of the Project.
2. The applicable procurement law is the law of the country in which the procurement is being carried out.

## **Article 9 - Confidentiality**

Any confidential information obtained throughout the completion of the Project shall not be shared by the parties.

## **Article 10 - Intellectual property rights**

All deliverables provided by the Partner for the Project shall be made freely available. Methodologies, software, technical documents or any other technological tools created throughout the Project's completion by the Partner are to remain under the sole ownership of the Partner.

## **Article 11 - Liability**

1. Project Partner is in relation to the Project Promoter fully liable for the implementation of parts of the Project assigned to him according to this Agreement and is liable towards them for the breach of duties according to this Agreement.

2. The Parties hereby declare that they are aware that according to the Project Contract the breach of obligation stated in this Agreement by any of the Parties causes the occurrence of Irregularity in the Project.

#### **Article 12 – Termination**

1. Termination for convenience by either Party

In case of misconduct the partnership can be dissolved. Termination for convenience by either party can only occur when in case this possibility is also deemed appropriate by the fund operator.

2. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations at least 30 (thirty) days after the other Party received, from the Project Promoter, a formal notification that shall include clear evidence that the other Party did not fulfil its obligations under this Agreement or under the Project Contract.

3. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

4. In case of termination of this Agreement on behalf of the Project Promoter, the Project Promoter shall pay the Project Partner the remaining amount of the budget allocated to activities that had started before the termination of this Agreement.

#### **Article 13 – Amendments**

1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties.

#### **Article 14 – Severability**

1. If any provision of this Agreement (or part of any provision) is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

2. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the Parties' original intent.

#### **Article 15 – Notices and language**

1. All notices and other communications between the Parties shall be made in writing and be sent to the following addresses:

For the Project Partner:

Email: [ivanmatusek30@gmail.com](mailto:ivanmatusek30@gmail.com) Tel +421 917 325 597

For the Project Promoter:

Email: [info@necu.org.ua](mailto:info@necu.org.ua) Tel: +380442274221

2. The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.

**Article 16 – Governing law and settlement of disputes**

1. The construction, validity and performance of this Agreement shall be governed by the laws of the Ukraine.

2. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.

This Agreement has been prepared in two originals, of which each Party has received one.

Annex 1: Project Contract.

For the Project Partner

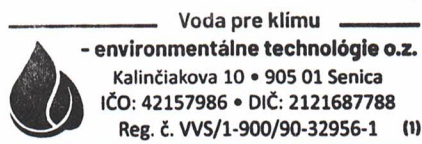
Signed in Trnava

on 05 January 2024

For the Project Promoter

Signed in Kyiv

on 07 January 2024



Ivan Matušek  
Chairman  
Voda pre klímu  
– environmentálne technológie o.z.

Ruslan Havryliuk,  
Head  
National Ecological Centre of Ukraine