

# Agency Contract concerning Mobility Services in connection with Erasmus+ Project Nr. 2021-1-SK01-KA121-VET-000006143

entered into by and between on the one hand

**Stredná odborná škola techniky, služieb a obchodu - Múszaki, Szolgáltatások és Kereskedelmi Szakközépiskola, Sv. Štefana 81, Štúrovo**  
Seat: Sv. Štefana 81, 943 03 Štúrovo, Slovakia  
Registration number (identification number): 00 891908,  
Tax number: 2021074187,  
Represented by: Ing. František Valko  
as Client

on the other hand

**Kiitos Consulting Kft.**  
Seat: 1061 Budapest Paulay Ede utca 39, Hungary  
Registration number: 01-09-410426,  
Tax number: HU32176438,  
Represented by: Sándor Attila  
as Contractor

on this day at the terms and conditions below.

## 1. Definitions

1.1. The definitions regarding the present Agency Contract are included in Annex 1.

## 2. Subject of the Agreement, general provisions

- 2.1. Client assigns the Contractor to provide mobility tasks defined in section 4.1. of the Project related to the Mobility Services, for which Contractor is entitled for agency fee.
- 2.2. Parties agree to mutually cooperate with each other and to meet the deadlines strictly as it is a precondition to the Project's successful fulfilment and to notify the other Party regarding any emerging concerns.

## 3. Rights and obligations of the Client

- 3.1. The Client's obligation to provide information and documents related to the fulfilment of the Mobility Services is the following.
  - 3.1.1. Forwarding of the list which includes the participants' names and professional group, 10 days before of the planned date of the Mobility at the latest;
  - 3.1.2. Forwarding of the following data of the participants before 5 days of the planned date of the Mobility at the latest: name, address, contact address, place and date of birth, social security number, ID number, sex, phone number, e-mail address, data of parents or legal representative;

- 3.1.3. Providing other mobility information and documents requested by the Contractor within 5 days from the notification of the Contractor, in particular: application forms, food and other allergy information, group sheet, mobility information form.
  - 3.2. Client is obliged to pay the Agency Fee for the fulfillment of the Mobility Services as it is specified in section 5.1. of the Agency Contract.
  - 3.3. Client is entitled to request information from the Contractor about the status of the Mobility Services. Contractor is obliged to provide the requested information within 5 working days at the latest.
- 4. Rights and obligations of the Contractor**
  - 4.1. In case the Client has fulfilled its obligation to pay the Agency Fee according to section 5.1. and if the obligations specified in Section 3.1. have been fulfilled, then Contractor is obliged to perform the Mobility Services, which are the following:
    - 4.1.1. The planned date of the Mobility (start and end date): 05.03.2023-25.03.2023 The length of the Mobility cannot be changed. However, the start and end dates may be unilaterally changed by the Client for a major cause by a maximum of 2-3 days.
    - 4.1.2. The planned location of the Mobility: Hungary, Budapest
    - 4.1.3. Number of Participants: 7 students, 1 accompanying person.
  - 4.2. The Mobility Services related to the mobility program specified in section 4.1. are the following.
    - 4.2.1. Providing vocational training in the following area: car mechanic, building engineering, duration of the vocational training: 21 days;
    - 4.2.2. Ensuring the travel back and forth to the location of the mobility by the following means of transport: rented bus
    - 4.2.3. Providing the following meal package for the duration of the mobility program: breakfast;
    - 4.2.4. Providing accommodation that meets at least the following conditions: 2-3-4-6 bedded rooms;
    - 4.2.5. Organizing and conducting the following cultural programs: 2 cultural programmes/mobility period;
    - 4.2.6. Other Mobility Services:
      - 4.2.6.1. providing transportation at the mobility program site;
  - 4.3. Taking into account that Client transfers personal data to Contractor in order to fulfil the provisions specified in 4.1. and 4.2., Parties shall conclude a contract relating to the data processing and data controlling based on section 28 of the GDPR, which is in Annex 3 of present Agency Contract.
  - 4.4. The Contractor is obliged to inform the Client about the status of the tasks and its activity by request, or when it is necessary without any request.

- 4.5. Contractor is entitled to request information and data from the Client, which are necessary to fulfil the Mobility Services. Client is obliged to provide the requested information and data within 5 working days at last. If the Client does not provide the necessary information and data in time, the delay of the Client excludes the simultaneous delay of the Contractor and the deadlines for the Contractor shall be extended by the duration of the delay.
- 4.6. The total liability of the Contractor regarding the fulfilment of the present Agency Contract shall not exceed the 50% of the amount of Agency Fee that has been already been paid.

## **5. Agency Fee and invoicing**

- 5.1. Client is obliged to pay the Agency Fee to the Contractor via bank transfer to its Bank account, until the **Transfer Day** at last.
  - 5.1.1. If the Client falls into delay with its obligation specified in section 5.1. for maximum 15 days, it is obliged to pay 15% of the Agency Fee for the Contractor as penalty for the delay in addition to the Agency Fee.
  - 5.1.2. If the Client falls into delay with its obligations specified in section 5.1. more than 3 but not more than 30 days, it is obliged to pay 30% of the Agency Fee for the Contractor as penalty for delay in addition to the Agency Fee.
  - 5.1.3. If the Client falls into delay with its obligation specified in section 5.1. for more than 30 days, the Contractor is entitled to rescind the present Agency Contract through a written statement. In that case Client is obliged to pay 100% of the Agency Fee as cancellation penalty to Contractor (that is Contractor is not obliged to refund any amount of the Agency Fee to Client).
  - 5.1.4. Contractor is obliged to fulfil its obligations according to the present Agency Contract only if the Agency Fee and– if there is any delay – the penalty for the delay has been paid. If Client falls into delay with the payment that excludes the Contractor's delay.
- 5.2. Contractor is obliged to issue an invoice about the Agency Fee for Client, after signing the present Agency Contract but 5 days before the Transfer Day at the latest. Parties agree that Contractor is entitled to issue its invoice through electronic invoice system.
- 5.3. The amount of the Agency Fee or the part of the Agency Fee shall only be refund to Client if the Project specified in 4.1 is being cancelled due to the imputable activities of the Contractor.

## **6. Force Majeure**

- 6.1. Neither Party is liable or falls into default or breaches the Contract if it cannot perform its obligation due to Force Majeure Event.
- 6.2. Parties stipulate that the following extraordinary, unforeseeable and unavoidable events that occur after the signature of present Agency Contract and that are making the performance impossible, which are not attributable to either Party's conduct, shall be

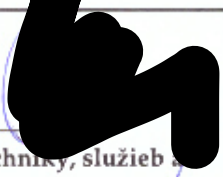


considered as Force Majeure Events, especially but not exclusively: state of emergency, strike, war, revolution, act of terrorism, natural disaster, fire, flood, epidemic, quarantine restriction, transportation embargo.

- 6.3. In case of Force Majeure Event the affected Party shall immediately notify the other Party (if the Force Majeure Event does not prevent it from that) and shall take all reasonable actions to fulfil its obligations. Parties shall consult with each other about the consequences of Force Majeure and If it is possible set out the Project, maintain in 4.1 at a different time. If the Contractor has certified expenses regarding the cancelled Project, Client is obliged to pay it to the Contractor, within 8 days after certification.
  - 6.4. In the event of Force Majeure circumstances, that render the fulfilment of the Project defined in 4.1 impossible, Parties agree that, if the Force Majeure event occurs before the Transfer Day, the Contractor shall not entitled to Agency Fee, if the Force Majeure event causing the impossibility occurs within 30 days after Transfer day, Contractor shall keep 50% of the Agency Fee and pay back the other 50% to Client. If the Force Majeure event causing the impossibility occurs more than 30 days after Transfer day, Contractor is entitled to keep all the 100% of the Agency Fee.
- 7. Agency Contract's effect, amendment and termination**
- 7.1. Present Agency Contract enters into force by the execution of both Parties and shall remain in force for fixed-term until the fulfilment of the Project.
  - 7.2. Present Agency Contract terminates:
    - 7.2.1. With the expiry of fixed-term;
    - 7.2.2. With the Parties mutual agreement;
    - 7.2.3. With the written withdrawal of Contractor specified in section 5.1.3.;
    - 7.2.4. In case of serious breach of present contract, with the other Party's written termination with immediate effect. In particular the following events shall be defined as serious breach of contract:
      - 7.2.4.1. bankruptcy proceeding against the Party, or involuntary bankruptcy proceeding based on final judicial decision, cancellation of tax number, winding up-proceeding starts against the Party, cessation of company by the Company Registration Court, deregistration of the company starts, or dissolution of the Party without legal successor;
      - 7.2.4.2. in case either Party breaches his/her obligation of secrecy based on the laws or on the present Agency Contract.
  - 7.2.5. Any modification of the present Agency Contract is valid exclusively in writing and if duly signed by both parties. Also any waiver of right is valid exclusively in written form.
  - 7.2.6. After the termination of present Agency Contract for any reason Parties shall settle accounts within 8 days from the date of termination, taking into account section 5.3. of present Agency Contract.

## 8. Other provisions

- 8.1. Any notification in connection with the present Agency Contract is valid exclusively in writing. A notification shall be considered as being in written form if it is an e-mail or certified mail sent to the address set forth in Annex 2. Parties are obliged to send a receipt e-mail within 2 workdays at the latest after receiving an e-mail from the other party.
- 8.2. The legal statements in connection with the present Agency Contract shall be considered served upon delivery to the Party concerned or the person authorized to receive it. In addition to what is contained in the present sentence where a legal statement is dispatched in the form of certified mail with return receipt according to the legislation on postal services, it shall be considered served,
  - 8.2.1. if the Party concerned or the authorized recipient refused to receive the consignment, or if delivery to the address set forth in Annex 2 failed and the consignment is returned marked addressee unavailable or address unknown, on the day when delivery was attempted,
  - 8.2.2. in all other cases, on the fifth working day following the day when delivery was attempted without success or following the day when the notice was posted to the address designated in Annex 2.
- 8.3. Parties state that they are under the obligation of secrecy in connection with all the information regarding the present Agency Contract, received during the preliminary reconciliation, as well as during the fulfilment of the obligations. The obligation of secrecy does not cover the information to the Contractor granted by each Party or both Parties.
- 8.4. Should any provision of the present Agency Contract prove to be invalid or could not be enforced in any respect, it will not affect the other provisions of the Agency Contract. In such a case the Parties are obliged to replace the respective provision by a new, legal and enforceable provision, the consequence and business aim of which is identical with or comes closest to the invalid or unenforceable provision.
- 8.5. The issues not regulated in the present Agency Contract shall be governed by Hungarian Law – except the rules of international private law-, especially the Civil Code. Parties explicitly exclude the application of Section 6:63 (5) of the Civil Code.
- 8.6. All disputes arising under the present Agency Contract which falls into the jurisdiction of district courts shall be submitted to the exclusive jurisdiction of Central District Court of Buda.

Dated: Budapest, 20. 02. 2023

<p> Stredná odborná škola techniky, služieb a obchodu - Műszaki, Szolgáltatások és Kereskedelmi Szakközépiskola, Sv. Štefana 81, Štúrovo Represented by: Ing. František Valko Client</p>	<p> Kitos Consulting Kft. Represented by: Sándor Varga Contractor </p>
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Annexes:

Annex 1: Definitions

Annex 2: Contact information

Annex 3: Data Processing Agreement

# Annex 1

## Definitions

Parties: collective denomination of Client and Contractor

Party: either Client or Contractor depends on the context.

GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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).

Agency Contract: present Contract concerning Mobility Services concluded by the Parties.

Client: Name of the Institution: **Stredná odborná škola techniky, služieb a obchodu - Múszaki, Szolgáltatások és Kereskedelmi Szakközépiskola, Sv. Štefana 81, Štúrovo**, Seat: Sv. Štefana 81, 943 03 Štúrovo, Slovakia, Registration number (identification number): 00 891908.

Contractor:: **Kiitos Consulting Kft.**, Seat: 1061 Budapest Paulay Ede utca 39, Hungary, Registration number: 01-09-410426).

Mobility Services: The services enlisted in Section 4.2. of the present Contract.

Agency Fee: Fee for the Mobility Services, which amount is gross **9 803,88 EUR**, that is nine thousand eight hundred and three Euros and eighty-eight Cents.

Bank account: Contractor's bank account, IBAN: HU39 1176 3093 2719 9880 0000 0000 , SWIFT: OTPVHUHB

Tender: mobility tender submitted by the Client.

Project: Erasmus + mobility project under Nr. **2021-1-SK01-KA121-VET-000006143**.

Participants: The collective denomination of students and accompanying person.

Transfer Day: 5 days prior to the starting date specified in section 4.1.1. of the mobility program.

## **Annex Nr. 2**

### **Contact points**

Notices of the Parties relating to this Contract shall be deemed to have been made in writing and valid, if they are addressed to the following contact points in a verifiable manner.

**Client:**

**Stredná odborná škola techniky, služieb a obchodu - Múszaki, Szolgáltatások és Kereskedelmi Szakközépiskola, Sv. Štefana 81, Štúrovo**

Seat: Sv. Štefana 81, 943 03 Štúrovo, Slovakia

E-mail: sossturovo@gmail.com

**Contractor:**

**Kiitos Consulting Kft.**

Mailbox address: 6701 Szeged, Pf. 940/1, Hungary

E-mail: andrea@meout.org



## Annex 3

# Data Processing Agreement

(hereinafter: „**Data Processing Agreement**“) entered into by and between on the one hand

**Stredná odborná škola techniky, služieb a obchodu - Műszaki, Szolgáltatások és Kereskedelmi**

**Szakközépiskola, Sv. Štefana 81, Štúrovo**

Seat: Sv. Štefana 81, 943 03 Štúrovo, Slovakia

Registration number (identification number): 00 891908,

Tax number: 2021074187,

Represented by: Ing. František Valko

as data controller (hereinafter: “**Data Controller**“)

on the other hand

**Kiitos Consulting Kft.**

Seat: 1061 Budapest Paulay Ede utca 39, Hungary

Registration number: 01-09-410426,

Tax number: HU32176438,

Represented by: Sándor Attila

Contractor as data processor (hereinafter: “**Data Processor**“)

(Data Controller and Data Processor hereinafter collectively: „**Parties**“)

on this day, at the terms and conditions below.

### *Preamble*

*Parties stipulate that Data Controller and Data Processor have concluded an Agency Contract (hereinafter:*

*„**Contract**“) on 20.02.2023 to provide Mobility Services in connection with Erasmus+ Project Nr.*

***2021-1-SK01-KA121-VET-000006143**, for which to be fulfilled it is essential that the Data Controller transfers certain data to Data Processor.*

*The Parties enter into present Data Processing Agreement in accordance with Article 28 of the GDPR and, additionally, with regard to matters not regulated by GDPR or data processing not covered by the GDPR, the Hungarian Privacy Act and other sectoral legislation concerning data processing.*

### **1. Subject of the Contract**

- 1.1. The Data Controller hereby gives mandate to the Data Processor to process the personal data specified in Section 5, known to or obtained by the Data Processor (hereinafter: “**Data Affected by Data Processing**“) in line with the terms and conditions of present Data Processing Agreement (hereinafter: “**Data Processing Agreement**“).
- 1.2. The Parties agree that with prior approval of the Data Controller, the Data Processor is entitled to use any further data processor. If the Data Processor uses the services of any additional data processor for certain specific data management activities performed on behalf of the Data Controller, the data protection obligations set forth in present Data Processing Agreement shall be applied to the additional data processor. If the

additional data processor fails to fulfil the data protection obligations, the entrusting Data Processor shall be fully liable to the Data Controller for the fulfilment of the additional data processor's obligation.

- 1.3. The Parties stipulate that the Data Controller gives mandate to the Data Processor by signing the present Data Processing Agreement regarding the data specified in Section 5, which shall be used by the Data Processor only to the extent necessary for the performance of the Contract.
- 1.4. In order to perform the tasks included in the Contract, it is essential to conclude present Data Processing Agreement. In this regard, the Parties agree that the Data Processor is not entitled to any further consideration, fee or reimbursement for the performance of the data processing, as the remuneration defined in the Contract already includes the remuneration for the Data Processing.

## **2. The duration of Data Processing**

- 2.1. Present Data Processing Agreement shall enter into force on the day of the execution by both Parties.
- 2.2. The Parties state that the data processing is a regular activity, carried out by the Data Processor from the time of the Contract entering into force as long as the Contract remains in force or until it may be controlled by the Mobility Monitoring Body.
- 2.3. Upon termination of present Data Processing Agreement, the Data Processor shall, at the discretion of the Data Controller, delete or return all personal data to the Data Controller and delete existing copies, unless European Union or Member State law orders to store personal data.

## **3. Rights and obligations of the Parties**

- 3.1. The Data Controller is obliged to comply with all legal provision regarding data processing, in particular, to ensure the lawfulness of Data Affected by Data Processing transmitted to the Data Processor. The Data Controller is obliged to plan and perform data management and data processing operations in a form to ensure the protection of the privacy of data subjects.
- 3.2. The Data Controller in accordance with its legal obligation shall provide the data subjects all information regarding its procedure, especially informing them about using data processor(s).
- 3.3. The Data Controller is entitled to control the performance of the Data Processor in connection with the activity laid out in the Data Processing Agreement.
- 3.4. The Data Controller is entitled to give written instructions to the Data Processor regarding the Data Processing. The Data Controller is liable for the lawfulness of the instruction, however, the Data Processor is obliged to notify the Data Controller if the instruction is illegal or unprofessional.
- 3.5. The Data Processor is obliged to comply with the provisions of GDPR, the Privacy Act, and all provisions of other legal regulations concerning data management as well as the instructions of the Data Controller.

- 3.6. The Data Processor shall perform data processing activities based on written instructions of the Data Controller, shall not make a substantive decision concerning data management, and the Data Processor is not entitled to determine the purpose of data management or to use the data for different purposes.
- 3.7. The Data Processor is obliged to ensure the security of the data during the data processing, to make all the technical and organizational measures, and to establish the procedural rules necessary to enforce the data protection rules, in particular the data security measures established in Article 32 of GDPR.
- 3.8. The Data Processor declares and warrants that the Data Affected by the Data Processing can be accessed by the employees performing their duties as data processors only and by those working in other legal relationships (hereinafter "employee") and only in the case(s) and to the extent that is absolutely essential for operations with processed data.
- 3.9. The Data Processor shall assist the Data Controller with proper technical and organizational measures so as to enable the Data Controller to complete its obligations with regard to responding the requests related to the exercise of the rights of the data subjects.
- 3.10. Regarding the data processing operations performed at the request of the Data Controller, if required, the Data Processor shall cooperate in the audit of the Data Controller's activities by third parties.
- 3.11. The Data Processor is obliged to cooperate with the Data Controller during any official inspections and verification of legal compliance.
- 3.12. The processing of personal data by the Data Processor shall only take place at a location supervised by the Data Processor. The Data Processor is obliged to inform the Data Controller about the locations of data processing and about any changes that have taken place.
- 3.13. If the Data Processor becomes aware of any data protection incident, the Data Processor shall notify the Data Controller without any delay, but at latest within 24 hours, and shall cooperate fully in tackling the problem as soon as reasonably practicable.

#### **4. Other provisions**

- 4.1. For confidentiality, Section 8.3 of the Contract shall be applied.
- 4.2. The Parties shall immediately notify each other in writing of any circumstances that delay or obstruct the efficiency of the Data Processing or the performance of this Data Processing Agreement. If either Party falls into default with its obligation, the defaulting Party shall bear all the detrimental consequences of its default.
- 4.3. The Parties agree that notices related to this Data Processing Agreement are valid only in writing. Written notification shall be deemed to be an electronic mail sent to the contact points specified in Annex 2 to the Contract and a postal item with a return receipt.

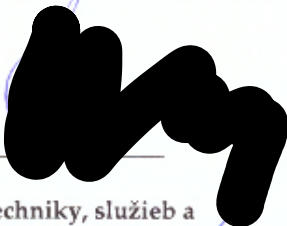
- 4.4. Any amendments to present Data Processing Agreement shall be valid only in writing and duly signed by both Parties. The waiver of any right shall also be valid only in written form.
- 4.5. In matters not regulated in this Data Processing Agreement, the Parties intend to apply the rules of the GDPR and Hungarian law, and the provisions of the Contract.
- 4.6. The Parties stipulate the exclusive jurisdiction of the Buda Central District Court in matters within the jurisdiction of the district courts in the event of any future legal disputes arising from this Data Processing Agreement.

#### 5. Data Affected by Data Processing

	Data Affected by Data Processing
<b>Personal data affected by data processing</b>	name, address, contact address, place and date of birth, social security number, ID number, sex, phone number, e-mail address, data of parents or legal representative
Purpose of data management	Effective implementation of the Project specified in the Agreement for Mobility Services and performance of related administrative tasks
Legal basis of data management	Article 6 (1) a) of the GDPR - the consent of the data subject,
Scheduled data management time	Period of Project Implementation and Project Monitoring
<b>Categories of the data subjects</b>	Students and teachers involved in travelling
Location of data storage	Kiitos Consulting Kft. 1061 Budapest Paulay Ede utca 39, Hungary
Method of data storage	Google Drive
Right to access	Data Processor

Having read and explained it, the Parties have signed this Data Processing Agreement and they have approved it as being in full conformity with their intentions.

Budapest, 20. 02. 2023.

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**Stredná odborná škola techniky, služieb a obchodu - Múszaki, Szolgáltatások és Kereskedelmi Szakközépiskola, Sv. Štefana 81, Štúrovo**

Represented by: Ing. František Valko  
 Client  
 Data Controller

\_\_\_\_\_  
  
**Kiitos Consulting Kft.**  
 Represented by: Sándor Attila  
 Contractor  
 Data Processor

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