European
Investment
Bank

AMENDMENT No 1 TO CONTRACT FOR A PROJECT DEVELOPMENT SERVICES WITH CONTRACT NUMBER ELENA-2012-044

between

EUROPEAN INVESTMENT BANK

and

PRESOV SELF GOVERNING REGION

AMENDMENT AGREEMENT

THIS AGREEMENT is dated 02 October 2017 and enters into force upon signature.

PARTIES

(1) **European Investment Bank** (hereinafter referred to as "**EIB**" or the "**Bank**") established at 98-100, boulevard Konrad Adenauer, L-2950 Luxembourg, Grand Duchy of Luxembourg, represented for the purposes of signature of this agreement by Mr François Trévoux, Director, and Ms Sonja Malkki, Head of Division, and

(2) **Prešov Self-Governing Region** (hereinafter referred to as "the Final Beneficiary"), established at Námestie Mieru 2, 080 01 Prešov, Slovakia represented for the purposes of signature of this contract by Mr František Barnáš, Head of Department.

EIB and the Final Beneficiary shall be individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

(A) EIB and the Final Beneficiary respectively signed on 18th December 2014 a contract for project development services – contract number ELENA-2012-044 relating to the implementation of Project Development Services in the Project Sustainable Energy in Prešov Region (SEPR).

(B) The parties hereto wish to amend the Contract on the terms and in the manner set out in this agreement (the "**Agreement**").

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined in the Contract shall have the same meaning when used in this Agreement, unless defined below.

1.2 The rules of interpretation of the Contract shall apply to this Agreement.

1.3 Unless the context otherwise requires, references in the Contract to "this Contract" shall be to the Contract as amended by this Agreement.

2. AMENDMENTS

The following amendments are made to the Contract:

2.1 ARTICLE I.2 — DURATION:

"The Contract shall enter into force on 1 January 2015, following the signature of the two parties and its publication on the Final Beneficiary's website. The Contract shall remain in full force and effect for three years, unless terminated earlier in accordance with Article 11.8."

Is deleted and replaced by the following hereto.

"The Contract shall enter into force on 1 January 2015, following the signature of the two parties and its publication on the Final Beneficiary's website. The Contract shall remain in full force and effect for four years, unless terminated earlier in accordance with Article 11.8."

2.2 TECHNICAL IMPLEMENTATION REPORTS

In accordance with article I.6.1 and Annex IV of the contract, the beneficiary will continue to submit bi-annual progress reports: at month 6+1, (month 12+1 and month 18+1 are merged with interim report); at month 24+1, month 30+1, month 36+1 and month 42+1). The final report on implementation of project development service is due in month 48+1 and will cover the whole project duration.

Items 2 and 3 of Annex IV are replaced as follows:

2 – Regular reporting on the project's implementation
The Beneficiary shall inform the Bank of any significant changes in the cost, timing or definition of the work programme activities.

Report / Information	Deadline	Frequency of reporting
Inception report – detailed work programme *(Refer to template A.1 below)*	*Due after three months, to be delivered one month later (3+1)*	*Once*
Bi-annual progress reports *(Refer to template A.2 below)*	*Covering the last six months from project start, to be delivered one month later (6+1; 12+1;18+1 merged with interim report; 24+1, 30+1, 36+1 and 42+1)*	*Bi-annually*
Interim report *(Refer for template to A.3 below, should reflect the actual cost and results of project advancement)*	*Due in month 18+1 covering the whole project duration since start*	*Once*

3 - Final report on implementation of project development service

The Beneficiary shall deliver to the Bank the following information on project completion and possible initial operations at the latest by the deadline indicated below.

Document / Information	Date of delivery to the Bank
Information to be provided by chronologically, according to the form presented in Appendices A.4. This information should reflect the actual costs and results of the projects.	*Due in month 48+1 Covering the whole project duration*

3. DISPUTE RESOLUTION AND APPLICABLE LAW

3.1 Any dispute between the parties as to the interpretation, application, or performance of this Agreement, including its existence, validity or termination, not settled amicably shall be submitted to the jurisdiction of the Court of Justice of the European Union.

3.2 This Agreement is governed by EU law.

This Agreement has been entered into on the date stated at the beginning of it.

European Investment Bank

Date: 31/10/2017

v. r.

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Francois Trevoux

v. r.

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Sonja Malkki
Head of Divison

Prešov Self-Governing Regio
(Final Beneficiary)

Date: 24-10-2017

v. r.

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Peter Chudík
President of the Prešov

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Tento dodatok bol zverejnený dňa: 07.11.2017

Tento dodatok nadobúda účinnosť dňa: 08.11.2017