

**European  
Investment  
Bank**

**AMENDMENT No 2 TO CONTRACT FOR A PROJECT  
DEVELOPMENT SERVICES WITH CONTRACT NUMBER  
ELENA-2013-046**

**between**

**EUROPEAN INVESTMENT BANK**

**and**

**THE CAPITAL CITY OF THE SLOVAK REPUBLIC BRATISLAVA**

## AMENDMENT AGREEMENT

**THIS AGREEMENT** is dated 29 November 2019 and enters into force on the date mentioned at its ultimate provision.

### 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. Ralf Goldmann, Head of Division and Ms. Sonja Malkki, Head of Division, and
- (2) **The Capital City of the Slovak Republic Bratislava** (hereinafter referred to as the "**Final Beneficiary**") established at Primaciálne nám. 1, 814 99 Bratislava, Slovakia, represented for the purposes of signature of this agreement by Ing. Matúš Vallo, Mayor.

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 signed on 26 November 2015 a contract for project development services - contract number ELENA-2013-046 - relating to the implementation of Project Development Services in the Project ""Energy Efficiency Programme for Buildings and Facilities of Bratislava" (EE Bratislava)" in the framework of the Elena Facility (the "**Contract**"), which was amended by the Parties under the amendment n°1 signed on 17 October 2018 by the EIB and on 5 October 2018 by the Final Beneficiary,
- (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 the "Contract" shall be to the Contract as amended by this Agreement.

**AMENDMENTS**

The following amendments are made to the Contract;

**2.**

**2.1** Article 1.2 of the Contract - Duration:

*"The contract shall enter into force on the day following its signature by the 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."*

is deleted and replaced by the following hereto:

*"The contract shall enter into force on the day following its signature by the parties and its publication on the Final Beneficiary's website. The Contract shall remain in full force until 31 March 2020, unless terminated earlier in accordance with Article 11.8. "*

**2.2** Annex IV of the Contract is amended as per the provisions of Annex I of the present Agreement.

**3 APPLICABLE LAW AND DISPUTE RESOLUTION**

**3.1** This Agreement is governed by its terms, the terms of the Contract and by EU law.

**3.2** 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.

This Agreement shall enter into force on the date that is signed by the last contracting party.

**European Investment Bank**

**The Capital City of the Slovak Republic Bratislava**  
(Final Beneficiary)

Date:

**17.11**

/s/ Sonja Malkki Head of  
Division

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iy/r^ Sonja Malkki  
Head of Division



## Annex I

Sections 2 and 3 of Annex IV of the Contract are deleted and replaced by the following hereto:

### “2 - Regular reporting on the implementation of the Project Development Services

The Beneficiary shall inform the Bank of any significant changes in the cost, timing or definition of the work programme activities.

Document Type	Time Period to be covered	Information to be provided	Deadline (due)
Naming Convention			
<b>Inception Report</b> INCEPREP	From contract starting date to end of month 3	A detailed work programme of the PDS <i>(Refer to template in A.1 below)</i>	<i>three months (3) after contract starting date</i>
Progress Report 1 PR 1	From contract starting date to end of month 6	<i>(Refer to templates in A.2 below)</i>	<i>at month 7(6+1) after contract starting date</i>
Progress Report 2 PR 2	From contract starting date to end of month 12	<i>(Refer to templates in A.2 below)</i>	<i>at month 13 (12+1) after contract starting date</i>
<b>Interim Report</b> (i.e. Progress Report 3) INTERIMREP	<b>From contract starting date to end of month 18</b>	should reflect the actual costs, details and results of PDS <i>(Refer to templates in A.3 below)</i>	<i>at month 19 (18+1) after contract starting date</i>
Progress Report 4 PR 4	From contract starting date to end of month 24	<i>(Refer to templates in A.2 below)</i>	<i>at month 25 (24+1) after contract starting date</i>
Progress Report 5 PR 5	From contract starting date to end of month 30	<i>(Refer to templates in A.2 below)</i>	<i>at month 31 (30+1) after contract starting date</i>
Progress Report 6 PR 6	From contract starting date to end of month 36	<i>(Refer to templates in A.2 below)</i>	<i>at month 37 (36+1) after contract starting date</i>
Progress Report 7 PR 7	From contract starting date to end of month 42	<i>(Refer to templates in A.2 below)</i>	<i>at month 43 (42+1) after contract starting date</i>
Progress Report 8 PR 8	From contract starting date to end of month 48	<i>(Refer to templates in A.2 below)</i>	<i>at month 49 (48+1) after contract starting date</i>

### 3 - Final Report on implementation of the Project Development Services

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

Document Type	Time Period to be covered	Information	Deadline
Naming Convention			
Final Report FINALREP	<b>From contract starting date to end of month 51</b> <i>(the whole PDS duration)</i>	This Information should reflect the actual costs, details and results of the PDS and be provided chronologically <i>(Refer to template in A.4 below)</i>	<i>at month 52 (51+1) after contract starting date</i>

Language of reports	English or French
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