



PARTNERSHIP CONTRACT

Between

ASTRALE GEIE

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(hereinafter "Astrale" or „GEIE“)

and

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(each one hereinafter "Soges" or "the Partner")

WHEREAS

Astrale GEIE submitted an offer to DG ENVIRONMENT, hereafter the Client, for the project **"ASSISTANCE AND TECHNICAL SUPPORT FOR THE TASKS RELATED TO ACTIONS IN THE LIFE Environment PROGRAMME"** as described in public tender ENVE.4/SER/2012/0015.

According to the confirmation communicated by the Client, Astrale has been awarded the Tender, including 4 consecutive 6-month contracts and, for the period covered by this Agreement (01-07-2013 to 31-12-2013), Contract No. 07.010401/2012/SI2. 653750/SER/E4 (*"Astrale Beta"*) for the implementation of the aforementioned project, as described in the Terms of Reference and implemented through the Technical Offer submitted by Astrale and accepted by the Client. Both documents are given as known by the Parties.

Astrale is made of 10 partners with which it wishes to perform the services to the Client and this Agreement describes the terms and conditions of those tasks allocated to Soges.

All rules set in the By-Laws and in the Internal Regulations of Astrale apply.



IT IS AGREED AS FOLLOWS

1 Services to be supplied by Soges

- 1.1 The Partner agrees to provide to the Client the services, consisting mainly in:
- the provision of experts, whose tasks are defined in detail in the Terms of Reference, performing their project monitoring duties in Slovakia, the Czech Republic, Romania, Hungary and Poland
- 1.2 The Partner shall exercise all reasonable skill, care and diligence in the performance of his services and shall carry out all his tasks in accordance with recognised professional standards in order to meet the Client's requirements.

2 Provision of experts by the Partner

As concerns the provision of experts by the Partner, the following will apply:

- Variations in the list of Experts to be provided will only be allowed after the Agreement of the Client.
- The Experts' tasks, duties and responsibilities are set out in the Terms of Reference which are part of the Contract and described in the Technical Offer.
- The experts are committed to sign a declaration stating their independence from any LIFE programme financed project/beneficiary and their commitment not to make any use of any information they became aware of during their functions under the present assignment and their independence, as in the "Declaration of Independence, Confidentiality and Commitment". Each member of the Consortium will be separately responsible to guarantee the appropriate behaviour of their Experts.
- Details concerning the working schedule and the specific contents of the project activities have been described and consolidated in the Interim and Final Reports submitted during the Astrale Beta contract period.
- The Partner will provide his Experts with the technical advice which is normally required in order to ensure a high standard of services.

- The update distribution of Experts (and the related Budget) to be provided by the Partners is based on the forecast budget circulated by the Directors of Astrale on the basis of general guidelines given by the Assembly for each contractual period.

3 Remuneration

- 3.1 Experts. Astrale and its Partners agreed on the division of work, the quantities of working days, the indicative fee allocated for each working days and an indicative amount of expenditures to be reimbursed. At the end of each contractual period, all not previously allocated remaining amounts will be distributed to all Partners in the form of an increased unit value of the fee rate per working day.

Service	SK	CZ	RO	HU	PL
Number of working days (est.)	107.5	49	92	100	212
Unit fee (est.)	448.31	461.48	403.18	435.15	431.39
Number of missions (est.)	6	2	6	6	12
Average value per mission	508.10	572.86	450.51	424.24	459.46
Total country (est.)	51,386	23,666	39,796	46,060	97,765
TOTAL (est.)	258,675				

4 Invoicing and Payments

- 4.1 Payments will be determined in Euro and transferred to the bank accounts indicated by each Partner.
- 4.2 Balance payment will be transferred to the Partner within 5 working days after the balance payment is credited from the Client to Astrale current account, provided that a valid invoice received by Astrale and administrative



evidence of performance of tasks is provided as described in the Internal Rules.

- 4.3 **Interests.** In the case credit of payment is not done within one month after receipt of the documents, interests of 1%/month will be applicable.
- 4.4 The amount covered by this contract exceeds EUR 200.000,00 and it is signed based on the draft budget approved by Astrale Assembly in Brussels, on June 28th, 2013.

5 **Force Majeure**

- 5.1. If any of the Parties is temporarily unable to meet any of its obligations under the Contract as a direct result of Force Majeure, and provided such Party gives to the other Party written notice of the Force Majeure event within fourteen (14) days after its occurrence, such obligations of the Party as it is unable to perform by reason of the force majeure event shall be suspended for as long as the inability continues.
- 5.2. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- 5.3. Neither Party shall be liable to other Party for loss or damage suffered by such other Party as a consequence of non-performance justified by Force Majeure according to Section 5.1 hereabove.
- 5.4. In case a Party delays any action or task for reasons of force majeure, the term within which such task should have been completed shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 5.5. During the period of a Party's inability to perform the Project as a result of an event of Force Majeure, the Client, in its sole discretion may determine whether or not the Party shall be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period and in reactivating The Project after the end of such period. The mutual obligations of the Parties under this Contract will be amended to reflect the decision of the Client in such circumstances.
- 5.6. The term "Force Majeure", as employed herein shall mean strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other

similar events, not within the control of either of the Parties and which by the exercise of due diligence neither of the Parties is able to overcome.

6 Duration and Expiration of the Agreement

6.1. This Agreement shall enter into force on the date of its signature and shall expire at the latest when one of the following occurrences will happen first:

- on the final date specified in the Contract between Astrale and the Client; or
- when the Parties have performed all their obligations under this Agreement; or
- when the Contract between the Client and Astrale is terminated, in case of its earlier termination.

7 Modifications to this Agreement

7.1 Any modifications or additions to this Agreement must be agreed in writing.

8 Arbitration

8.1 All disputes arising out of or in connection with the present Agreement, whether contractual or in tort, shall be finally settled by arbitration, in conformity with the Rules of the Piedmont Arbitral Chamber, under the fast track procedure ADR-Piemonte.

Read and approved,

Torino, August 1st, 2013

Bratislava, August 1st, 2013

Andrea Galfani - Valis Vinnus
Directors

Dr. Zita Izakovicova
Executive Director

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