

GEMMA 25/11

Contract of services

INSTITUTE OF LANDSCAPE ECOLOGY of the Slovak Academy of Sciences
Štefánikova 3
814 99 Bratislava
Slovakia

and

András Kovács

Hungary

Number of ILE SAS contract: 4/2014

Date: 01/01/2014

Dear Mr. Kovács,

Following the interview held and hence confirming the agreements reached with yourself, we would like to confirm your assignment as a consultant to be carried out, with our collaboration, in the framework of the project „**Technical assistance for the monitoring of LIFE projects and other linked activities**“ to be carried out in different EU and Mediterranean countries by the GEIE ASTRALE.

The above-mentioned contract was awarded to ASTRALE GEIE and part-performed by Institute of Landscape Ecology of the Slovak Academy of Sciences in Bratislava (ILE SAS)

The assignment will be entrusted to you on the following conditions, formalities and terms:

A. Subject of the offer

In relation to the requirements expressed by DG Environment, hereafter “the Client”, and following a preliminary evaluation of these needs conducted by ourselves, we confirm the assignment in:

Consultancy and technical assistance as a member of the GEIE ASTRALE Central and Eastern European Team, presently implementing the tasks related to monitoring of LIFE projects specified by the Institute of Landscape Ecology of SAS and enhancing tasks specified by the Central Team of ASTRALE.

B. Formalities to be undertaken for the position

You have been already presented to the Client in the tender, who we notified regarding your nomination and your professional Curriculum Vitae. The client approved your Curriculum Vitae and agreed that you are qualified to undertake the position in question.

Your job can be carried out both at the Client premises and/or in other locations but should be undertaken without a permanent presence in the Client's organization and without the execution of functions related to hierarchical-functional positions under the framework of the Client organization or organizational chart. You should use your own professional skills and tools as much as possible.

Access to our Client and the method for using their organization structure must be limited and functionally linked to the objective of your assignment and it must be essentially motivated by:

- consultation with staff of the client's organization;
- consultation of the client organizations documentation;
- update and verification of the state of advancement of the operational plan for the completion of your tasks.

Your tasks will be carried out completely autonomously, with independent use of your time and you should be in a position to take decisions on an organizational and technical level. No organizational, hierarchical or disciplinary links can bind your collaboration with our organization and our Client.

The Client cannot be considered as your employer. You will not assume any rights from the working relationship between our Organization and the Client.

During the progress of your assignment, you should every so often, maintain necessary contacts both with the Management of our Client and our company with an aim to:

- present any emerging problems;
- signal the requirements of the Client;
- forecast adjustments to the objectives linked to your task;
- suggest initiatives for the amplification of the intervention area and for
- extending the task to other specialists.

You are free to undertake other activities, providing that they are not in direct competition and/or incompatible with the obligations linked to your present assignment.

With regard to what will be learnt and what will be achieved during the course of your present assignment, these matters must remain strictly confidential and you are hence required to adhere to a regime of professional secrecy.

As far as your assignment is concerned, you must fully respect a professional code of conduct, hence avoiding everything that could constitute prejudice towards the prestige of your function and our company image.

Your assignment will be carried out between **01/01/2014** and will have to be completed by **30/06/2014**. We have the right to terminate this contract should your performance not be considered satisfactory by the Client or in consequence of an explicit motivated request by a ILE SAS member.

As your assignment is specifically carried out in the framework of the contract signed between the GEIE ASTRALE and DG ENV - LIFE Unit and, within the same, based on the contract signed between the GEIE ASTRALE and ILE SAS, the present

contract will automatically end at the moment in which one of the above mentioned contracts terminates, for any reason. ILE SAS will notify you of termination by means of a registered letter.

For any administrative issue, including anticipated payments of air tickets you will have to be in contact with ILE SAS via the following persons:

Dr. Július Oszlányi

and **Dr. Peter Bezák**

Leader of ILE SAS part of the project

Expert

Phone: +421 2 209 20 309

+421 2 209 20 351

Fax: +421 2 5249 4508

+421 37 733 5608

e-mail: julius.oszlanyi@savba.sk

peter.bezak@astrale.org

You should therefore contact the above-mentioned experts in order to agree upon the tasks related to your professional qualifications, for all aspects for which it is decided that you are competent.

You must also inform both of our above-mentioned experts and our Client about the advancing state of the tasks you are working on, whenever you retain necessary. The collaboration supplied in the team activity will be achieved with full respect for your professional and organizational independence.

It is intended that you must respect the general rules for the internal and external relationships, which are defined in the Quality Manual based on the UNI EN ISO 9001 and the UNI EN 29004/2 norms.

C. Fees

For the period **from 01/01/2014 to 30/06/2014**, the two parties agreed on a daily fee of **230.00 EUR**.

SEE ANNEX 1 FOR THE WORK PLAN.

This amount due as honoraria will be invoiced by you following the general rules applicable for the contract with the Client after the three months and after the end date of this contract. You will submit an invoice for an amount equal to the agreed daily fee multiplied by the cumulative number of the days worked in the respective 3-month period of the contract. The cumulative number of the days worked for monitoring of LIFE projects (i.e. enhancing tasks excluded) must not exceed **20,5** days for the whole contract period. You will submit the ASTRALE timesheets on monthly basis. Reimbursement of the honoraria invoice will be performed by the ILE SAS after validation of your timesheets by the regional co-ordinator. The ILE SAS payment order will be sent to current bank account indicated in your honoraria invoice within 30 days after the date of receiving your invoice and respective timesheets. In case of delayed payment, the amount to be paid will be accrued by 0.5 % interest on a monthly basis.

The DSA and travel expenses will be invoiced by you following the general rules applicable for the contract with the Client at monthly basis and within the 5th day of the following month after the performed travel. Reimbursement of the DSA and travel invoices will be performed by the ILE SAS at monthly basis not later than 20 working days after receiving all the correctly filled in DSA and travel documents. In case of

delayed payment, the amount to be paid will be accrued by 0.5 % interest on a monthly basis.

You will send the invoices, timesheets and DSA and travel reimbursement documents to the address of the Institute of Landscape Ecology of the Slovak Academy of Sciences, Štefánikova 3, P.O. Box 254, 814 99 Bratislava, Slovakia. Your invoices shall explicitly mention the fact that the value is not subject to VAT imposition.

You hereby declare, that you meet all the local and national regulations concerning income tax, medical, social and other obligatory insurance.

Both parties to this contract have the right to terminate it with a notice period of one month. Notice must be given in writing. If the advance notice requirement is not fulfilled, then you will remain responsible towards ILE SAS for any damages that may arise as a consequence of your actions or omissions during performance of this contract.

Any complaints and/or conflicts on behalf of the Client or of the final beneficiary (if different from the Client) will authorize our company to suspend any payments due until the problems that are the subject of conflict have been clarified and solved. In the case that the complaints and/or conflicts are not solved regarding the Client and/or the final beneficiary within three months of its first manifestation or in the case that a grave error has been committed that could lead to the company image of ILE SAS and the companies operating together with ILE SAS being in any way damaged through the projects on which you work, a termination of the contract with a warning period of one month, without anything due to you apart from what you have already matured up until the moment of the termination, could take place.

A successive withdrawal from the position held before the attainment of the relative objectives will involve the right to compensation only for tasks already completed, if they are independently valid. In any case, the responsibility for any damages incurred that follow your withdrawal or your errors will remain in your charge.

The present position requires autonomous working relationships.

The place of jurisdiction: Bratislava
Applied Law: Slovakia

We ask that you return a signed copy of the present document as soon as possible thus confirming that you accept this contract of work (assignment) and its conditions.

We also take this opportunity to offer you our best regards,

Dr. Zita Izakovičová
Director
Institute of Landscape Ecology of SAS

András Kovács

Date: 01/01/2014

Date: 02/01/2014

Signature: _____

Signature: _____

PREDBEŽNÁ FINANČNÁ KONTROLA:
vykonané v zmysle § 9 ods (2) a (3). Zák 502/2001 Z.z.
k zmenám neskorších zmien a doplnení potvrdzujem, že
prípravované finančné operácie
a) je-ne je v súlade s rozpočtom orgánu verejnej správy
b) neľýka sa PO
c) je-ne je v súlade s osobitnými predpismi
d) je-ne je v súlade s medzinárodnými zmluvami, ktorými je SR viazaná
a na základe ktorých sa SR poskytuje prostriedky zo zahraničia
e) je-ne je v súlade s uzatvorenými zmluvami
f) je-ne je v súlade s rozhodnutiami vydanými na základe osobitných predpisov
g) je-ne je v súlade s rozhodnutiami vydanými o hospodarení s verejnými
prostriedkami

ANNEX 1 – Contract of work Nr. 4/2014

of Mr. András Kovács

WORKPLAN

ROLE: monitoring expert of LIFE projects.

DAYS ASSIGNED:

- **20,5 days** dedicated to monitoring of LIFE projects specified by the Institute of Landscape Ecology
- extra days dedicated to enhancing tasks specified by the Central Team of ASTRALE

The number of days could slightly change according to the overall needs of the Client.

OPEN LIFE PROJECTS ASSIGNED: 3

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