

## CONTRACT OF COOPERATION

*[ECNC reference: CPA3-49]*

ECNC-European Centre for Nature Conservation, hereinafter called "ECNC" or "the Contractor", represented by Mr A.R. Wolters, Executive Director, whose registered office is situated at Reitseplein 3, 5037 AA Tilburg, The Netherlands

and

Institute of Landscape Ecology Slovak Academy of Sciences, hereinafter called "ILE-SAS", or "the Beneficiary", represented by Mr. Ľuboš Halada, Deputy Director registered office is situated at Štefánikova 3, P.O.BOX 254, 81499 Bratislava, Slovakia

have agreed as follows:

### **Article 1 - Subject**

The Beneficiary, under the coordination of ECNC, shall contribute to the following project in cooperation with ECNC, Network partners of ECNC and other partners as mentioned in the project outline:

#### **"Support for the Natura 2000 Biogeographical Process"**

The Beneficiary acknowledges that the project will be implemented for the European Union, represented by the European Commission, which is represented for the purposes of this contract by Ms Pia Bucella, Director of Directorate B - "Natural Capital", hereinafter called "the Client" under contract number - 07.0202/2015/714450/SER/ENV.B.3 and accepts the consequences of this contract.

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Annex 1: "Task Description" describes the project outline, which serves as the framework for this contract. It describes the specific role and tasks of the Contractor and the Beneficiary, deliverables and time schedule. Annex 1 forms an integral part of this contract.

### **Article 2 - Duration**

2. The contract shall enter into force on the date of signature and shall expire upon completion of the work undertaken by the Beneficiary as specified in the description of the project outline and the terms of reference in Annex 1.
3. This contract shall be duly signed by the Beneficiary and returned to ECNC within 30 days of receipt. If the agreement is not returned within this time limit, ECNC reserves the right to deem that the Beneficiary renounces the contract.

### **Article 3 - payment**

1. For the activities as mentioned in Annex 1 to this contract the amount of maximum 18,180.00 Euro (incl. VAT) (eight-teen thousand and one hundred and eighty euro) is allocated to the Beneficiary. This amount includes all consultancy fees and travel costs to be made by the Beneficiary.

2. Payment from ECNC to the Beneficiary will be effected on presentation of payment requests; invoices to be presented as follows:
  - 40 % - as an interim payment, upon delivery of an interim report and approval by the Client of the interim report; (see sub 3)
  - 60 % - the balance at the end of the contract period, upon delivery of the final report to the Client and after approval of the final report by the Client. (see sub 3)
3. ECNC will in principle pay within 60 (sixty) days after receipt of the payment request invoice. However, the Beneficiary agrees that payments shall be made by ECNC after receipt by ECNC of each of the payments of the Client of the project. The invoices of the Beneficiary will be stated in Euro.
4. This payment period may be suspended by the Contractor if it informs the Beneficiary, at any time within the period of 60 (sixty) calendar days counting from the date on which the invoice is first registered, that this invoice is not admissible either because the amount is not due or because the necessary supporting documents have not been produced or if the Contractor sees the need for further checks of the quality of the products delivered. The payment period shall continue to run from the date on which the properly established invoice is registered.
5. ECNC reserves the right to refuse to make any payment if the services agreed upon were not delivered in time, according to the project description and time schedule as presented in Annex I, or if the services delivered are not of sufficient quality.
6. Payments shall be made to:

**Account no.**

**Account holder:** Institute of landscape Ecology of the Slovak Academy of Science (IIE SAS)

**Bank name and address:** Statna pokladnica, Radlinskeho 32, 810 05 Bratislava 15, Slovakia

**IBAN code:**

**Ble code:**

#### **Article 4 - The Ownership and Exploitation of Results Intellectual rights**

1. The Beneficiary cedes to ECNC the exclusive right to reproduce and publish, or to have reproduced and published, in whatever form, in whatever language, and in whatever country, texts and products prepared in the framework of this contract and submitted by the Beneficiary under this contract. The Beneficiary accepts the consequence that as a result of this, the Beneficiary shall not divulge or publish results arising from the contract without the prior agreement of ECNC. In the case that text or products that are submitted are the result of prior activities of the Beneficiary under other contracts, the rights to reproduce and publish the original text or product will remain with the Beneficiary.
2. The Beneficiary declares that it is the rightful owner of the intellectual property rights to all products supplied by virtue of the orders signed in the context of this contract. If intellectual rights are the property of third parties, the Beneficiary shall request those third parties to confirm to the Contractor, in writing, that the Beneficiary is indeed entitled to use these products in accordance with the terms of the present contract.

3. The copyright/intellectual property rights of data gathered by the Beneficiary in the framework of this contract from various sources remain with the original owner of the data, be it the Beneficiary or a third party. The source of the data will be duly acknowledged in the publication arising from the research. The Beneficiary shall request third parties to confirm to the Contractor, in writing, that the Beneficiary is indeed entitled to use these data in accordance with the terms of the present contract.  
In case this confirmation is not arranged and/or disagreement will arise concerning the use of these data in the framework of the project, the Beneficiary will be held liable and shall indemnify the Contractor against any infringement proceedings.
4. From the reception date, the Contractor has the complete rights to use and re-use the documents and products prepared under this contract and delivered by the Beneficiary, without any restriction; without prejudice of the contractual rights of the Client of the project.
5. The Contractor will clearly refer and give due credit, in presentations, promotions and discussions of the products of this work to the producer of the products, being the Beneficiary or any other third party holding intellectual property rights on the products.
6. When the service provision involves the use of a patent, of a usefulness certificate, of a trademark or trade, design or industrial model belonging to a third party, the Beneficiary shall indemnify the Contractor against any infringement proceedings.
7. Any documents and other information carriers needed for the publication of the end results collected in support of the activities under the current contract will be delivered to the Contractor together with the contractual deliverables.

#### **Article 5 - Non-performance or delayed performance**

Each party is obliged to inform the other Party, with the relevant details, of any event that is liable to prejudice or delay the performance of this contract. The parties concerned shall agree together on the measures to be taken or abide by terms of art. 6 and art. 15.

#### **Article 6 - Force majeure**

1. If the performance of this contract is prevented or restricted by force majeure, the party so affected shall be released (for the duration of the force majeure or such other period agreed between the parties) from its contractual obligations directly affected by the force majeure, provided that the concerned party shall:
  - give prompt notice to the other party;
  - use all reasonable endeavours to avoid or remove such causes of non-performance;
  - continue the performance as soon as such causes are removed.
2. Force majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which the said party is unable to prevent.
3. Force majeure, however, shall not include lack of personnel, illness, strikes, poor performance of the party, late delivery of equipment or materials, bankruptcy or insolvency.

## **Article 7 - Liability**

Each party shall exempt the other party from any civil liability for damage suffered by it or its staff in connection with the execution of this contract, in so far as such damage is not due to serious or intentional misconduct on the part of the other party or its staff.

## **Article 8 - Taxation Provisions**

The total amount for the maximum contribution mentioned in art. 3 includes Value Added Tax. On the invoices regarding this project of ILE SAS to ECNC, VAT will be

- 1) or stated on the invoice
- 2) or the amount on the invoice will be excluding 21% VAT.

Unless ILE SAS is exempted from VAT.

## **Article 9 - Security and confidentiality**

The Beneficiary agrees to comply with all the security and confidentiality rules applicable to service contracts awarded by the Client.

## **Article 10 - Assignment and services of third parties**

1. The Beneficiary shall not, without the prior and express approval of the Contractor, assign the rights and obligations arising out of this contract in whole or in part, nor subcontract any part of this contract, nor cause it to be performed in fact by third parties.
2. Even where there is the authorisation of the Contractor to subcontract or in the case referred to in the paragraph 1 the Beneficiary will bear the whole responsibility and remain bound by the obligations of this contract.

## **Article 11 - loyal cooperation**

1. The Beneficiary shall keep the Contractor informed about all its contacts, meetings and correspondence with the Client of the project and related bodies pertinent to this contract.
2. The Beneficiary acknowledges that only the Contractor is entitled to discuss and to plan with the Client of the project and related bodies issues related to the content of the work to be done under the present contract.
3. The Contractor will, without delay, inform the Beneficiary about any information that is obtained in communication with the Client of the project that will have consequences of any kind for the implementation of the tasks to be performed by the Beneficiary under this contract.

## **Article 12 - Termination**

1. The Beneficiary shall not be able to terminate of its own volition all, or part, of the contract.
2. This contract will be terminated if the Client of the project will terminate the contract related to the project under which the specific agreement is signed.
3. The Contractor can terminate of its own volition and with justified reason, by registered mail, the whole contract or a specific deliverable; the Beneficiary will be paid for the work already performed and will deliver all the pertinent products and documentation.

4. The Contractor can terminate, by a registered mail, the whole contract or a specific deliverable, in full and without compensation, in the event of a substantial failure by the Beneficiary to fulfil the obligations agreed:
  - when the delay in completing a task is greater than 10 (ten) weeks;
  - when the Beneficiary does not start the actions required to deliver on time the required documents and/or products, and/or the Beneficiary does not start the implementation of the services, as specified in the annex, within 15 (fifteen) days of the signature of this order.

#### **Article 13 - Arbitration**

The law of the Netherlands shall govern this contract which shall enter into force only after the last signature of the contracting parties.

All disputes or differences arising in connection with this agreement which cannot be amicably settled between the Parties shall be finally settled through Arbitration. The Arbitration shall be conducted in the English language and each Party shall bear its own expenses and an equal portion of any joint expenses, including the fees and the expenses of the arbitrators. The arbitration proceedings shall be held in the Netherlands.

#### **Article 14 - General conditions**

1. This contract (including Annex 1) is drawn up in English and all documents, notices and meetings related to this contract shall be in English.
2. Any notice or communication in connection herewith shall be deemed to have been sufficiently given or served if sent by registered mail to the address of the Party concerned. The address of each Party is recorded in this contract.

#### **Article 15 - Completeness**

1. This contract (including any annexes) constitutes the entire general contract between the Parties in respect to the contract as per art. 1, and supersedes all previous negotiations, commitments and writings concerning the contract.
2. Amendments or changes to this agreement shall be valid only if made in writing and signed by an authorised representative of each Party.

#### **Article 16 - Reporting**

1. The Beneficiary will deliver reports on the activities in progress as agreed upon in the terms of reference and, in general, any information requested for the management and planning of the project.

#### **Article 17 - Administrative Provisions**

1. Any modification to the present contract, including Annex 1, shall be the subject of an additional clause in writing, concluded under the same conditions as the contract; no verbal agreement in this respect shall be binding on the contracting parties.

2. All correspondence concerning the execution of this contract shall mention the reference code of the project and shall be sent to the following address:

ECNC  
PO Box 90154  
5000 LG Tilburg  
The Netherlands

2. The following persons are entitled to supervise the execution of this contract:

3. For the Contractor: Mr. Neil McIntosh  
For the Beneficiary: Mr. Ľuboš Halada

#### **Article 18 - Annex**

This contract contains the following annex:

- Annex 1: Task Description

Done in Tilburg, in two copies, on \_\_\_\_\_

for ECNC

for ILE  
SAS

Drs A. R. Wolters  
Executive Director

Mr. Ľuboš Halada  
Deputy director

Annex 1	NBP3 YR 3, 2017	ILE-SAS	ILE-SAS
Task	Description	Senior	Junior
	EURO Dayrate>	€320.00	€210.00

- 1 Supporting the preparation and organisation of steering committee meetings, including the preparation of meeting documents and presentations & other meetings

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2	Supporting the preparation, organisation and facilitation of 'kick-off' and 'review' Natura 2000 Seminars	0	0
	Macaronesian Kick-off Seminar (2017 - TBC)	0	0
	#####		
	2nd Alpine Natura 2000 Seminar (Italy, 21 to 23 June 2017)	0	0

- 2nd Mediterranean Natura 2000 Seminar (Oct/Nov 2017 TBC)

0 0

- 3 Developing and implementing thematic networking events as part of the 'Natura 2000 Biogeographical Networking Programme' ('NBNP')

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- 4 Improving and making available screening and technical background information for the benefit of Natura 2000 Seminars and the Natura 2000 Biogeographical Networking Programme

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Total number of days	24	50
Total number of months	1.5	3.125
Total costs per staff	€7,680.00	€10,500.00
Total staff costs		€18,180.00

Travel and Accomodation	
Est. costs of travel & subsistence Management	
Travel	€0.00
Accomodation	€0.00
Est. costs of travel & subsistence Staff - Seminars & Thematic Networking Events	
Travel	€0.00
Accomodation	€0.00
Total T & S Management	€ 0.00
Total T & S Events	€ 000
Total travel and accomodation costs	€ 000

**Total sub-contract indicative budget 2017 (inclusive)**

**€ 18,180.00**

\*Notes

Payments through this sub-contract will be made following delivery of the plan ned actions and only once ECNC as lead contractor has received payment for this service contract from the EC. Subject to approvals of the Interim and Annual Reports by the EC, the anticipated split of payments due for 2017 is as follows: 40% late July/ August 2017 and 60% late January/ early February 2018.

Payments will be based on actual days and costs incurred up to (but no higher than) the budget amounts specified above. However, subject to mutual agreement and within the limits of the overall resources available through the contract, the total sub-contract payments in any one year will depend on the volume of outputs from Tasks 2 & 3 - for example, this may be varied if an additional Task 3 event would be delivered in 2017. In such cases, ECNC and the sub-contractor will negotiate and agree an amendment to this annex.