



CONVENTION ON WETLANDS  
(Ramsar, Iran, 1971)

**CONSULTANCY AGREEMENT # 634**  
**(the "Agreement")**

**between**

**Secretariat of the Ramsar Convention on Wetlands** hosted by IUCN, International Union for Conservation of Nature and Natural Resources ("IUCN"), Rue Mauverney 28, 1196 Gland, Switzerland (hereinafter referred to as "the Ramsar Secretariat")

**and**

**The State Nature Conservancy of the Slovak Republic**, Tajovského 28B, 974 01 Banská Bystrica, Slovakia (hereinafter referred to as the "Consultant").

The Ramsar Secretariat and the Consultant shall be referred to herein individually as a "Party" and together as the "Parties".

**PREAMBLE**

**Whereas** the mission of the Ramsar Secretariat is "the conservation and wise use of all wetlands through local and national actions and international cooperation, as a contribution towards achieving sustainable development throughout the world".

**Whereas** the Ramsar Secretariat has received a donation from the MAVA Foundation (hereafter the "Donor") to implement the Project '*Conservation of the Natural and Cultural Heritage in Wetlands*' (the "Project") and wishes to benefit from certain skills and abilities of the Consultant with the aim of providing the Ramsar Secretariat with assistance and support in undertaking Ramsar Culture Network development in the Carpathian Region.

**Whereas** the Consultant has represented to the Ramsar Secretariat that it has the required expertise and experience;

**Now therefore** the Parties agree as follows:

**1. SERVICES**

1.1 The Consultant will undertake Ramsar Culture Network development in the Carpathian Region and perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the "Services").

1.2 The Ramsar Secretariat reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement.

1.3 The Consultant shall not subcontract the Services to third parties without the prior written consent of the Ramsar Secretariat. However the Consultant may under its own responsibility use the services of others provided such services are of an auxiliary or clerical nature.

## **2. TERM**

This Agreement comes into effect upon its signature by both Parties (the "Effective Date") and will expire on February 28 2018 (the "Expiration Date").

## **3. INDEPENDENT STATUS**

3.1 The employees, directors or shareholders of the Consultant shall not be entitled to any pension, bonus or other fringe benefits from the Ramsar Secretariat.

3.2 The Consultant shall have no authority to enter into contracts or to incur any other legally binding commitment on behalf of the Ramsar Secretariat.

3.3 No employee, director or other representative of the Consultant shall hold him or herself out or permit itself to be held out as having authority to do or say anything on behalf of or in the name of the Ramsar Secretariat.

3.4 The Consultant shall be solely and exclusively liable for any and all taxes, levies or dues required to be paid in any of the countries where this Agreement applies, on any amounts paid to the Consultant by the Ramsar Secretariat and has sole responsibility for declaring such amounts to the relevant tax authorities.

## **4. OBLIGATIONS**

1.1 The Consultant shall carry out its duties in an expert and diligent manner and to the best of its ability and shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the Ramsar Secretariat Contact Person.

1.2 The Consultant shall give written or oral advice or information regarding the execution of the Services as and when required by the Ramsar Secretariat.

1.3 In the case of illness or accident or a case of Force Majeure as described under clause 14.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify the Ramsar Secretariat in writing of impediment.

## **5. REMUNERATION**

5.1 As full remuneration for the Services performed under the terms of this Agreement, the Ramsar Secretariat shall pay the Consultant a fixed and firm lump sum of 4,000 CHF (four thousand Swiss francs) ("the Remuneration") as follows:

5.1.1 A first instalment of 2,400 CHF (two thousand and four hundred Swiss francs) corresponding to 60% of the Remuneration upon receipt of a signed copy of this Agreement together with a first invoice; and

5.1.2 A second and last instalment of 1,600 CHF (one thousand and six hundred Swiss francs) corresponding to the remaining 40% of the Remuneration upon satisfactory and timely completion and the Ramsar Secretariat written acceptance of all Services as specified in Annex I.

5.2 If the tasks defined in the Agreement are not fulfilled to the satisfaction of the Ramsar Secretariat within the requested time limit, the Ramsar Secretariat reserves the right to withhold any further payments and recuperate any funds already paid.

5.3 the Ramsar Secretariat shall make payments to the Consultant's bank account (to be opened in the name of the Consultant in the place where Consultant is established or where the Services are provided) as follows:

Complete Account name: Štátna ochrana prírody Slovenskej republiky  
Account type and currency: current account in EUR  
Bank name: Štátna pokladnica  
Bank address: Radlinského 32, 810 05 Bratislava 15, Slovakia  
Account No.: SK67 8180 0000 0070 0039 1293  
SWIFT Code or other bank routing code: SPSRSKBA  
IBAN No: SK67 8180 0000 0070 0039 1293

5.4 Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to the Ramsar Secretariat within sixty (60) days following either of such dates, as applicable.

5.5 All invoices in connection with this Agreement shall be directed to:

IUCN / Ramsar Convention on Wetlands  
Rue Mauverney, 28  
1196 Gland  
Switzerland

Kindly include the following coding for internal purposes:

Project Number(s): R101003  
Restricted/Unrestricted/Other: Restricted

## **6. TRAVEL EXPENSES**

6.1 There are no travel expenses in connection with this Agreement. All travel has to be approved by the the Ramsar Secretariat Contact Person before any reservation is made.

6.2 The IUCN Travel Policy (June 2015) shall apply to all travel expenses and is available at <https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy>.

6.3 A financial report with receipts (e.g. transportation, accommodation, meals and incidentals) must be submitted in the currency of the Agreement to the the Ramsar Secretariat Contact Person in order for reimbursement to be made.

## **7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS**

7.1 The Consultant warrants that its performance of the Services under the terms of this Agreement will not infringe on the rights of any third party or cause the Consultant to be in breach of any obligation towards a third party.

7.2 The Consultant shall maintain at its sole expense liability insurance and any other relevant insurance covering the performance of this Agreement. The Ramsar Secretariat may require the Consultant to provide a certificate of insurance evidencing such coverage.

## **8. CONFIDENTIALITY**

8.1 The Consultant will not disclose or use, at any time during or subsequent to this Agreement, any confidential information of the Ramsar Secretariat or any other non-public information relating to the business, financial, technical or other affairs of the Ramsar Secretariat except as required by the Ramsar Secretariat in connection with the Consultant's

performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Consultant shall keep confidential all Intellectual Property and know-how disclosed to him/her by the Ramsar Secretariat, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to the Ramsar Secretariat.

8.2 The Consultant shall not disclose to third parties without express prior written consent of the Ramsar Secretariat the results of work performed as part of the provision of the Services disclose know-how and other confidential information of the Ramsar Secretariat which is provided by the Ramsar Secretariat to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services.

8.3 The Consultant agrees to immediately notify the Ramsar Secretariat in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. At the request of the Ramsar Secretariat, the Consultant will take all steps necessary to prevent further disclosure.

## **9. PROPERTY OF RESULTS**

All notes, memoranda, correspondence, records, documents and other tangible items made, by the Consultant in the course of providing the Services will be and remain at all times the property of the Ramsar Secretariat. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to the Ramsar Secretariat all such tangible items which are in its possession or under its control and relate to the Ramsar Secretariat, its business affairs and clients and/or the Services. The Consultant shall not make or retain copies.

## **10. INTELLECTUAL PROPERTY**

10.1 Intellectual Property rights are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notable patents, design, trademark, as well as know-how and trade secrets.

10.2 All Intellectual Property rights conceived or made by the Consultant in the course of providing the Services will belong to the Ramsar Secretariat and the Consultant hereby agrees to assign to the Ramsar Secretariat or its nominee, with full title guarantee, all rights in and to any Intellectual Property resulting from the provision of the Services for the full duration of such rights, wherever in the world enforceable.

10.3 The Consultant confirms that the Ramsar Secretariat shall have all rights of development, manufacture, promotion, distribution and exploitation in relation to the projects undertaken and products developed in the course of the provisions of the Services and the Intellectual Property created or arising from the provision of the Services.

## **11. LIABILITY**

The Consultant agrees to indemnify and hold the Ramsar Secretariat harmless from any and all losses and damages that the Ramsar Secretariat may incur as a result of the Consultant's actions or omissions in rendering the Services or the breach of any of the Consultant's obligations contained in this Agreement.

## 12. COMMUNICATION AND NOTICES

12.1 All correspondence and notices in connection with the implementation of this Agreement must be directed as follows:

the Ramsar Secretariat Contact Person	State Nature Conservancy of the Slovak Republic Contact Person
Ms Mariam Ali Ramsar Convention Secretariat 28 Rue Mauverney, 1196 Gland 022 999 0366 alim@ramsar.org	Mr Ján Kadlecík Tajovského 28B 974 01 Banská Bystrica, Slovakia Tel.: +421 48 4299942; +421 903 298105 Email: <a href="mailto:jan.kadlecik@soopr.sk">jan.kadlecik@soopr.sk</a>

12.2 In case the Contact Person is changed, the authorized representative of each Party shall notify the other Party in writing (email accepted).

## 13. FRAUD, CORRUPTION AND ETHICS

13.1 The Consultant shall comply with the terms of IUCN's Code of Conduct and Professional Ethics for the Secretariat, available at [http://cmsdata.iucn.org/downloads/code\\_of\\_conduct\\_and\\_professional\\_ethics.pdf](http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf), which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.2 The Consultant shall comply with the standards of conduct set forth in IUCN's Anti-fraud Policy, available at [http://cmsdata.iucn.org/downloads/anti\\_fraud\\_policy.pdf](http://cmsdata.iucn.org/downloads/anti_fraud_policy.pdf), which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

## 14. TERMINATION

### 14.1 Termination for cause

14.1.1 The Ramsar Secretariat reserves the right to terminate this Agreement in whole or in part, upon written notice with immediate effect in the event that the Consultant:

- i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to the Ramsar Secretariat;
- ii. defaults in carrying out any of its obligations under this Agreement;
- iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");
- iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world

14.1.2 If it is determined that the Consultant has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be

undue and the Consultant shall promptly reimburse the Ramsar Secretariat for all expenditures incurred in the performance of this Agreement.

#### **14.2 Termination for lack of Donor funds**

The Ramsar Secretariat shall have the right to terminate this Agreement with immediate effect and without any liability for damages to the Consultant in case the agreement between the Ramsar Secretariat and the Donor is terminated and/or the Remuneration funds become unavailable to the Ramsar Secretariat.

#### **14.3 Termination for force majeure**

The performance of this Agreement by either Party is subject to acts of God, war, government regulations, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations. This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

#### **14.4 Effects of Termination**

In the event of termination under this article, the Consultant shall within thirty (30) days of termination, and at the Ramsar Secretariat's request:

14.4.1 to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;

14.4.2 refund to the Ramsar Secretariat any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to the Ramsar Secretariat,

14.4.3 reimburse the Ramsar Secretariat for any expenditures made in breach of the terms of this Agreement and

14.4.4 submit final technical and financial reports and any other materials, deliverables, works or other outputs created as at the date of termination under this Agreement.

### **15. APPLICABLE LAW AND DISPUTE RESOLUTION**

15.1 The performance and interpretation of this Agreement will be subject exclusively to the laws of Switzerland, excluding its conflict of laws principles.

15.2 Any dispute arising out of or in relation with this Agreement that cannot be resolved amicably by the Parties or by way of mediation shall be submitted to the competent courts of Lausanne, Switzerland.

### **16. GENERAL PROVISIONS**

16.1 This Agreement is the complete understanding between the Ramsar Secretariat and the Consultant and replaces all other agreements and understandings in reference to the subject matter of this Agreement.

16.2 Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.

16.3 This Consultancy Agreement is non-exclusive. The Ramsar Secretariat is free to consult other experts in the Consultant's field of specialization.

16.4 This Agreement is personal to the Ramsar Secretariat and the Consultant, and neither Party may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.

16.5 Either Party waives all and any rights of set-off against any payments due hereunder and agrees to pay all sums due hereunder regardless of any set-off or cross claim.

16.6 All provisions that logically ought to survive termination of this Agreement shall survive.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file, and that in this case such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" signature page were an original thereof.

**Secretariat of the Ramsar Convention**

**State Nature Conservancy of the Slovak Republic**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Jonathan Barzdo**  
**Deputy Secretary General**

**Milan Boroš**  
**Director General**

## **Annex 1**

### **Terms of Reference**

#### **Project title**

**Ramsar Culture Network Development in the Carpathian Region**

#### **Project objectives**

1. Contribute to development of the Ramsar Culture Network in the region
2. Support the development of wetlands cultural trails and sustainable tourism in the Carpathians

#### **Project activities**

##### **1. Identification of the cultural diversity linked to wetlands in the Carpathian countries**

- 1.1. Preparation of questionnaires/forms for identification of wetlands with cultural heritage – CWI coordinator (SNC SR) in cooperation with members and Secretariat of the Carpathian Convention.
- 1.2. Identification of cultural heritage and/or traditional knowledge, innovations and practices of local communities relevant for the wise use of wetlands in each CWI member state (using Rapid Cultural Inventories for Wetlands) and their potential for sustainable tourism – CWI Board members in cooperation with regional and local institutions and communities.
- 1.3. Development of the pdf publication with map for the CWI web site – CWI coordinator.
- 1.4. Organization of a two-day workshop to evaluate proposals and documentation submitted by members and other organizations on cultural values of Ramsar sites and other wetlands in the region to agree on their publication and promotion – CWI coordinator and all members.

##### **2. Support of sustainable tourism connected with cultural heritage and traditional knowledge in the Carpathian wetlands**

- 2.1. Development of proposals for cultural trails in wetlands and promotion of sites identified as suitable for sustainable tourism – each CWI member in cooperation with Working Group on sustainable tourism of the Carpathian Convention.
- 2.2. Publication of suitable sites for tourism with cultural aspect in wetlands on the web – CWI coordinator in cooperation with Secretariat of the Carpathian Convention.

##### **3. Project coordination, management and reporting**

- 4.1. Coordination and management of the project, consultations, communication and development and submission of the project report – CWI coordinator (SNC SR).

#### **Deliverables**

1. List of wetlands with cultural heritage in the Carpathian region - there will be detailed description of cultural heritage of each proposed wetland including photo documentation.
2. Overview of the sites interesting for tourists with cultural aspect in wetlands.
3. Publication of lists and maps on the CWI website (with link on the web sites of the Ramsar Convention, Carpathian Convention, Carpathian Network of Protected Areas, SNC SR, etc.

## Timeline

October 2017 – Start of the project, preparation of questionnaires/forms and their distribution.

October-November 2017 – Collection of information and documentation; Filling in of questionnaires and forms; Workshop preparation.

November/December 2017 – Workshop.

December 2017 - mid January 2018 - Evaluation of results of the workshop, publication of the list of wetlands with cultural heritage and the sites interesting for sustainable tourism on website ([www.cwi.sk](http://www.cwi.sk)).

Second half of January 2018 – Project report preparation and submission.

## Budget (including co-financing)

**Budget – total sum is 11 500,- EUR**

Exchange rate CHF 1,15

	MAVA/Ramsar	CWI / Members
Personal costs - contributors	500	4000
Workshop (room rent, accommodation, board for max 18 participants)	2000	1000
Layout and design of publication	1000	0
Webmaster	500	0
Travel expenses	0	1500
Documentation, equipment	0	1000
	<b>4000</b>	<b>7500</b>

## Contact person

Mr Ján Kadlečík

Ms Natália Kubicová

State Nature Conservancy of the Slovak Republic

Email: [jan.kadlecik@sopst.sk](mailto:jan.kadlecik@sopst.sk) ; [natalia.kubicova@sopst.sk](mailto:natalia.kubicova@sopst.sk)