

## Contract

between the

**Ökologischer Tourismus in Europa (Ö.T.E.) e.V.** (Ecological Tourism in Europe, ETE),  
Koblenzer Str. 65, 53175 Bonn, Germany  
represented through its president Mr Rolf Spittler, and hereinafter called ETE

and

### **Štátna ochrana prírody Slovenskej republiky (ŠOP SR)**

Tajovského 28B, 974 01 Banská Bystrica, Slovakia  
represented through its general director Mr. Milan Boroš  
hereinafter called "Contractor"

#### 1. SUBJECT of CONTRACT

The CONTRACTOR participates in the implementation of the project „Konzept über ein effektives Management des nördlichen Teils des Slovensky Raj Nationalparks (Concept for an Effective Management in the Northern Part of the Slovensky Raj National Park)", funded by the German Federal Environmental Foundation (DBU) and the Heidehof Stiftung.

Therefor the Contractor shall complete his tasks fully in line as laid down in the document Annex 3 DBU project steps. This, like all other documents (budget etc.) in the Annexes is an integral part of the present contract.

The contractor shall cooperate with all partners in this project. Coordinating institution for the work in Slovakia is the project partner Nadácia Ekopolis.

ETE shall

- contribute a grant to the contractor from the funding institutions;
- provide technical input upon request and function as the administrative and overall coordinating agency for the project.
- be fully responsible for its part in the implementation of this project and carry out its activities according to the work plan (annex 3);
- manage the communication with DBU and Heidehof Stiftung (e.g. reporting and finances)
  - mainly to secure that reports are submitted on time;
- notify and discuss with the result of mutual agreements any problems arising from the project.

This contract will come into effect on July 01, 2017 and shall expire on February 28, 2018 unless earlier terminated in accordance with 4. below

## 2. PRINCIPAL CONTACTS

The principal contacts for this instrument are:

<b><i>Ecological Tourism in Europe</i></b>	<b><i>Štátna ochrana prírody SR – Správa NP Slovenský raj</i></b>
First Name: Michael	First Name: Tomáš
Last Name: Meyer	Last Name: Dražil
Street: Koblenzer Str. 65	Street: Štefánikovo námestie 9
Town: 53173 Bonn	Town: 052 01 Spišská Nová ves
Phone: +49-228-359008	Phone: +421 53 44 220 10
Fax: +49-228-18470820	Fax: + 421 53 44 220 26
E-Mail: m.meyer@oete.de	E-Mail: tomas.drazil@sopsr.sk

## 3. PAYMENTS

The Contractor will receive a total remuneration of amount of maximum **13,368.00 EURO** upon fulfilling the tasks and responsibilities. The remuneration covers any costs to carry out the project tasks and includes costs for transport, accommodation, subsistence or any other incidentals. This is according to the budget as indicated in the Annex 4 Budget\_SOP\_SR.xls. Payments will be done upon receipt of the corresponding funds through the donors DBU and Heidehof Stiftung.

All payments shall be in Euros, and deposited into the Contractor's bank account of which the details are as follows:

Beneficiary: Štátna ochrana prírody  
Bank name: Štátna pokladnica  
IBAN code: SK67 8180 0000 0070 0039 1293  
SWIFT Code: SPSRSKBA

Payments effected by ETE to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by ETE of the Contractor's performance of the services.

The amount of payment is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Agreement.

The Contractor shall be liable for all taxes and fees arising out of payments made to the Contractor pursuant to this contract.

ETE can reduce the remuneration if the activities have not been carried out in line, or the quality of work does not meet its professional expectations.

## 4. ADDITIONAL PROVISIONS

The Contractor is committed to performing this work according to recognised professional standards and the current state of science and to carry out this work to the best of the knowledge and ability. The performance of the Contractor is accepted after it has presented the results of its works to the ETE, and the ETE has not objected within 3 weeks after presentation of the results.

The Contractor shall make every effort to inform ETE of all issues that might affect the implementation of this contract and/or the project, and they shall co-operate and collaborate on all relevant matters in respect of the project.

The parties cooperate with each other in a trustworthy manner and endeavor to reach first a friendly agreement in the event of any disagreement. In case of failure, the disagreement shall be cleared in accordance with the German Law as at present in force.

Any modification to this Contract shall require an amendment in writing between the parties duly signed by the authorized representatives of the Contractor and ETE

## 5. AUTHORIZED REPRESENTATIVES

By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

## 6. FORMAT OF DOCUMENT

This contract is issued in 2 copies (in English language).

## ANNEXES

The following annexes are an inseparable part to this MoC and are provided only in digital format:

- Annex 1. Projektantrag
- Annex 2. Bewilligung
- Annex 3. DBU project steps
- Annex 4. Budget\_SOP\_SR
- Annex 5. Infosheet\_Financial management
- Annex 6. Guidelines for the Use of the DBU Logo

Ecological Tourism in Europe

Mr. Rolf Spittler

President

Place and Date

Štátna ochrana prírody SR (ŠOP SR)

Ing. Milan Boroš

General director

Place and Date

## **Annexes**

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### **Annex 1: Projektantrag**

Digital file: - Annex\_1\_Projektantrag.pdf

### **Annex 2: Bewilligung**

Digital file: - Annex\_2\_Bewilligung.pdf  
- Annex\_2\_Approval Heidehof Stiftung.pdf

### **Annex 3: DBU project steps**

Digital file: - Annex\_3\_DBU Project Steps.doc

### **Annex 4: Budget\_SOP\_SR**

Digital files: - Annex\_4\_Budget\_SOP\_SR.xls

### **Annex 5: Infosheet\_Financial management**

ETE is planning to make every 3 months a request for a new financial instalment from DBU and Heidehof Stiftung. But precondition for receiving is, that all partners already had spent their budget from the instalment which ETE has paid before.

Each partner has to do his bookkeeping according to the "Infosheet\_Financial Management" of the DBU. For documenting all of allowed expenses in the frame of this project each partner shall use the template "Form financial report.xls". This shall contain all expenditures. Additional copies of the contracts, invoices and receipts of all expenditures are needed. The booking journal has to be in English. For the contracts, invoices and receipts, a short explanation has to be attached (name, subject of expenditure, dates) on each copy.

This template has to be filled in during the project phase upon request of ETE while ETE is preparing an application for a new installment and at the end of the project for the final documentation. Necessary copies related to the expenditures so far are also needed.

Remark: The funding organization DBU might keep a part of 10% of their funding budget at the end of the project until all necessary documents were delivered by ETE and the partners and then proved an accepted by DBU. Therefor the last payment can only be done later after the project already was closed.

Digital files: - Annex\_5\_Infosheet\_Financial Management.pdf  
- Annex\_5\_Form financial report\_SOP\_SR.xls

### **Annex 6: Guidelines for the Use of the DBU Logo for the Use of the DBU**

Digital files: - Annex\_6\_Guidelines for the use of the DBU Logo.docx  
- Annex\_6\_Hints for the Use of the Heidehof Logo.pdf  
- Annex\_6\_DBU\_Logo\_sponsored by.jpg  
- Annex\_6\_Logo\_Heidehof Stiftung.tif