

CONSORTIUM AGREEMENT

to jointly implement the project

**STRENGTHENING THE PARTICIPATION IN THE WORK
OF THE EUROPEAN ENVIRONMENT AGENCY 2020- 2022
- MOBILISATION OF EMERALD NETWORK DATABASES
IN THE WESTERN BALKANS IN PREPARATION OF
BIOGEOGRAPHICAL SEMINARS**

by the partners

Umweltbundesamt GmbH (Lead Partner)
Ústav krajinnej ekológie SAV, v.v.i. (Partner)

This agreement, which is hereafter referred to as the "Agreement" or the "Consortium Agreement", is made by and between the following partners of the consortium, which are hereafter referred to as a "Party" or a "Partner" or collectively the "Parties" or the "Partners" or the "Consortium",

1. **Umweltbundesamt GmbH**, registered in Austria (Registration number FN 187070S), having its registered address at Spittelauer Lände 5, A-1090 Wien, Austria, which is hereafter referred to as "**Lead Partner**"

and the further partner of the consortium:

2. **Ústav krajinej ekológie SAV, v.v.i.**, registered in Slovakia (Statutory registration number: 00679119), having its registered address at Štefánikova 3, 84199 Bratislava, Slovakia

The Consortium has jointly entered into a contract with European Environment Agency (EEA), which is hereafter referred to as the "Agency", for the execution of the Project "STRENGTHENING THE PARTICIPATION IN THE WORK OF THE EUROPEAN ENVIRONMENT AGENCY 2020-2022 - MOBILISATION OF EMERALD NETWORK DATABASES IN THE WESTERN BALKANS IN PREPARATION OF BIOGEOGRAPHICAL SEMINARS", Reference No. Service Contract N° 3437/R0-IPA2020/EEA.58820) concluded on 21 December 2021, which is hereafter referred to as the "Project", all as laid down in the "SERVICE CONTRACT - 3437/R0-IPA2020/EEA.58820)", which is hereafter referred to as the "Contract". The main Contract has been signed by the **Lead Partner** of the consortium on behalf of the partners with the European Environment Agency (EEA).

In consideration of the Consortium Agreement reached by Partners and contained herein, it is agreed that the Partners are legally bound, jointly and severally for the full discharge of the obligations related to implementation of the Project. Nothing contained in this Consortium Agreement shall constitute either a partnership, agency or any other formal business organization or legal entity between the Partners.

The Partners agree to cooperate pursuant to the terms of this Agreement in order to execute and fulfill the Contract with the contracting authority and to perform the tasks designated in the Main Contract. A copy of the aforementioned contract is attached.

It is hereby agreed as follows:

This Agreement shall become effective and legally binding on the starting date of the Contract, which is hereafter referred to as the "start date", and shall end when all Services have been provided to the contracting authority and all obligations of the Partners have been fulfilled unless terminated earlier according to provisions as set forth in the Main Contract or this Agreement. The Agreement shall remain in force until all responsibilities towards the Client have been fulfilled and all accounts with the Client and among the Partners have been settled.

This Consortium Agreement together with its additional parts, annexes (as they may be supplemented or amended from time to time) and references contains the entire Agreement between the Partners hereto and supersedes all other understandings and negotiations, whether oral or written, with respect to the subject matter and the transactions contemplated by this Agreement. This Agreement may not be altered or amended except by the written agreement of the Partners. No other duties, obligations, liabilities or warranties than those expressly provided in this Agreement shall be applied.

This Consortium Agreement consists of this contract part and the following additional parts, which constitute an integral part of this Agreement:

Part 1 The Special Conditions of the Consortium Agreement,

Part 2 The Contract, which the Special Conditions, the General Conditions for service contract and the Annexes (Annex 1-II)

Should this contract part and additional parts contain conflicting provisions, the Contract shall prevail.

The Partners have each caused this Consortium Agreement to be signed (electronic signature) by their duly authorized representatives. This Agreement is executed in two counterparts and each Project Partner receive one copy.

For the Lead Partner: Umweltbundesamt GmbH

Vienna on

Place

Date

For and on behalf of Umweltbundesamt GmbH

Monika MÖRTH, Managing Director

For and on behalf of Umweltbundesamt GmbH

Georg REBERNIG, Managing Director

For the Partner: Ústav krajinej ekológie SAV, v.v.i.

Bratislava on

Place

Date

For and on behalf of Ústav krajinej ekológie SAV, v.v.i.

Zita Izakovičová, director

For and on behalf of Ústav krajinej ekológie SAV, v.v.i.

Lubos Halada, deputy director

Part 1 SPECIAL CONDITIONS

- (1) The Partners agree that Umweltbundesamt GmbH shall be the leader of the Consortium, which is hereafter referred to as the "**Lead Partner**". The **Lead Partner** has received all powers to represent the Consortium by all Partners in the Project. No other Partner may enter into undertaking in the name of the Consortium unless agreed in advance and in writing by the Lead Partner or as set forth in this Agreement. The **Lead Partner** is in charge of the management and administration of the Project, according to the provisions as set forth in this Agreement. The **Lead Partner** shall be entitled to receive information from the Partner on a continuous basis.
- (2) This Consortium Agreement is governed by the terms and conditions of the Contract, as signed by the authorized **Lead Partner** and the contracting authority. The conditions of the Main Contract together with its annexes and references, as they may be supplemented or amended from time to time, form an integral part of this Agreement.
- (3) The Partners agree to accept the Contract together with its annexes and references as strictly binding without any limitations and deviations.
- (4) All Partners are familiar with the provisions of the Contract, which is the result of negotiations by the **Lead Partner** with the contracting authority, based on the technical Proposal, consortium budget and Contract, jointly prepared by the Consortium.
- (5) The Team Leader, presented by Mr. Helmut Kudrnovsky, on behalf of Umweltbundesamt GmbH, shall act as the main contact person towards the contracting authority.
- (6) The work on the Project will be carried out in a spirit of mutual trust & transparency between the Partners.

Any reasonable request made by one Partner to have part of its work treated in a confidential manner with respect to third parties shall be honoured by the other Partner, in so far as this request does not contravene conditions of the Contract or of the General Conditions. Each Partner shall comply with the confidentiality and non-disclosure rules of the Contract and shall bind its employees in this respect. All Partners will make every reasonable effort to facilitate and where appropriate assist the **Lead Partner** in the execution of its responsibilities.
- (7) The Partners shall perform their assigned tasks within the project professionally and to the best of their knowledge, taking into consideration the state-of-the-art science and technology at the time of entering into this Agreement. The liability of the Partners towards each other shall be limited to intent and gross negligence. Any liability for consequential damage and pecuniary loss shall be excluded. Each Partner shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Partners obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background.
- (8) No publication shall be made during the period of this Agreement of any matter pertaining to the Project except publications required under der contract or after joint agreement of all Partners.
- (9) All correspondence between the contracting authority and the Consortium under the Contract shall be in English. All reports shall be provided electronically in English.
- (10) All documents and correspondence under this Consortium Agreement in relation between the Partners shall be in the English language.
- (11) In the event of serious breaches of Consortium Agreement, Partners may be excluded by extraordinary termination by the Lead Partner with a written notice sent by registered Mail. The following may be reasons for exclusion:

- The Partner has repeatedly or seriously violated the provisions of the Consortium Agreement and continues to act in a non-compliant manner despite a warning and having been granted a reasonable grace period; or
- The Partner fails to perform his/her duties in due time or fails to fulfil his/her financial obligations despite a warning and having been granted a reasonable grace period;
- The Partner provides the **Lead Partner** with any false or misleading information with regard to its ability to perform its duties or obligations under this Agreement; or
- Bankruptcy proceedings are initiated against the assets of the relevant Partner or the initiation of bankruptcy proceedings is rejected due to lack of assets.

(12) If the contracting authority terminates the Contract this Consortium Agreement shall be considered terminated partly or wholly in accordance with the termination made by the contracting authority. This Agreement may be terminated at any time by the unanimous written agreement of the Partners.

(13) Failure of any Partner in fulfilling committed obligations in whole or in part under this Agreement shall be fully compensated to the remaining Partner, who may also demand that a part or the whole of the defaulting Partner's share of the work be passed over to another Partner competent and in a position to undertake the work in addition to any other measures available at law or in equity. In the event of such a change, all appropriate work already carried out by the defaulting Partner for this project shall be handed over to the Partner or Partners, who are to continue the work. Sums received in payment of the defaulting Partner's invoices for work already performed but not paid for shall be used to repay any damages resulting from its default.

The Partner not in default shall have the right:

a) To wind up the affairs of the Project and to carry on and complete the performance of the contract without participation by the Partner in default, its successors, receivers or other legal representatives.

b) To operate the bank accounts and Project Management without reference to the Partner in default.

c) To retain for the performance of the contract all equipment and materials purchased therefore and all assets owned by the Consortium at the time of the default until the completion of the Project.

The Partner in default, its successors and receivers or other legal representatives shall execute and do all deeds, documents and things necessary or expedient to facilitate the exercise of such rights.

Upon completion or earlier termination of the Contract and receipt of all amounts due thereunder, other Partners shall account to the legal representatives of the Partner in default and such representatives shall be entitled to receive any payment due to it, reduced by any losses occasioned by its default. In the event that the share of the losses chargeable to such representatives of the Partner in default exceeds any sums provided by the Partner and the invoices due it, the said representatives shall promptly pay the excess to the remaining Partners.

(14) These Special Conditions consist of this contract part and the following additional parts, which constitute an integral part of the Special Conditions:

Part 1.1 Deliverables

Part 1.2 Financial Specifications, Invoicing and Payment

Part 1.3 Time Schedules

Part 1.4 Representatives of the Parties

Part 1.5 Banking Details

(15) Except as specifically shown in the Contract or in this Consortium Agreement, the Consortium Leader shall not be entitled to act or to make legally binding declarations on behalf of any other Partner.

- (16) The Partners expressly declare that they will carry out the project in compliance with the requirements and provisions of Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (17) Should any provision of this Agreement prove to be invalid or incapable of fulfilment, or subsequently become invalid or incapable of fulfilment, whether in whole or in part, this shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Partners shall be entitled to demand that a valid and practicable provision be negotiated which most fulfils the purpose of the invalid or impracticable provision.
- (18) This Consortium Agreement shall be construed in accordance with and governed by the laws of Austria.
The competent court for any disputes arising out of this Agreement shall be the commercial court Vienna.

Part 1.1 Deliverables

- (1) The **Consortium** services shall be carried out in accordance with all the terms and conditions stipulated in the **Contract** and eventual subsequent revisions.
- (2) The deliverables, as agreed in the **Contract** with the **Agency**, as defined in the Technical Offer of 14 December 2021, are accepted and agreed without limitations by the Partners
- (3) The task numbers and (sub)headings are inherited from the **Contract** with the **Agency** in order to ensure an aligning to the main tasks. The deliverables are defined as following:

Task	Sub-task	Contributions	Number of Days
Task 1 - Mobilization of Emerald databases	Six country hands-on workshops	assistance in drafting agendas for hands-on workshops aligned with the countries' needs; preparation and presentation with general information about the nature conservation framework of Emerald/Natura 2000; active participation in the workshops, contribution to the debriefing of the work-shops	8
	Monthly meetings with EEA with a status overview per country to track the situation and any progress with the mobilization	contributions to the preparation of the monthly meetings; active participation in the monthly meetings	1
	A final short status report describing the situation in each country by the end of the contract, in preparation of future biogeographical seminars	assistance and contributions to the preparation of the countries' short status reports	1
Task 2 - Ensure consistency in interpretation of habitat types in the Resolution No. 4 (1996) of the Bern Convention and the Habitats Directive Annex I: finalization of crosswalk	Finalisation of draft crosswalk from 2021 contract, both ways between the latest versions of Annex I and Resolution 4	finalisation of crosswalk	10
Task 3 - Ensure taxonomic consistency in reporting between the Resolution No. 6 (1998) of the Bern Convention and the annexes of the nature directives.	Scientific species names reviewed in accordance with the list of common species concepts for the reporting	support to species taxonomic consistency	3
Task S - Proposal for amendment of the Annexes	Report with assessments of the amendment proposals	proposal assessment; contribution to the report	4
Task 6 - Evaluation seminar of birds or preparatory seminar	Preparation of draft sufficiency assessments per species per country	support of compilation of the conclusion database	1
	Compilation of maps of sites' population status per species and site change maps	map production	4
	online seminar with the participation of minimum three representatives from each country, tentatively two from administration and one NGO, and one independent bird expert	assistance in drafting seminar agendas; assistance in the seminar preparation; active participation in the seminar; contribution to the debriefing of the workshops	2

Part 1 .2 Financial Specifications

The applicable currency of this Contract is the EURO, and all financial transactions between the **Lead Partner** and the **Partners** shall be made in EURO. Reverse Charge is applicable.

(1) The international value added tax identification numbers (VAT ID) of the Partner are the following.

- a. VAT ID of Umweltbundesamt GmbH - ATU45908200
- b. VAT ID of ústav krajinej ekológie SAV, v.v.i. - 2020831076

(2) The Financial Specifications, as agreed in the **Contract**, are accepted and agreed without limitations by the Partners. In case of accurate execution of the Contract, ústav krajinej ekológie SAV, v.v.i shall receive the following total remuneration: EURO 13.600. Reverse Charge is applied.

(3) The Payment Schedule is defined in the **Contract**:

- Upon signing of this Consortium Agreement corresponding to 30% of the total amount 4080 EUR
- Upon delivery to and acceptance of the **Agency** corresponding to 70% of the total amount or 9520 EUR

The **Partner** shall present the **Lead Partner** an invoice which shall always be accompanied by the detail of the deliverable done. The invoices shall be paid by Umweltbundesamt no later than thirty (30) days after invoice date, into bank account indicated in 1.5 of this consortium agreement.

(4) Payment of invoices will only be made when the **Lead Partner's** corresponding invoice is paid by the **Agency**.

Part 1.3 Time Schedules

- (1) The time schedule and deliverables, as agreed in the **Contract** and in the technical proposal of December 2021, are accepted and agreed upon by the Partners.

-Deadline [from date of signature of the contract]	Deliverables
Month 1-6	Task 1 deliverables - Monthly status meetings
Month 1-4	Task 1 deliverables - Mobilization of databases
Month 4	Task 2 deliverables - Crosswalk habitats
Throughout the contract duration	Task 3 deliverables - Species name consistency
Throughout the contract duration	Task 4 deliverable - SDF manager helpdesk
Month 3	Task 5 deliverable - Assessment of amendment proposal
Month 5, 13 May 2022	Task 6 deliverables - Evaluation seminar
Month 6, 1 June 2022	Task 6 deliverable - Conclusions database
Month 6, 1 June 2022	Task 1 deliverables - Final statistics report

According to the Main Contract, the period of execution of tasks shall not exceed 15 June 2022.

- (2) The detailed workplan with the time schedule and event calendar will be agreed in the 1st project meeting and then updated on regular basis, upon to each project meeting.
- (4) Whenever any Partner becomes aware of any event or condition, which may adversely affect the timely performance of the Services, each Party shall promptly notify the other in writing and give account of the reasons for such delay and the proposed steps to be taken to remedy the situation.

Part 1.4 Representatives of the Parties

- (1) The duly authorized representative for and on behalf of Umweltbundesamt for all matters concerning the CONTRACT and this Consortium Agreement is:

Mr. Georg Rebernig

Address: Austria

Tel:

Email

:

Ms. Monika Mórh

Address : Austria

:

Tel:

Email:

Project Manager/Contact Person : Mr. Helmut Kudrnovsky

Address: Austria

Tel:

Email

:

- (2) The duly authorized representatives for and on behalf of Ústav krajinej ekológie SAV, v.v.i. for all matters concerning the **Contract** and this Consortium Agreement are:

Contact Person : Zuzana Kubicova

Address : Štefánikova 3, 814 99 Bratislava, Slovakia :

Tel :

Email

Contact Person : Luboš Halada

Address : Štefánikova 3, 814 99 Bratislava, Slovakia :

Tel :

Email

Part 1.5 Banking details of Parties

- (1) All financial transactions of the Lead Partner and the Partner in the execution of the Main Contract and this Consortium Agreement shall be made to and from the following bank account:

Account Holder: Umweltbundesamt GmbH,
Bank Name: Erste Bank der österreichischen Sparkasse AG Am
Bank Address: Belvedere 1, 1100 Vienna, Austria
IBAN:
SWIFT/ BIC:
Currency:

- (2) Partner **ústav krajinej ekológie SAV, v.v.i.:**

Account Holder: ústav krajinej ekológie SAV, v.v.i.
Bank Name: Štátna pokladnica
Bank Address: Radlinského 32, 810 05 Bratislava, Slovakia
IBAN:
SWIFT/ BIC:
Currency: