

Sub-consultancy Agreement No. 24VV30-3

Date

03 September 2024

ELLE ref.

24VV30-3

SIA "Estonian Latvian & Lithuanian Environment" ^A

Registration No. 40003374818

VAT No. LV 40003374818

Legal Address: VTlandes iela 3-6, Riga, LV-1010, Latvia

Represented by: Valts Vilnītis, Chairman of the Board

Hereinafter referred to as "ELLE"

Institute of Landscape Ecology of the Slovak Academy of Sciences Registration

No. 00679119

VAT No. SK 2020831076

Legal Address: Štefánikova Street 3, 814 99 Bratislava, Slovak Republic Represented

by: Ľuboš Halada, Director

Hereinafter referred to as "ILE"

Background:

(i) Considering the joint proposal of ELLE & ILE for the World Bank Procurement No. 0002003011 to provide the consulting services for the *Regional Collaboration in Protecting Biodiversity & Ecosystems in Eastern Partnership Countries*,

(ii) in accordance with the respectively submitted ELLE & ILE Technical Proposal and Financial Proposal (Annexes 1.1, 1.2, 1.3, 1.3, and 2 to this Agreement),

(iii) ELLE has entered into a contract No. 721381 (hereinafter referred to as "**Main Contract**") with The World Bank (hereinafter referred to as "**Client**") to perform the assignment titled "**Consultancy services to support regional collaboration, information exchange, and knowledge sharing in protecting biodiversity and natural ecosystems in the Eastern Partnership countries**" (hereafter called the "**Assignment**"),

(iii) Referring to Terms of Reference for Assignment which is applicable in respect of the Main Contract and is attached hereto as Annex 3,

the following Sub-consultancy agreement (hereafter called the “**Agreement**”) is concluded:

1. Subject of the Agreement

ILE commits to make the following input to the Assignment (hereafter called the “Services”) in accordance with the Terms of Reference (Annex 3 to this Agreement):

Services in accordance with the Terms of Reference (Annex 3)	Location	Number of Days
Lead role and coordination in Task 2, inputs to Tasks 1 and 3, provided by ILE personnet – project key experts: Luboš Halada, Peter Gajdoš, Juraj Lieskovský, Miriam Vlachovičová, Petra Gašparovičová	Bratislava (Slovakia) with travel to Moldova, Ukraine, Georgia or Armenia upon request	270

The Services are considered completed when the Client accepts the services provided by ELLE as per the terms of the Main Contract.

2. Rights and Obligations of ILE

ILE shall perform the Services as described in Annex 3 and shall strictly comply with the terms and conditions of this Agreement. ILE will not disclose or share any documents or copies related to the Services, except when the information is publicly known.

ILE will inform ELLE of the progress of the Services upon request and undertakes to notify ELLE within 2 (two) business days of any circumstances that may adversely affect the further performance of the Services or affect the timely performance of the Agreement.

ILE has the right to receive all necessary information and materials for Service execution, using them solely for fulfilling the Agreement.

If ELLE or the Client identifies deficiencies in any of the documentation, texts or other information instruments prepared by the ILE within the performance of the Agreement, ILE is obliged to rectify them in accordance with indications of ELLE, within a specified timeframe at no additional cost.

The input by ILE provided to the Assignment is only considered completed upon full acceptance by the Client. ELLE has the right, even after making the payment to the ILE, to request the ILE to reimburse the part of the remuneration unduly paid for any deficiencies found in the Services performed. Such a right of claim does not exclude the right of ELLE or the Client to claim damages as well.

3. Rights and Obligations of ELLE

ELLE will provide ILE with all necessary information to perform the Services.

ELLE has the right to supervise the execution of the Agreement, however ILE assumes toward Client al of the obligations and responsibilities in the Main Agreement as they relate to the execution of the Services

ELLE will pay ILE for the completed Services as per the Agreement.

4. Effective Date, Duration, Amendments, and Termination of the Agreement

This Agreement shall be deemed to have entered into force on 03 September 2024 and the term of this Agreement shall not exceed the term of the Main Contract. The period of execution of the Services is specified in the Annex I and may be extended only with the express written agreement of both parties before such period elapses.

Agreement can be amended, supplemented, or terminated by mutual written agreement.

In the event of early termination, ILE must submit all prepared documents to ELLE within 5 days of the Agreement termination.

In the case of misconduct, gross negligence of professional duties, repeated disobedience of instructions, criminal offences, offences injuring ELLE's or the Client's reputation ELLE may unilaterally terminate the Agreement without notice. For the purposes of this Agreement, gross negligence shall not only mean any material breach of the provisions of the present Agreement but also the disregard of the laws, customs and usages of the countries in which ILE shall execute the Services. ELLE can immediately terminate the Agreement if requested by the Client or if the Main Contract is terminated or the Assignment is cancelled or reorganised in such a way that the Services are no longer justified.

5. Price and Payment Terms

For consideration of the Services to be performed under this Agreement, ELLE shall pay the ILE a lump sum in the amount of **87 600.00 EUR** (eighty-seven thousand six hundred EUR). The said payment includes all social contributions and taxes. It is ILE responsibility to ensure that all mandatory tax and social contribution payments are made in accordance with the provisions of all relevant legal acts of the ILE country of registration.

In addition to the lump sum amount, ILE is entitled to request reimbursement from ELLE for other costs directly related to the implementation of the Assignment, by providing ELLE with all relevant supporting documents that justify the goods or services received and the related expenses of the ILE.

Costs for the air travel for ILE experts in the Assignment region related to participation in the Assignment will be paid directly by ELLE. ELLE may request proof of use of travel tickets, such as airline boarding passes.

The payment of the lump sum will be made in three instalments as follows:

First payment upon the Client's acceptance of project Deliverables 1, 2, and 3.1: **22 240.00 EUR**;

Second payment upon the Client's acceptance of project Deliverables 3.2, 3.3, 4, 7, and 8: **38 940.00 EUR**;

Final payment upon the Client's acceptance of project Deliverables 5 and 6: **26 420.00 EUR**.

Within 5 working days from the receipt of the said acceptances from the Client, ELLE will request the ILE to issue the invoice.

The payments shall be made to the bank account stated in the Clause II of this Agreement.

6. Liability

ELLE and the Client are entitled to compensation of any damages incurred due to the fault of ILE.

If the ILE is late on the mutually agreed Assignment fulfilment deadlines, ELLE has the right to claim penalties amounting to 0.1% of the total lump sum of the Agreement for each day of delay, but not exceeding 10% of the total lump sum. If ELLE delays payments, a similar penalty is imposed on ELLE-

By signing this Agreement, ILE agrees that ELLE may unilaterally deduct the contractual penalty from the amounts payable to the ILE.

ILE shall carry all appropriate insurances to protect its Experts and ELLE from the responsibilities under this Agreement, in particular (but not limited to) professional liability, public liability, health & safety, life, medical and travel insurance cover. The insurance cover outlined above shall be in terms which are usual for the provision of services similar to the Services.

7. Intellectual and industrial property rights

From the moment of creation, all copyright to the contents of all texts and other information instruments, reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired (e.g. presentation material), compiled or prepared by the ILE in the performance of the Agreement shall be transferred from the ILE to the Client, unless otherwise specified. ILE may retain copies of such documents and data but will not be entitled to use this material for purposes unrelated to the Agreement without the prior written consent of the Client.

Remuneration for the transfer property rights of the ILE experts to the Client is included in the total amount of remuneration set in this Agreement, and ILE undertakes not to demand any additional remuneration from ELLE or the Client in this regard, as well as to ensure that no third party makes such claims. ILE also undertakes not to use their personal rights to any information developed within the framework of this Agreement in any way during the term of this Agreement, as well as indefinitely after its termination, in a way that could harm the Client's interests. ILE undertakes to take all necessary actions to prevent any such claims being raised by third parties.

8. Confidentiality

ILE shall maintain confidentiality vis-à-vis third party including the press in respect of information, data or documents acquired or brought to ILE in connection with the performance of this Agreement. ILE may use the information provided by ELLE or the Client only for the purposes of performance of this Agreement.

Each party acknowledges the text of this Agreement, as well as all information provided and to be provided by each party to the other during the conclusion and performance of this Agreement, including (but not limited to) information on the other party's operations, financial condition, technologies, including written, oral, data-stored, audio-visual and any other form of information, as well as information on the performance of this Agreement, as confidential information of the other party, which may not be disclosed to third parties during and after the termination of the Agreement, except when such information must be disclosed to law enforcement authorities in accordance with the requirements of regulatory enactments. The confidentiality obligations referred to in this article shall be of indefinite nature.

9. Personal data processing

Each of the parties has the right to process the personal data obtained from the other party only for the purpose of ensuring the fulfilment of the obligations of the Agreement, observing the requirements specified in regulatory enactments for the processing and protection of such data (incl. Regulation (EU) 2016/679 of the European Parliament and of the Council – “General Data Protection Regulation) during the validity of the Agreement. The representative of each party who transfers personal data to the other party is responsible for ensuring that there is a legal basis for the transfer of personal data. The parties undertake not to transfer the personal data of natural persons, obtained from the other party, to third parties, except in cases when the Agreement provides otherwise, or regulatory enactments provide for the transfer of such data. Each Party undertakes to ensure the level of protection of personal data submitted by the other Party in accordance with the applicable regulatory enactments. Each party shall process the personal data obtained from the other party, which are processed to ensure the fulfilment of the obligations of the Agreement, no longer than until the moment when the Agreement expires.

10. Force majeure

Each party shall immediately, but not later than within 2 (two) business days, notify each other in writing of the occurrence of unforeseeable and unavoidable (force majeure) circumstances due to which the performance of any obligations specified in this Agreement has become impossible. In such a case/ by mutual agreement of the parties in writing, the term for performance of the obligations of the Agreement shall be extended by the period during which the force majeure circumstances operate or to another term agreed upon by the parties. The parties shall not be mutually liable to each other for failure to fulfil contractual obligation due to force majeure.

11. Bank account specifications

11.1. ILE

Bank name:

BIC/SWIFT:

IBAN :

11.2. ELLE

Bank name:

BIC/SWIFT:

IBAN:

12. Additional Provisions

The ELLE appointed administrative Project Manager for the Assignment is Mr Valts Vilnitis

Both parties agree not to engage in activities that could harm each other's interests or reputation. This Agreement shall be construed in accordance with the regulatory enactments in force in the Republic of Latvia. Any disputes will be resolved through negotiations/ and if unsuccessful through the courts of the Republic of Latvia.

Iny provision of the Agreement is invalidated, it does not affect the remaining provisions.

e contract is signed with a secure electronic signature.



Digitally signed
by VALTS VILNĪTIS
Date:

ILE. **L'uboš
Halada**

Digitálne podpísal
L'uboš Hatada
Dátum:

Valts Vilnītis
Chairman of the Board

L'uboš Halada
Director