

## **Contract of services**

**INSTITUTE OF LANDSCAPE ECOLOGY of the Slovak Academy of Sciences**  
**Štefánikova 3, P.O. Box 254**  
**SK-814 99 Bratislava**  
**Slovakia**

and

**Mr. Mirosław Gwiazdowicz**

Number of ILE SAS contract: **2/2018 – NEEMO EEIG**  
Date: 1.7.2018

Dear Mr. Gwiazdowicz,

Following the interview held and hence confirming the agreements reached with yourself, we would like to confirm your assignment as a consultant to be carried out, with our collaboration, in the framework of the project **„Monitoring of LIFE projects (action grants and operating grants) communication about the LIFE programme and other linked activities“** to be carried out in different EU and countries by the NEEMO EEIG.

The above-mentioned contract was awarded to **NEEMO EEIG** and part-performed by Institute of Landscape Ecology of the Slovak Academy of Sciences in Bratislava (ILE SAS)

The assignment will be entrusted to you on the following conditions, formalities and terms:

### **A. Subject of the offer**

In relation to the requirements expressed by DG Environment or EASME, hereafter "the Client", and following a preliminary evaluation of these needs conducted by ourselves, we confirm the assignment in:

Consultancy and technical assistance as a member of the NEEMO EEIG Central and Eastern European Team, presently implementing the tasks related to monitoring of LIFE projects specified by the Institute of Landscape Ecology of SAS and special tasks specified by the Central Team of NEEMO.

### **B. Formalities to be undertaken for the position**

You have been already presented to the Client in the tender, who we notified regarding your nomination and your professional Curriculum Vitae. The client

approved your Curriculum Vitae and agreed that you are qualified to undertake the position in question.

Your job can be carried out both at the Client premises and/or in other locations but should be undertaken without a permanent presence in the Client's organization and without the execution of functions related to hierarchical-functional positions under the framework of the Client organization or organizational chart. You should use your own professional skills and tools as much as possible.

Access to our Client and the method for using their organization structure must be limited and functionally linked to the objective of your assignment and it must be essentially motivated by:

- consultation with staff of the client's organization;
- consultation of the client organizations documentation;
- update and verification of the state of advancement of the operational plan for the completion of your tasks.

Your tasks will be carried out completely autonomously, with independent use of your time and you should be in a position to take decisions on an organizational and technical level. No organizational, hierarchical or disciplinary links can bind your collaboration with our organization and our Client.

The Client cannot be considered as your employer. You will not assume any rights from the working relationship between our Organization and the Client.

During the progress of your assignment, you should every so often, maintain necessary contacts both with the Management of our Client and our company with an aim to:

- present any emerging problems;
- signal the requirements of the Client;
- forecast adjustments to the objectives linked to your task;
- suggest initiatives for the amplification of the intervention area and for
- extending the task to other specialists.

You are free to undertake other activities, providing that they are not in direct competition and/or incompatible with the obligations linked to your present assignment.

With regard to what will be learnt and what will be achieved during the course of your present assignment, these matters must remain strictly confidential and you are hence required to adhere to a regime of professional secrecy.

You will comply with the principles relating to processing of personal data according to Art. 5.1 of the General Data Protection Regulation (GDPR). This regulation prohibits the unauthorised processing of personal data to which you gain access to or knowledge of in the frame of your involvement as member in the working team mentioned above. This obligation shall continue to apply after the termination of your involvement.

As far as your assignment is concerned, you must fully respect a professional code of conduct, hence avoiding everything that could constitute prejudice towards the prestige of your function and our company image.

Your assignment will be carried out between **01/07/2018** and will have to be completed by **31/12/2018**. We have the right to terminate this contract should your performance not be considered satisfactory by the Client or in consequence of an explicit motivated request by a ILE SAS member.

As your assignment is specifically carried out in the framework of the contract signed between the NEEMO EEIG and DG ENV - LIFE Unit and between NEEMO EEIG and EASME, within the same, based on the contract signed between the NEEMO EEIG and ILE SAS, the present contract will automatically end at the moment in which one of the above mentioned contracts terminates, for any reason. ILE SAS will notify you of termination by means of a registered letter.

For any administrative issue, including anticipated payments of air tickets you will have to be in contact with ILE SAS via the following persons:

**Dr. Július Oszlányi** and **Dr. Peter Bezák**  
**Leader of ILE SAS part of the project** **Expert**

Phone:

Fax:

e-mail: \_\_\_\_\_

You should therefore contact the above-mentioned experts in order to agree upon the tasks related to your professional qualifications, for all aspects for which it is decided that you are competent.

You must also inform both of our above-mentioned experts and our Client about the advancing state of the tasks you are working on, whenever you retain necessary. The collaboration supplied in the team activity will be achieved with full respect for your professional and organizational independence.

It is intended that you must respect the general rules for the internal and external relationships, which are defined in the Quality Manual based on the UNI EN ISO 9001 and the UNI EN 29004/2 norms.

### **C. Fees**

For the period **from 01/07/2018 to 31/12/2018**, the two parties agreed on a daily fee of **280.00** EUR.

This amount due as honoraria will be invoiced by you following the general rules applicable for the contract with the Client after the three, six and nine months and after the end date of this contract. You will submit an invoice for an amount equal to the agreed daily fee multiplied by the cumulative number of the days worked in the respective 3-month period of the contract. The cumulative number of the days worked for monitoring of LIFE projects must not exceed **the number of days specified in the annex** to this contract. You will submit the NEEMO digital timesheet (using excel file template provided by the NEEMO management) and signed digital timesheets (pdf file) on monthly basis. At the same time the signed paper timesheet must be delivered to ILESAS office in Bratislava. **Additionally, the number of days for regional**

**quality control is paid on the basis of real number of days registered in your timesheets and the number of days for other (specific) tasks, correctly registered in your timesheets, is paid on the basis of figures provided and approved by the NEEMO Central Team and NEEMO directors. Your invoices must be structured to reflect days registered under particular tasks in your timesheets (e.g. days under Task 2a+6 monitoring open projects, days under Task 5b info day, etc.) and to reflect sub-activities of Task 2a+6 (e.g. quality control, inventory meeting, etc.).** Reimbursement of the honoraria invoice will be performed by the ILE SAS after validation of your timesheets by the regional co-ordinator. The ILE SAS payment order will be sent to current bank account indicated in your honoraria invoice within 30 days after the date of receiving your invoice and respective timesheets. In case of delayed payment, the amount to be paid will be accrued by 0.5 % interest on a monthly basis.

The DSA and travel expenses will be invoiced by you following the general rules specified by the NEEMO directors and managers and applicable for the contract with the Client at monthly basis and within the 5th day of the following month after the performed travel. Reimbursement of the DSA and travel invoices will be performed by the ILE SAS at monthly basis not later than 20 working days after receiving all the correctly filled in DSA and travel documents. DSA form must be delivered in digital version (using excel file template provided by the NEEMO management) and in the signed digital version (pdf file). At the same time original paper travel documents together with the signed paper DSA form must be delivered to ILESAS office in Bratislava together with the scanned version (pdf file). In case of delayed payment, the amount to be paid will be accrued by 0.5 % interest on a monthly basis.

You will send the invoices, timesheets and DSA and travel reimbursement documents to the address of the Institute of Landscape Ecology of the Slovak Academy of Sciences, Štefánikova 3, P.O. Box 254, 814 99 Bratislava, Slovakia.

Your invoices shall explicitly mention the fact that the value is not subject to VAT imposition.

**You hereby declare, that you meet all the local and national regulations concerning income tax, medical, social and other obligatory insurance.**

Both parties to this contract have the right to terminate it with a notice period of **two months**. Notice must be given in writing. If the advance notice requirement is not fulfilled, then you will remain responsible towards ILE SAS for any damages that may arise as a consequence of your actions or omissions during performance of this contract.

Any complaints and/or conflicts on behalf of the Client or of the final beneficiary (if different from the Client) will authorize our company to suspend any payments due until the problems that are the subject of conflict have been clarified and solved. In the case that the complaints and/or conflicts are not solved regarding the Client and/or the final beneficiary within three months of its first manifestation or in the case that a grave error has been committed that could lead to the company image of ILE SAS and the companies operating together with ILE SAS being in any way damaged through the projects on which you work, a termination of the contract with a warning period of two months, without anything due to you apart from what you have already matured up until the moment of the termination, could take place.

A successive withdrawal from the position held before the attainment of the relative objectives will involve the right to compensation only for tasks already completed, if

they are independently valid. In any case, the responsibility for any damages incurred that follow your withdrawal or your errors will remain in your charge.  
The present position requires autonomous working relationships.

The place of jurisdiction: Bratislava  
Applied Law: Slovakia

We ask that you return a signed copy of the present document as soon as possible thus confirming that you accept this contract of work (assignment) and its conditions.  
We also take this opportunity to offer you our best regards,

**Dr. Zita Izakovičová**  
**Director**  
**Institute of Landscape Ecology of SAS**

**Mirosław Gwiazdowicz**

Date: 01.07.2018

Date:

Signature:

Signature:

## ANNEX 1

to the contract of services Nr. 2/2017 – NEEMO EEIG of Mr. Gwiazdowicz

### DAYS ASSIGNED TO THE MONITORING EXPERT:

- **29.75 days** dedicated to **monitoring** of open LIFE projects\* based on data provided by the NEEMO management as valid on 01/08/2018 and calculated as follows:

31 days allocated in SC09\_10 contract (1.7.2018-31.12.2018) for the monitoring expert's projects

*minus*

1.25 days allocated to the reserve tank for ILE-QC for SC09\_10 period\*\*

This number of days is provisional and **may decrease if any of the assigned LIFE projects is closed in Butler** during the contract period and the related number of days assigned to this project is adjusted by the NEEMO directors and management. Similarly, for any other reason the number of days for LIFE2017 or some other projects may change after intervention made by the NEEMO Central Team and/or NEEMO directors (e.g. increase the number of days for LIFE2017 projects).

- additional days dedicated to the **quality control** at ILE regional team level performed during the contract period by the expert who signed this contract and registered in expert's timesheets for this contract period;
- additional days dedicated to **other (special) tasks\*\*\*** (including the NEEMO meetings for the monitoring experts) registered in expert's timesheets for this contract period and approved by the NEEMO Central Team and NEEMO directors by the end of the contract.

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\* 5 below listed open LIFE projects assigned for monitoring in SC09\_10contract

\*\* 0.25 day per project per half-year out of the total number of project days is allocated to the reserve tank to pay the quality control at ILE regional team level.

\*\*\* The final allocation of days for other tasks is being specified during or at the end of the contracted period, therefore no figures are provided in the contract.

Project code	Allocation of wd
LIFE12 INF/PL/000009	6
LIFE13 INF/PL/000039	6
LIFE14 CCA/PL/000101	8
LIFE14 GIC/PL/000008	6
LIFE17 CCM/PL/000016	5
Monitoring total wd	31
QC allocation for reserve tank	-2.5
<b>Contracted wd</b>	<b>28.5</b>

° not in BUTLER yet (reserve list)