

Service Contract

This contract is concluded in line with the Service Contract No. 3437/ B2019 / ENIE / EEA.57617 signed on 19 April 2019 between the European Environment Agency (EEA) and the Museum national d'Histoire naturelle (Museum),

Which itself follows a first Service Contract N° 3437 / 82017/ ENIE / EEA.56933 expired on 31 December, 2018.

Under the ENI-SEIS East project, the EEA and the Museum are expected to provide scientific and technical support to six countries of Eastern Europe (Armenia, Azerbaijan, Belarus, Georgia, Moldova and Ukraine) to strengthen their environmental monitoring and information management on the basis of the SEIS principles. As far as biodiversity is concerned, this implies support for the implementation of the Emerald Network under the Berne Convention.

Ustav Krajinej ekologie Slovenskej akademie vied (ILE-SAS), established in Slovakia, Štefánikova 3, P.O.BOX 254, 81499 Bratislava, represented by Dr. Zita Izakovičová (hereinafter referred to as "IIE"), of the one part,

and

SIA « Biota », Marupe, Donu iela I, LV-2167, Latvia, represented by Otars OPERMANIS, member of the board (hereinafter referred to as "the external service provider") of the other part,

hereinafter referred to collectively as the "Contracting Parties"

HAVE AGREED

the Special Conditions and the General Conditions below and the following Annexs:

Annex I - Terms of references

which form an integral part of this contract (hereinafter referred to as "the Contract").

The terms set out in the **Special Conditions** shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those set out in the Annexs.

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the ILE subject to the rights of the external service provider under Article 1.7 should he dispute any such instruction.

1- SPECIAL CONDITIONS

ARTICLE 1.1 - SUBJECT

- 1.1.1. Activities should be carried out in close interaction with ILE, the Museum national d'Histoire naturelle (MNHN), under the control of the manager of the European topic centre on biological diversity (ETC/BO), and the Council of Europe secretariat. The external service provider undertakes to carry out under the supervision of the MNHN the work described in Annex 1 :

Support for the implementation of Emerald in six (6) Eastern countries

ARTICLE 1.2 - DURATION

- 1.2.1. The Contract shall enter into force on the date on which it is signed by the ILE.
- 1.2.2. The period of performance of the service shall not exceed 31.1.2020. The period for performance of the services may be extended only with the express written agreement of the contracting parties before such period elapses.

ARTICLE 1.3 - CONTRACT PRICE

- 1-3.1 The maximum amount to be paid by ILE under this Contract shall be **EUR 19 820 (nineteen thousands eight hundreds twenty euro)**, covering all services requested and including reimbursement of expenses.

The price also covers any fee payable to the external service provider in relation to the vesting of rights with the European Union and where applicable the transfer of rights to the European Union and any use of the results.

- 1-3.2 In addition to the contract price, no reimbursable expenses are foreseen.

ARTICLE 1.4 -INVOICING AND PAYMENT

- 1.4.1 Payments under the Contract shall be made in accordance with the provisions in Article 11.15. Payments shall be executed only if the external service provider has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the external service provider.

1.4.2. Pre-financing

Within 30 (thirty) calendar days from the date of entry into force of this Contract as specified in Article 1.2.1, and upon receipt and approval of the relevant invoice, ILE shall make a pre-financing payment of **EUR 7 928 (seven thousand nine hundred twenty eight euro)**, corresponding to 40% of the total price specified in Article 1.3.1, to the external service provider. The invoice shall indicate the reference number of the Contract and be sent by the external service provider to the ILE at the following address: zuzana.kubicova@savba.sk with a copy to marie-claude.moses@mnhn.fr

1.4.3. Interim payment

Upon completion of the database with conclusions on the first biogeographic seminar (tentatively set to 30 June 2019) of the project as specified in Annex I, the external service provider shall submit the relevant invoice for an interim payment of EUR **5 946 (five thousands ni ne hundred forty six euro)** corresponding to 30% of the total price specified in Article 1.3.1.

The invoice shall indicate the reference number of the Contract and be sent by the external service provider to ILE at the address _____ ith a copy to _____ accompanied by the following documents:

- the deliverables in accordance with the project as specified in Annex 1 and
- any supporting document relating to the services carried out, indicating the reference number of the Contract to which they refer.

ILE shall have 30 (thirty) calendar days from receipt to approve or reject the deliverables, and the external service providers shall have 10 (ten) calendar days in which to submit additional information or new deliverables. Failing a written reply from ILE within the time limit for scrutiny indicated above, the deliverables shall be deemed to have been approved.

The interim payment shall be made to the ILE within 30 (thirty) days of approval of the deliverables.

1.4.4. Payment of the balance

Upon completion of phase 3 of the project as specified in Annex 1 the external service provider shall submit the relevant invoice, for payment of the balance corresponding to EUR **5 946 (five thousands ni ne hundred forty six euro)** equivalent to 30% of the total price specified in Article 1.3.1.

The invoice(s) shall indicate the reference number of the Contract and be sent by the external service provider to ILE at the address _____ with a _____ accompanied by the following documents:

- the deliverables in accordance with the project as specified in Annex 1
- any supporting document relating to the services carried out, indicating the reference number of the Contract to which they refer, and
- a list of all pre-existing rights to the results or parts thereof or a declaration stating that there are no such pre-existing rights, as provided for in Article 11.7.4.

ILE shall have 30 (thirty) working days from receipt to approve or reject the deliverables, and the external service provider shall have 10 (ten) working days in which to submit additional information or new deliverables. Failing a written reply from ILE within the time limit for scrutiny indicated above, the deliverables shall be deemed to have been approved.

The payment of the balance shall be made to the external service provider within 30 (thirty) days of receiving the balance payment from MNHN.

ARTICLE 1.5 - BANK ACCOUNT

Payments shall be made to the external service provider's bank account denominated in euro¹, identified as follows:

Name of bank: Swedbank

Subcontract ILE / SIA Biota

Address of branch in full: Balasta dam bis la, Riga, LV-1048, LATVIA

Exact designation of account holder: SIA ((Biota"

IBAN code: LV4IHABA055I007826985

BIC/Swift: HABA LV 22

ARTICLE 1.6 - GENERAL ADMINISTRATIVE PROVISIONS

- 1.6.1. Any communication relating to the Contract or its implementation shall be made in writing, in paper or electronic format, in the language of the contract and shall bear the Contract reference.
- 1.6.2. Electronic communication must be confirmed by paper communication when requested by either party. The contracting parties agree that electronic communication has full legal effect and is admissible as evidence in judicial proceedings.
- 1.6.3. Any communication is deemed to have been received by the receiving party on the date of dispatch of that communication, provided that it is sent to the e-mail address indicated in Article 1.6.4 below. The sending party must be able to prove the date of dispatch. In the event that the sending party receives a non-delivery report, it must take every effort to ensure that the other party actually receives the communication by electronic or normal mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Ordinary mail shall be deemed to have been received by ILE on the date on which it is registered by the department responsible indicated in Article 1.6.4. Formal notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the communication was delivered to the specified recipient.

1.6.4. Communications shall be sent to the following addresses:

! ! !:

Ustav Krajinej ekologie Slovenskej akademie vied (ILE-SAS)

Attn : Mr Lubos Halada

Štefánikova 3, P.O.BOX 254

81499 Bratislava

Slovakia

Contractor:

SIA BIOTA

Attn: Mr Otars OPERMANIS

Marupe, Donu iela 1,

LV-2167,

Latvia

ARTICLE 1.7- APPLICABLE LAW AND SETTLEMENT OF DISPUTES

1.7.1. The Contract shall be governed by the national law of Slovakia.

1.7.2. Any dispute between the parties resulting from the interpretation, application or validity of the Contract, which cannot be settled amicably, shall be brought before the courts of Bratislava, Slovakia.

ARTICLE 1.8 - EXPLOITATION OF THE RESULTS OF THE CONTRACT

1.8.1. Modes of exploitation

In accordance with Article 11.7.2 whereby ILE acquires ownership of the results as defined in this Contract, these results may be used for any of the following modes of exploitation:

- (a) Use for its own purposes:
 - (i) making available to the staff of ILE;
 - (ii) making available to the persons and entities working for ILE or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions;
 - (iii) installing, uploading, processing;
 - (iv) arranging, compiling, combining, retrieving;
 - (v) copying reproducing in whole or in part and in unlimited number of copies.
- (b) Distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file.
- (c) Communication through press information services.
- (d) Inclusion in widely accessible databases or indexes, such as via *"open access"* or *"open data"* portals, or similar repositories, whether freely accessible or accessible only upon subscription.
- (e) Modification by ILE or by a third party in the name of ILE, including:
 - (i) shortening;
 - (ii) summarizing;
 - (iii) modifying of the content, the dimensions;
 - (iv) making technical changes to the content: necessary correction of technical errors; adding new parts or functionalities; changing functionalities; providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications;
 - (v) addition of new elements, paragraphs, titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.;
 - (vi) addition of metadata, for text and data-mining purposes; addition of right-management information; addition of technological protection measures;
 - (vii) preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation, etc.;
 - (viii) extracting a part or dividing into parts;
 - (ix) translating, inserting subtitles, dubbing in different languages versions;
- (f) Rights to authorise, license, or sub-license in case of licensed pre-existing rights, the modes of exploitation set out in any of the points (a) to (e) above to third parties.

- (g) Other adaptations which the parties may later agree; in such case, the following rules apply: ILE must consult the external service provider and, if necessary, the external service provider shall in turn seek the agreement of any creator or other right holder and shall reply to ILE within 15 (fifteen) days by providing its agreement, including any suggestions of modifications, free of charge. ILE may refuse the intended modification only if a creator can demonstrate that the intended modification may harm his/her honour or reputation, thereby violating his/her moral rights.

1.8.2 Pre-existing rights and transmission of rights

All pre-existing rights incorporated in the results, if any, are licensed to ILE as set out in Article 11.7.3. The external service provider shall provide ILE with a list of relevant pre-existing rights and third parties' rights as provided for in Article 11.7.5 together with the request for payment of the balance at the latest.

ARTICLE 1.9 - PROCESSING OF PERSONAL DATA

For the purpose of Article 11.5.1, the data controller is the contact person for ILE as specified in Article 1.6.4;

II - GENERAL CONDITIONS

ARTICLE 11.1- PERFORMANCE OF THE CONTRACT

- 11.1.1** The external service provider shall provide services of high quality standards, in accordance with the state of the art in the industry and the provisions of this Contract, in particular in the terms of references (Annex I).
- 11.1.2** The external service provider shall have sole responsibility for taking the necessary steps to obtain any permit or license required for the performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- 11.1.3** Without prejudice to Article 11.3 any reference made to the external service provider's personnel in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- 11.1.4** The external service provider shall neither represent ILE, the Museum and/or the EEA nor behave in any way that would give such an impression. The external service provider shall inform third parties that he does not belong to any of these entities.
- 11.1.5** The external service provider is responsible for the personnel who carry out the services and exercises its authority over its personnel without any interference by ILE, the Museum or the EEA. The external service provider must inform its personnel that (i) they may not accept direct instructions from any of these entities, and (ii) their participation in providing the service does not result in any employment or contractual relationship with any of these entities.
- 11.1.6** The external service provider must ensure that the personnel performing the Contract and any future replacement personnel possess the professional qualifications and experience required to provide the services, as the case may be based on the selection criteria set out in the terms of references (Annex I).
- 11.1.7** At ILE's reasoned request, the external service provider shall replace any member of personnel who (i) does not have the expertise required to provide the services or (ii) has caused disruption at the

premises of ILE. The external service provider bears the cost of replacing its personnel and is responsible for any delay in providing the services resulting from the replacement of personnel.

- 11.1.8 Should any unforeseen event, action or omission directly or indirectly hamper provision of the services, either partially or totally, the external service provider shall immediately and on its own initiative record it and report it to ILE. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the external service provider to ensure full compliance with its obligations under the Contract.
- 11.1.9 Should the external service provider fail to perform its obligations under the Contract, ILE may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, ILE may impose penalties or liquidated damages provided for in Article 11.13.

ARTICLE 11.2 - LIABILITY

- 11.2.1 ILE shall not be liable for any damage or loss caused or sustained by the external service provider, including any damage or loss caused by the external service provider to third parties, during or as a consequence of performance of the Contract, except in the event of wilful misconduct or gross negligence on the part of ILE.
- 11.2.2 The external service provider shall be liable for any loss or damage caused to or sustained by ILE during or as a consequence of performance of the Contract but only up to 3 (three) times the total amount of the Contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the external service provider or by its personnel the external service provider shall remain liable without any limitation as to the amount of the damage or loss.
- 11.2.3 In the event of any action brought by a third party against ILE in connection with performance of the Contract, including any action for alleged breach of intellectual property rights, the external service provider shall assist ILE in the legal proceedings, including by intervening in support of ILE upon request. Expenditure incurred by the external service provider to this end may be borne by ILE. If the ILE's liability towards the third party is established and that such liability is caused by the external service provider during or as a consequence of the performance of the Contract, the provisions of Article 11.2.2 shall apply.
- 11.2.4 The external service provider shall take out insurance against risks and damages relating to performance of the Contract if required by the relevant applicable legislation. The external service provider shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance certificates shall be sent to ILE should it so request.
- 11.2.5 Neither party shall be liable to the other party for loss or use of any results, loss for any indirect or consequential loss of damage, howsoever arising, which may be suffered by the other party in connection with the performance of the contract.

ARTICLE 11.3 - CONFLICT OF INTEREST AND PROFESSIONAL CONFLICTING INTEREST

- 11.3.1 The external service provider shall take all necessary measures to prevent any situation of conflict of interest or professional conflicting interest.

Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Professional conflicting interest is a situation in which the external service provider's previous or on-going professional activities affect its capacity to perform the Contract to an appropriate quality standard.

11.3.2 Any situation that could constitute a conflict of interest or professional conflicting interest during performance of the Contract must be notified to ILE in writing without delay. In the event of such situation, the external service provider shall immediately take all necessary actions to resolve it.

ILE reserves the right to verify that such actions are appropriate and to require the external service provider to take further actions, if necessary, within a time limit which it shall set.

11.3.3 The external service provider shall ensure that its personnel, board and directors are not placed in a situation which could give rise to conflicts of interest. Without prejudice to Article 11.1, the external service provider shall replace, immediately and without compensation from ILE, any member of its personnel exposed to such a situation.

The external service provider shall pass on all the relevant obligations in writing to its personnel, board and directors as well as to third parties involved in the performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to ILE should it so request.

11.3.4 The external service provider shall abstain from any contact likely to compromise its independence.

11.3.5 The external service providers declares: (i) that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract, and (ii) that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

ARTICLE 11.4 - CONFIDENTIALITY

11.4.1 ILE and the external service provider must treat with confidentiality any information or documents, in any format, disclosed in writing or orally, relating to the performance of the Contract and identified in writing as confidential.

11.4.2 Each party must:

- (a) not use confidential information or documents for any purpose other than to perform its obligations under the Contract without the prior written agreement of the other party;
- (b) ensure the protection of such confidential information or documents with the same level of protection as its own confidential information or documents and in any case with due diligence;
- (c) not disclose, directly or indirectly, confidential information or documents to third parties without the prior written agreement of the other party.

11.4.3 The confidentiality obligations set out in this article are binding on ILE and the external service provider during the performance of the Contract and for as long as the information or documents remain confidential unless:

- (a) the disclosing party agrees to release the receiving party from the confidentiality obligation earlier;
- (b) the confidential information or documents become public through other means than a breach of the confidentiality obligation;

(c) the applicable law requires the disclosure of the confidential information or documents.

- 11.4.4 The external service provider must obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the Contract a commitment that they will comply with this article. At the request of ILE, the external service provider must provide a document providing evidence of this commitment.

11.5 - PROCESSING OF PERSONAL DATA

11.5.1 Processing of personal data by ILE

Any personal data included in the Contract or related to its performance shall be processed in accordance with Regulation (EU) 2018/1725². Such data shall be processed solely for the purposes of the implementation, management and monitoring of the Contract by the data controller.

The external service provider or any other person whose personal data is processed by the data controller in relation to this Contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should the external service provider or any other person whose personal data is processed in relation to this Contract have any queries concerning the processing of its personal data, it shall address itself to the data controller.

11.5.2 Processing of personal data by the external service provider

The processing of personal data by the external service provider shall meet the requirements of Regulation (EU) No 2018/1725 and be processed solely for the purposes set out by the data controller.

The external service provider shall assist the data controller for the fulfilment of the data controller's obligation to respond to requests for exercising rights of persons whose personal data is processed in relation to this Contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) No 2018/1725. The external service provider shall inform without delay the data controller about such requests.

The external service provider may act only on documented written instructions and under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The external service provider shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the Contract. The external service provider must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 11.4.

The external service provider shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

² OJ L 295 of 21.11.2018, p. 39

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The external service provider shall notify relevant personal data breaches to the data controller without undue delay and at the latest within 48 hours after the external service provider becomes aware of the breach. In such cases, the external service provider shall provide the data controller with at least the following information:

- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) likely consequences of the breach;
- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The external service provider shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725. The external service provider shall assist the data controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

The external service provider shall maintain a record of all data processing operations carried on behalf of the data controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The external service provider shall notify ILE without delay of any legally binding request for disclosure of the personal data processed on behalf of ILE made by any national public authority, including an authority from a third country. The external service provider may not give such access without the prior written authorisation of ILE.

The duration of processing of personal data by the external service provider will not exceed the period referred to in Article 11.19.2. Upon expiry of this period, the external service provider shall, at the choice of the data controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the data controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

11.6 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION ABOUT THE CONTRACT

- 11.6.1 The external service provider shall authorise ILE to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the external service provider, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article 11.5 shall apply.
- 11.6.2 Any distribution or publication of information relating to the Contract by the external service provider shall require prior written authorisation from ILE and shall mention the amount paid by ILE. It shall state that the opinions expressed are those of the external service provider only and do not represent ILE's official position.
- 11.6.3 The use of information obtained by the external service provider in the course of the Contract for purposes other than its performance shall be forbidden, unless ILE has specifically given prior written authorisation to the contrary.

11.7 -INTELLECTUAL PROPERTY RIGHTS

11.7.1 Definitions

In this Contract the following definitions apply:

- (a) '*results*' means any intended outcome of the performance of the Contract, whatever its form or nature, which is delivered and finally or partially approved by ILE; a result may be further defined in this Contract as a deliverable; a result may, in addition to materials produced by the external service provider or at its request, also include pre-existing materials;
- (b) '*creator*' means any natural person who contributed to the production of the result and includes personnel of ILE or a third party;
- (c) '*pre-existing material*' means any material, document, technology or know-how which exists prior to the external service provider using it for the production of the result in the performance of the Contract;
- (d) '*pre-existing right*' means any industrial or intellectual property right on pre-existing material; it may consist in a right of ownership, a license right and/or right of use belonging to the external service provider, the creator, ILE as well as to any other third parties.

11.7.2 Ownership of the results

ILE acquires irrevocably worldwide ownership of the results and of all intellectual property rights under the Contract. The intellectual property rights so acquired include any rights, such as copyright and other intellectual or industrial property rights, to any of the results and in all technological solutions and information created or produced by the external service provider or by his subcontractors in performance of the Contract. ILE may exploit and use the acquired rights as stipulated in this Contract. ILE acquires all the rights from the moment it approves the results delivered by the external service provider. Such delivery and approval are deemed to constitute an effective assignment of rights from the external service provider to ILE.

11.7.3 Licensing rights on pre-existing materials

Unless provided otherwise in the special conditions, ILE does not acquire ownership of pre-existing rights under this Contract.

The external service provider shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to ILE, which may use the pre-existing materials for all the modes of exploitation as set in Article 1.10. All pre-existing rights shall be licensed to ILE from the moment the results were delivered and approved by ILE.

The licensing of pre-existing rights to ILE under this Contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

The payment of the price as set out in the Contract is deemed to include any fees payable to the external service provider in relation to the acquisition of ownership of rights by ILE including for all forms of exploitation and use of the results.

Where performance of the Contract requires that the external service provider uses pre-existing materials belonging to ILE, ILE may request that the external service provider signs an adequate licence agreement. Such use by the external service provider will not entail any transfer of rights to the external service provider and is limited to the needs of this Contract.

11.7.4 Exclusive rights

ILE acquires the following exclusive rights:

- (a) reproduction: the right to authorise or prohibit direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (b) communication to the public: the exclusive right to authorise or prohibit any display, performance or communication to the public, by wire or wireless means, including the making available to the public of the results in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also include the communication and broadcasting by cable or by satellite;
- (c) distribution: the exclusive right to authorise or prohibit any form of distribution of results or copies of the results to the public, by sale or otherwise;
- (d) rental: the exclusive right to authorise or prohibit rental or lending of the results or of copies of the results;
- (e) adaptation: the exclusive right to authorise or prohibit any modification of the results;
- (f) translation: the exclusive right to authorise or prohibit any translation, adaptation, arrangement, creation of derivative works based on the results, and any other alteration of the results, subject to the respect of moral rights of authors, where applicable;
- (g) where the results are or include a data base: the exclusive right to authorise or prohibit the extraction of all or a substantial part of the contents of the data base to another medium by any means or in any form; and the exclusive right to authorise or prohibit the re-utilisation of all or a substantial part of the contents of the data base by the distribution of copies, by renting, by on-line or other forms of transmission;

- (h) where the results are or include apatentable subject-matter: the right to register them as a patent and to further exploit such patent to the fullest extent;
- (i) where the results are or include logos or subject-matter which could be registered as a trademark: the right to register such logo or subject-matter as a trademark and to further exploit and use it;
- (j) where the results are or include know-how: the right to use such know-how as is necessary to make use of the results to the full extent provided for by this Contract, and the right to make it available to contractors acting on behalf of ILE, subject to their signing of adequate confidentiality undertakings where necessary;
- (k) where the results are documents:
 - (i) the right to authorise the reuse of the documents in conformity with the Commission Decision of 12 December 2011 on the reuse of Commission documents (2011/833/EU), to the extent it is applicable and the documents fall within its scope and are not excluded by any of its provisions; for the sake of this provision, the terms "*reuse*" and "*document*" have the meaning given to them by this Decision;
 - (ii) the right to store and archive the results in line with the document management rules applicable to ILE, including digitalisation or converting the format for preservation or new use purposes;
- (l) where the results are or incorporate software, concerning source code, object code and, where relevant, documentation, preparatory materials and manuals, in addition to the other rights mentioned in this article:
 - (i) end-user rights, for all uses as it results from this Contract and the intention of the parties, both by ILE or by subcontractors acting on behalf of ILE;
 - (ii) the rights to decompile or disassemble the software;
- (m) the right to license, or sub-license in case of licensed pre-existing rights, to third parties any of the exclusive rights or of the modes of exploitation set out in this Contract;
- (n) to the extent that the external service provider may invoke moral rights, the right for ILE, except where otherwise provided in this Contract, to publish the results with or without mentioning the creator(s)' name(s), and the right to decide when and whether the results may be disclosed and published.

The external service provider warrants that the exclusive rights and the modes of exploitation may be exercised by ILE on all parts of the results, be they created by the external service provider or consisting of pre-existing materials.

Where pre-existing materials are inserted in the results, ILE may accept reasonable restrictions impacting on the above list, provided that the said materials are easily identifiable and separable from the rest, that they do not correspond to substantial elements of the results, and that, should the need arise, satisfactory replacement solutions exist, at no additional costs to ILE. In such case, the external service provider will have to clearly inform ILE before making such choice and ILE has the right to refuse it.

11.7.5 Identification of pre-existing rights

When delivering the results, the external service provider shall warrant that, for any use that ILE may envisage within the limits set in this Contract, the results and the pre-existing material incorporated in the results are free of rights or claims from creators or from any third parties and all the necessary pre-existing rights have been obtained or licensed.

To that effect, the external service provider shall establish a list of all pre-existing rights to the results of this Contract or parts thereof, including identification of the owners of the rights. If there are no pre-existing rights to the results, the external service provider shall provide a declaration to that effect. The external service provider shall provide the list or declaration to ILE together with the invoice for payment of the balance at the latest.

11.7.6 Evidence of granting of pre-existing rights

Upon request by ILE, the external service provider shall provide evidence that it has the ownership or the right to use all the listed pre-existing rights, except for the rights owned or licensed by ILE. ILE may request this evidence even after the end of this Contract.

The evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how, etc. (delivered in paper, electronic or other form), IT development tools, routines, sub-routines and/or other programs ("*background technology*") concepts, designs, installations or pieces of art, data, source or backgrounds materials or any other parts of external origin.

The evidence shall include, as appropriate:

- (a) the name and version number of a software product;
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the license to use the product or of the agreement granting the relevant rights to the external service provider or a reference to this license;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the external service provider where parts of the results were created by its personnel;
- (e) the text of the disclaimer notice if any.

Provision of evidence does not release the external service provider from its responsibilities in case it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The external service provider also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

11.7.7 Quotation of works in the results

In the results, the external service provider shall clearly point out all quotations of existing works. The complete reference should include, as appropriate, the following: name of the author, title of the work, date and place of publication, date of creation, address of publication on the internet, number, volume and other information that allows the origin to be easily identified.

11.7.8 Moral rights of creators

By delivering the results, the external service provider warrants that the creators will not object to the following on the basis of their moral rights under copyright:

(a) that their names be mentioned or not mentioned when the results are presented to the public;

(b) that the results be divulged or not after they have been delivered in their final version to ILE;

(c) that the results be adapted, provided that this is done in a manner which is not prejudicial to the creator's honour or reputation.

If moral rights or parts of the results protected by copyright may exist, the external service provider must obtain the consent of creators regarding the granting or waiver of the relevant moral rights in accordance with the applicable legal provisions and be ready to provide documentary evidence upon request.

11.7.9 Image rights and sound recording

If natural persons appear in a result or their voice or any other private element is recorded in a recognisable manner, the external service provider must obtain a statement by these persons (or, in the case of minors, by the persons exercising parental authority) giving their permission for the described use of their image, voice or private element and, on request, submit a copy of the permission to ILE. The external service provider shall take the necessary measures to obtain such consent in accordance with the applicable legal provisions.

11.7.10 Copyright notice for pre-existing rights

When the external service provider retains pre-existing rights on parts of the results, reference must be inserted to that effect when the results is used as set out in Article 1.10, with the following disclaimer: "© - year - fLE. All rights reserved. Certain parts are licensed under conditions to fLE", or with any other equivalent disclaimer as ILE may consider best appropriate, or as the parties may agree on a case-by-case basis. This does not apply where inserting such reference would be impossible, notably for practical reasons.

11.7.11 Visibility of ILE funding and disclaimer

When making use of the results, the external service provider shall declare that they have been produced within a contract with ILE and that the opinions expressed are those of the external service provider only and do not represent ILE's official position. ILE may waive this obligation in writing or provide the text of the disclaimer.

11.8 - FORCE MAJEURE

11.8.1 Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

11.8.2 Without prejudice to the provisions of Article 11.1.9, if either contracting party is faced with force majeure, it shall notify the other party without delay in writing stating the nature of the circumstances, their likely duration and foreseeable effects.

11.8.3 Neither contracting party shall be held liable for any delay or failure to perform its obligations under the Contract if that delay or failure is a result of force majeure. Where the external service provider is unable to perform its contractual obligations owing to force majeure, it shall have the right to remuneration only for tasks actually executed or services actually provided.

11.8.4 The contracting parties shall take all necessary measures to reduce any damage due to force majeure to a minimum.

11.9 - SUBCONTRACTING

11.9.1 The external service provider shall not subcontract and have the Contract implemented by third parties beyond the third parties already mentioned in the terms of references (Annex I) without prior written authorisation from ILE.

11.9.2 Even where ILE authorised the external service provider to subcontract to third parties, it shall none the less remain bound by its obligations to ILE under the Contract and it shall bear exclusive liability for proper performance of the Contract.

11.9.3 The external service provider shall ensure that the subcontract does not affect rights and guarantees to which ILE is entitled by virtue of the Contract, notably those under Articles 11.4, 11.7 and 11.19.

11.9.4 ILE may request the external service provider to replace a subcontractor found to be in a situation provided for in points (d) and (e) of Article 11.12.1.

11.10 - ASSIGNMENT

11.10.1 The external service provider shall not assign in whole or in part any of the rights and obligations arising from the Contract, including claims for payments or factoring, without prior written authorisation from ILE. In such cases, the external service provider must provide ILE with the identity of the intended assignee.

11.10.2 In the absence of the authorisation referred to in Article 11.10.1, or in the event of failure to observe the terms thereof, any right or obligation assigned by the external service provider shall not be enforceable against and shall have no effect on ILE.

11.11- SUSPENSION OF THE IMPLEMENTATION OF THE CONTRACT

11.11.1 Suspension by the external service provider

If the external service provider is affected by force majeure, it may suspend the performance of the Contract. The external service provider shall immediately notify ILE in writing of the suspension, stating the nature of the circumstances of force majeure and when the external service provider expects to resume provision of the services. The external service provider shall notify in writing ILE as soon as it is able to resume performance of the Contract, unless ILE has already terminated the Contract.

11.11.2 Suspension by ILE

Without prejudice to ILE's right to terminate the Contract, ILE may suspend performance of the Contract or any part thereof, if the procedure for awarding the Contract or the performance of the Contract proves to have been subject to substantial errors, irregularities or fraud; or in order to verify whether the presumed substantial errors, irregularities or fraud actually occurred.

ILE shall notify the external service provider in writing of the suspension. Suspension shall take effect on the day the external service provider receives the notification or at a later date where the notification so provides. ILE shall as soon as possible give written notice to the external service provider whether the suspension is lifted and performance of the Contract shall resume or inform that it intends to terminate the Contract pursuant to the provisions in Article 11.12.1 point (f) or (j).

The external service provider shall not be entitled to claim compensation on account of suspension of the Contract or any part thereof.

11.12 - TERMINATION OF THE CONTRACT

11.12.1 Grounds for termination by ILE

ILE may terminate the Contract in the following circumstances:

- (a) if provision of the services under the contract has not actually started within 15 (fifteen) calendar days of the scheduled date and ILE considers the new date proposed, if any, unacceptable, taking into account the provisions in Article 11.20.2;
- (b) if the external service provider is unable, through its own fault, to obtain any permit or licence required for performance of the Contract;
- (c) if the external service provider does not implement the Contract in accordance with the terms of references (Annex I) or is in breach of another substantial contractual obligation;
- (d) if the external service provider or any person that assumes unlimited liability for the debts of the external service provider is in one of the situations provided for Article 11.3;
- (e) if a change to the external service provider's legal, financial, technical, organisational or ownership situation is likely to substantially affect the performance of the Contract or substantially modify the conditions under which the Contract was initially awarded
- (f) in the event of force majeure, where either resuming implementation is impossible
- (g) if the external service provider is in breach of the data protection obligations resulting from Article 11.5.2;
- (h) if the external service provider does not comply with the applicable data protection obligations resulting from Regulation (EU) 2018/1725.

11.12.2 Grounds for termination by the external service provider

The external service provider may terminate the Contract if ILE fails to comply with its obligations, in particular the obligation to provide information needed for the external service provider to perform the Contract as provided in the terms of references (Annex I).

11.12.3 Procedure for termination

A party shall formally notify the other party in writing of its intention to terminate the Contract stating the grounds for termination.

The other party shall have 20 (twenty) calendar days following the date of receipt of the notification to submit observations, including the measures it has taken to continue fulfilling its contractual

obligations. Failing that, the decision to terminate becomes enforceable the day after the time limit for submitting observations has elapsed.

Within 10 (ten) calendar days of receipt of the observations, the party intending to terminate the Contract shall formally notify the other party either of the withdrawal of its intention to terminate or of its final decision to terminate.

In the cases referred to Article 11.12.1 and in Article 11.12.2, the date on which the termination takes effect must be specified in the formal notification.

In addition, at the request of ILE and regardless of the grounds for termination, the external service provider shall provide all necessary assistance, including information, documents and files, to allow ILE to complete, continue or transfer the services to a new contractor or internally, without interruption or adverse effect on the quality or continuity of the services. The parties may agree to draw up a transition plan detailing the external service provider's assistance unless such a plan is already detailed in other contractual documents or in the terms of references (Annex I). The external service provider shall provide such assistance at no additional cost, except if it can demonstrate that it requires substantial additional resources or means, in which case it must provide an estimate of the costs involved and the parties will negotiate an arrangement in good faith.

11.12.4 Effects of termination

In the event of ILE terminating the Contract in accordance with the provisions in Article 11.12.1, and without prejudice to any other measures provided for in the Contract, the external service provider shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted services, unless the loss was caused by one of the situations specified in Article 11.12.2.

On receipt of the letter terminating the Contract, the external service provider shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce its commitments. It shall draw up the documents required by the Special Conditions for the tasks already executed or the services already provided up to the date on which termination takes effect, and produce an invoice if necessary, within a period not exceeding 60 (sixty) calendar days from that date.

The external service provider is liable for any damage incurred by ILE as a result of termination of the Contract in the cases referred to under points (a) to (i) of Article 11.12.1, including the cost of appointing another contractor to provide or complete the services, unless the damage was caused by a the situation specified in Article 11.12.1 (f) or in Article 11.12.2. ILE may claim compensation for any such damage and recover any sums paid to the external service provider under the Contract.

11.13 - LIQUIDATED DAMAGES

11.13.1 Delay in delivery

If the external service provider fails to perform its contractual obligations within the applicable time limits set out in the Contract, including the terms of references (Annex I), ILE may claim liquidated damages for each and every calendar day of delay according to the formula $0.3 \times (V/d)$, where V is the price of the relevant purchase or deliverable or result or, failing that, the amount specified in Article 1.3.1, and d is the duration specified for delivery of the relevant purchase or deliverable or result or, failing that, the period of performance of the Contract specified in Article 1.2.3 expressed in calendar days.

Liquidated damages may be imposed together with a reduction in price under the conditions laid down in Article 11.14.

11.13.2 Procedure

ILE shall formally notify the external service provider of its intention to apply liquidated damages and the corresponding calculated amount.

The external service provider may submit observations against this decision within 20 (twenty) calendar days of receipt of the formal notification. In the absence of reaction on the part of the external service provider, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.

If the external service provider submits observations, ILE shall notify the external service provider in writing within 15 (fifteen) calendar days of receipt of the observations of the withdrawal of its intention to apply liquidated damages, or of its final decision to apply liquidated damages and the corresponding amount.

11.13.3 Nature of the liquidated damages

The parties expressly acknowledge and agree that any amount payable under this Article is not a penalty and represents a reasonable estimate of fair compensation for the damage incurred due to failure to provide the services within the applicable time limits set out in the Contract, including the terms of references (Annex I).

11.13.4 Claims and liability

Any claim for liquidated damages does not affect the external service provider's actual or potential liability or ILE's rights under Article II.LŽ.

11.14 - REDUCTION IN PRICE

11.14.1 Quality standards

If the external service provider fails to provide the service in accordance with the Contract ("*unperformed obligations*") or if it fails to provide the services in accordance with the expected quality levels specified in the terms of references (Annex I) ("*low quality delivery*"), ILE may reduce or recover payments proportionally to the seriousness of the unperformed obligations or low quality delivery. This includes in particular cases where ILE cannot approve a result, report or deliverable as specified in Article 11.15.5 after the external service provider has submitted the required additional information, correction or new version.

A reduction in price may be imposed together with liquidated damages under the conditions set in Article 11.13.

11.14.2 Procedure

ILE shall formally notify the external service provider in writing of its intention to reduce payment and the corresponding calculated amount.

The external service provider may submit observations against this decision within 20 (twenty) calendar days from receipt of the formal notification. In the absence of reaction on the part of the external service provider, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.

If the external service provider submits observations, ILE shall notify the external service provider in writing within 15 (fifteen) calendar days of receipt of the observations of the withdrawal of its

intention to reduce payment, or of its final decision to reduce payment and the corresponding amount.

11.14.3 Claims and liability

Any reduction of price does not affect the external service provider's actual or potential liability or ILE's rights under Article 11.12.

11.15 - PAYMENT ARRANGEMENTS

11.15.1 Payments shall be deemed to have been made on the date when ILE's account is debited.

11.15.2 Payments shall be made in EUR or in the currency provided for in Article 1.6.

11.15.3 The costs of transfer are borne as follows:

ILE bears the costs of dispatched charged by its bank;

The external service provider bears the costs of receipt charged by its bank;

The party causing repetition of transfer bears the costs for repeated transfer.

11.15.4 ILE may suspend the payment period referred to in Article 1.4 at any time by notifying the external service provider that its invoice cannot be processed either because it does not comply with the Contract, or because the external service provider has not produced the appropriate documents or deliverables, or because ILE has observations on the documents or deliverables submitted with the invoice.

ILE shall notify the external service provider accordingly as soon as possible, stating the reason for suspension of the payment. Suspension shall take effect from the date of dispatch of the notification. The remaining payment period shall resume from the date on which the requested information or revised documents are received or the necessary further verifications, including on-the-spot checks, are carried out. Where the suspension period exceeds 2 (two) months, the external service provider may request ILE to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph of this article and the new document produced is also rejected, ILE reserves the right to terminate the Contract in accordance with Article 11.12.1 (c).

11.15.5 On expiry of the payment period specified in Article 1.4, and without prejudice to the provisions in Article 11.15.5, the external service provider is entitled to claim interest on late payment at the rate applied by the European Central Bank for its refinancing operations in euros (*"the reference rate"*) plus 8 (eight) points (*"the margin"*). The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C series of the Official Journal of the European Union.

The suspension of the payment period in accordance with Article 11.15.5 may not be considered as giving rise to late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of the actual payment as defined in Article 11.15.1. However, when the calculated interest is EUR 200 or less, it shall be paid to the external service provider only upon request within 2 (two) months of receiving late payment.

11.16 - REIMBURSEMENTS

11.16.1 If provided for in the Special Conditions or in the terms of references (Annex I), ILE shall reimburse expenses directly connected with the provision of the services either on production of supporting documents (including receipts and used tickets) or on the basis of flat rates.

11.16.2 ILE shall reimburse travel and subsistence expenses on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

11.16.3 ILE shall reimburse travel expenses as follows:

- (a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- (b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- (c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- (d) travel outside Union territory shall be reimbursed under the general conditions stated above provided ILE has given its prior written agreement.

11.16.4 ILE shall reimburse subsistence expenses on the basis of a daily subsistence allowance as follows:

- (a) for journeys of less than 200 km for a return trip no subsistence allowance shall be payable;
- (b) the daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the place of destination;
- (c) the daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport including transport from the airport or station, insurance and sundries;
- (d) the daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article 1.3;

11.16.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed, provided ILE has given its prior written authorisation.

11.17 - RECOVERY

11.17.1 If an amount is to be recovered under the terms of the Contract, the external service provider shall repay ILE the amount in question.

11.17.2 Before recovery, ILE shall formally notify the external service provider of its intention to recover the amount it claims, specifying the amount due and the reasons for recovery and inviting the external service provider to make any observations within 20 (twenty) calendar days of receipt.

In the absence of reaction from the part of the external service provider or if, despite the observations submitted, ILE decides to pursue the recovery procedure, it must confirm recovery by formally notifying a debit note to the external service provider, specifying the date of payment. The external service provider shall pay in accordance with the provisions specified in the debit note.

In the event of failure to pay by the due date specified in the debit note, ILE may, after informing the external service provider in writing, recover the amounts due either by offsetting them against any amounts owed to the external service provider by ILE, or by calling in a financial guarantee if the external service provider has provided one to ILE, or by taking legal action.

11.17.3 If the external service provider does not honour the obligation to pay the amounts due by the date set by ILE in the debit note, the amount due shall bear interest at the rate indicated in Article 11.15.6.

Interest shall be payable from the calendar day following the due date for payment up to the date

when ILE receives the full amount owed. Any partial payment is first entered against charges and interest on late payment and then against the principal amount.

11.18 - TAXATION

11.18.1 The external service provider shall have sole responsibility for compliance with the tax laws which apply to it. Failure to comply shall make the relevant invoices invalid.

11.18.2 Invoices presented by the external service provider shall contain the external service provider's identification data, the amount, the currency and the date, as well as the reference to the Contract. In addition, invoices presented by the external service provider shall indicate its place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

11.18.3 If provided for in the Special Conditions, the external service provider shall submit invoices in electronic format.

11.19 - CHECKS AND AUDITS

11.19.1 ILE and the European Anti-Fraud Office may check or require an audit on the performance of the Contract. This may be carried out either by ILE's or the European Anti-Fraud Office's own staff or by any other outside body authorised to do so on their behalf.

Such checks and audit may be initiated at any moment during the performance of the Contract and up to 5 (five) years starting from the date of payment of the balance.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by ILE. Audits shall be carried out on a confidential basis.

11.19.2 The external service provider shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by the national law and under the conditions laid down therein, for a period of 5 (five) years starting from the date of payment of the balance.

11.19.3 The external service provider shall allow ILE's staff and outside personnel authorised by ILE the appropriate right of access to sites and premises where the Contract is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The external service provider shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate format.

11.19.4 On the basis of the findings made during the audit, a provisional report shall be drawn up and communicated to the external service provider who shall have 30 (thirty) calendar days following the date of receipt to submit observations. The final report shall be sent to the external service provider within 60 (sixty) calendar days following expiry of that deadline.

On the basis of the final audit findings, ILE may recover all or part of the payments made in accordance with Article 11.17 and may take any other measures which it considers necessary.

11.20 - AMENDMENTS

11.20.1 Any amendment to the Contract shall be the subject of a written agreement concluded between the contracting parties before fulfilment of all their contractual obligations. An oral amendment shall not be binding on the contracting parties.

SIGNATURES

For ILE,
Dr. Zita IZAKOVICOVA

For the external service provider,
Otars OPERMANIS
SIA Biota

Signature

Signature

Done at Bratislava, on

Done at Riga, on

In duplicate in English.

Annex 1- Terms of references

Support to Emerald implementation and reporting in ENI Eastern countries

Purpose and context of the contract

As part of the ENI-SEIS East project, it is foreseen that the EEA and partner organisations of the European Topic Centre on Biological Diversity provide scientific and technical support to the six Eastern European countries of the European Neighbourhood Policy (Armenia, Azerbaijan, Belarus, Georgia, Moldova and Ukraine) to strengthen their environmental monitoring and information management based on the SEIS principles. In relation to biodiversity this entails strengthen national capacities for consolidation of the Emerald network, through identification of insufficiencies in the network.

Subject of the contract

All activities should be performed in close interaction with ILE-SAS and the Council of Europe secretariat, as follows:

1. Support the preparation, organisation and follow up of two Biogeographical seminars on Emerald sufficiency assessments

As part of the first Emerald biogeographical seminar, the external service provider will:

- Based on the most recent databases delivered by Belarus, Moldova and Ukraine, prepare sufficiency assessments for animal species in relation to Emerald sites proposed by these countries
- Support the preparation, by the Council of Europe, of the Emerald biogeographical seminar to be held in Minsk during week 25 including for drafting the agenda of the meeting and identification of participants
- Lead the discussion on sufficiency assessments for selected animal species
- In close collaboration with other experts from ILE-SAS and MNHN, compile the draft list of updated sufficiency conclusions to be further sent to all participants, by the Council of Europe, for validation
- Gather possible comments from participants on the draft list of updated sufficiency conclusions and prepare a final version for upload on the Emerald reference portal

As part of the second Emerald biogeographical seminar, the external service provider will:

- Based on the most recent databases delivered by Armenia, Azerbaijan and Georgia, prepare sufficiency assessments for selected bird species in relation to Emerald sites proposed by these countries
- Support the preparation, by the Council of Europe, of the Emerald biogeographical seminar to be held in Budapest on 29-30 October 2019 including for drafting the agenda of the meeting and identification of participants
- Lead the discussion on sufficiency assessments for selected bird species

- In close collaboration with other experts from I LE-SAS, compile the draft list of updated sufficiency conclusions to be further sent to all participants, by the Council of Europe, for validation
- Gather possible comments from participants on the draft list of updated sufficiency conclusions and prepare a final version for upload on the Emerald reference portal

1. Participate in coordination meetings, report and communicate on main outcomes of the work

The external service provider will:

- Participate in preparatory meetings to be possibly held in Bratislava as well as to teleconferences
- Support the preparation of background documents and final reports as described under "Milestones" and "Deliverables"

Meetings

First biogeographical seminar in Minsk	Week 25 2019
Second biogeographical seminar in Budapest	29-30 October 2019
Coordination meetings on sufficiency assessments (possibly two in Bratislava)	Tbd

- Preparation of draft ASCIs sufficiency conclusions on selected plant and habitats species in support to discussions with countries within the first biogeographic seminar: 31 May 2019
- Preparation of draft ASCIs sufficiency conclusions on bird species in support to discussions with countries within the second biogeographic seminar: 11 October 2019

Deliverables:

- Database with conclusions on the first biogeographic seminar, including reference list of species and habitats per country and biogeographic regions: 30 June 2019
- Database with conclusions of the second biogeographic seminar including ASCIs' proposals by individual countries: 22 November 2019
- Synthetic report on main outcomes of the work: 6 December 2019

Working language

All documentation and reports will be in English.

Place of performance

The work can be performed from the external service provider's premises.

Duration

The contract shall enter into force on the date on which it is signed by ILE. The period of performance of the service shall not exceed 31.01.2020

Volume of contract

The maximum budget available for the contract is 19820 EUR.

Travel and accommodation costs for meetings should be covered under this budget