

PARTNERSHIP AGREEMENT

between

Institute of Landscape Ecology of the Slovak Academy of Sciences (ILE SAS)

Štefánikova 3, 814 99 Bratislava,

Slovakia

(hereinafter referred to as Partner)

AND

space4environment sàrl

(hereinafter referred to as the company)

48, rue Gabriel Lippmann

L-6947 Niederanven, Luxemburg

Partnership Reference No.: 0008 / 2023 (to be quoted on all correspondence) based on DG ENV service contract N^o **09.200200/2023/896908/SER/D.3** “EU Grassland Watch – C04N2K update”

Schedule governing the provision of services relating to the project “EU **Grassland Watch C04N2K update**” in accordance with the terms and conditions stated herein and the Contract applicable to the Project awarded by the European Commission DG ENV (N' 09.200200/2023/896908/SER/E)W.D.3)

TERMS AND CONDITIONS OF PARTNER CONTRACT NO. 0008 / 2023

- a) Whereas the company has been awarded a contract by DG ENV for a project entitled “EU **Grassland Watch – C04N2K update**” the company hereby engages the consortium partner to provide services relating to the Project (hereinafter referred to as Tasks) in accordance with the Contract with the Client and with the Task descriptions attached in the Annex to this present partnership agreement.
- b) Contributions to the following tasks and deliverables are expected to be provided by the partner:
- WP 1 A community of practice
 - WP 2A LULC monitoring concept
 - WP 2B indicator revision
- c) The partner has nominated **Mr. Lubos Halada** as senior expert to supervise and carry out the work under this agreement.
- d) The partner shall undertake to use all endeavours to perform the work in due time, diligently, in a professional manner and in accordance with good engineering. Should the work not be performed to the satisfaction of DG ENV and the company Project Coordinator (Stefan Kleeschulte), the partner shall make up for the fault at his own expense.
- e) The partner undertakes to keep confidential and not to divulge without the permission in writing of the company, to any third party, nor to make any unauthorised use whatsoever (except as may be necessary for the purpose of this Agreement), of any information of a commercial nature which belongs to the company that may come into its possession as a result of this Agreement.
- f) The partner warrants that the use of any information arising from the work will not infringe the rights of third parties, but if the sub-contractor's staff whilst engaged in the Work becomes aware of any apparent infringement, the partner shall immediately inform the company the company.
- g) The partner shall be solely liable for any loss, damage or injury to third Parties resulting from its carrying out parts of the Project and from its use and its exploitation of Foreground and Background Information and Patents. With maximum of the subcontract sum
- h) in consideration of the Work, the total amount paid by the company under this contract shall be **28,600.00 EURO** – covering all tasks or expenses related to staff and travel cost. The aforementioned sum contains no Value Added Tax (VAT).
- i) The payments will be made by the company in instalments after DG ENV's acceptance of the agreed milestones and according to the respective payments received from DG ENV. A

copy of DG ENV's agreement will be sent by electronic mail. Receipt of this written agreement will entitle the partner to issue the respective invoice.

- First interim payment. following the submission and acceptance of an interim report 12 months after the signature of the contract (40%),
 - Second interim payment following the submission and acceptance of a second interim report 24 months after signature of the contract (30%),
 - Final balance (after submission of deliverables and final report 30%)
- j) Payments will be released by the company within 10 working days after receipt of the respective lump-sum from DG ENV and after receipt of an invoice and supporting documents clearly stating the contract number and payment milestone. It should be noted that due to payment delays caused by DG ENV the effective date between receipt of partner invoice and partner payment may vary in time.
- k) The paper format invoice shall clearly state
- that the company is the recipient of the invoiced services and/or goods;
 - the invoice number and date;
 - the partner's name, address and registration number;
 - the VAT identification code of the partner and the company (LU 21621837);
 - the bank details;
 - @ the payment milestone.
- l) Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Communications shall be sent to the following addresses:
- | | |
|---------------------------------|------------------------------------|
| For the company | For the partner |
| Stefan Kleeschulte | Institute of Landscape Ecology SAS |
| 48, rue Gabriel Lippmann | Štefánikova 3 |
| L-6947 Niederanven / Luxembourg | 814 99 Bratislava, Slovakia |
| Tel: | Tel: |
| Fax: | Fax : |
| Email: | Email: |
- m) Following the project contract conditions between DG ENV and the company, DG ENV reserves the right to terminate the contract at any time. Hence, in such case the company reserves the right to terminate also this partnership agreement under the same conditions, and payments will be affected for the work performed to the date of termination, but never superseding the total amount released by DG ENV.
- n) Unless specifically agreed in writing by the parties of the present partnership agreement, the terms contained in any purchase order, or any other form of contract document issued by the company to the partner shall not apply to the performance of the Work except for the purpose of specifying the company's contract reference number(s) and relevant invoice address.

- o) The partner acknowledges and accepts the DG ENV – the company service contract (N^a **09.200200/2023/896908/SER/ENV.D.3**) and its content as basis and integral part of the partnership agreement between the company and the partner.
- p) Any changes to the partnership agreement require written agreement by both contracting parties.
- q) Any dispute arising from this agreement which cannot be resolved by the parties shall be dealt with in accordance with the provision of Arbitration Act 1979 or any statutory modification or re-enactment thereof. This agreement shall be construed and governed in accordance with the laws of Luxembourg.

space4environment

represented by

Stefan Kleeschulte

Place and Date:

Institute of Landscape Ecology SAS

Represented by

Prof. Zita Izakovičová, PhD.

Place and Date:

Bratislava,