

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

Mirosław Gwiazdowicz

Poland

Number of ILE SAS contract: **30/2023-2027 – ELMEN EEIG**

Dear Mr. Gwiazdowicz,

Following the interview held and hence confirming the agreements reached with yourself, we hereby confirm your assignment as a consultant, with our collaboration, within the framework of the project “**Inter-institutional single framework contract for the provision of assistance for the technical and financial monitoring of ongoing projects funded from previous and on-going LIFE programmes and on thematic support**” to be carried out in different EU countries by the ELMEN EEIG.

The above-mentioned contract was awarded to **ELMEN EEIG** and its part is performed by The Institute of Landscape Ecology of the Slovak Academy of Sciences (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 and CINEA, 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 ELMEN EEIG Central and Eastern European Team, presently implementing the tasks related to supporting the monitoring of LIFE projects and other related activities specified by the directors and managers of ELMEN EEIG

B. Formalities to be undertaken for the position

You have already been presented to the Client in the tender, whom we notified regarding your nomination and 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 performed both at the Client premises and/or in other locations but should be undertaken without a permanent presence in the Client's organisation and without the execution of functions related to hierarchical-functional positions under the framework of the Client organisation or organisational chart. You should use your own professional skills and tools as much as possible.

Access to our Client and the method for using their organisational 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 organisation;
- consultation of the client organisation's documentation;
- the 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 organisational and technical level. No organisational, hierarchical or disciplinary links can bind your collaboration with our organisation and our Client.

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

During the progress of your assignment, you should every so often maintain necessary contacts with both the Management of our Client and our company with the 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, provided that they are not in direct competition and/or incompatible with the obligations linked to this 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 or knowledge of within the framework of your involvement as member of 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 overall assignment will be carried out between **01/05/2023** and will have to be completed by **31/03/2027**. This overall assignment is divided **into partial assignments** reflecting the signed contract between the Client and the ELMEN EEIG. **For each of these partial assignments specific annexes are attached as an inseparable part of this contract.**

We have the right to terminate this contract should your performance not be considered satisfactory by the Client or as a consequence of an explicitly motivated request by an ILE SAS member.

As your assignment is specifically performed within the framework of the contract signed between the ELMEN EEIG and DG ENV and between the ELMEN EEIG and CINEA, 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 management, technical or financial issues you will have to be in contact with ILE SAS via the following person:

Dr. Peter Bezák
ELMEN-ILE manager

For any administrative issues you will have to be in contact with ILE SAS via the following person:

Dr. Magdaléna Bezáková
ELMEN-ILE administrative person

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 and procedures

For the overall assignment, i.e. period **from 01/05/2023 to 31/03/2027**, the two parties agreed on a daily fee of **350 EUR**. However, the **daily fee may be changed** for the above mentioned partial assignments upon agreement of the two parties. Change of the daily fee will be declared **in the annex to this contract**.

All tasks related to this contract are listed in the annex 1. They are divided to tasks with fixed allocation of working days (“output-based” tasks) and with unknown allocation of working days (“input-based” tasks). For example, output-based tasks include monitoring help-desk, evaluation of project reports, project visits, participation on annual review meeting or regional meeting, while input-based tasks are related to thematic support (e.g. participation on networking event, input to a thematic publication) or to any other support (e.g. support to platform meeting organisation). The cumulative number of the days invoiced for output-based tasks must not exceed **the cumulative number of days allocated for these output-based tasks as specified in the annex 1** to this contract. Input-based tasks are paid on the base of work time registered in timesheets.

The amount of daily fee mentioned above due as **honoraria** will be regularly invoiced by you. 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 invoiced period of the contract. Your invoices must be **structured** to reflect days worked for individual output-based and input-based tasks; such as providing days under the task of monitoring helpdesk, evaluation of report or other task corresponding to description of tasks listed in annex 1. This information can be alternatively provided in the annex of your invoice. Furthermore, you will submit the ELMEN digital **timesheet** (using the excel file template provided by the ELMEN management) if you carry out input-based task. After time spent for input-based task is registered in your timesheet and approved by the ELMEN coordination team, you include these days in your invoice. The Excel timesheet must be received by the fifth day of the month following the performed work. After its approval by the administrative person you will submit a signed digital timesheet (pdf).

The draft electronic version of your invoice will be submitted to the above mentioned ILE SAS administrative person for **validation**. Reimbursement of the honoraria invoice will be performed by the ILE SAS after this validation and following submission of your **original paper invoice** to the above mentioned postal address of ILE SAS office in Bratislava. The ILE SAS payment order will be sent to the current bank account indicated in your honoraria invoice within 30 days of the date of receiving your validated paper invoice and respective timesheets. If payment is delayed, the amount to be paid will accrue by 0.5% interest per month.

Your travel expenses will be reimbursed following the general rules specified by the ELMEN directors and managers and applicable for the contract with the Client. The digital travel form (excel) and copy of all related travel documents in electronic version (e.g. pdf) must first be submitted to the above mentioned ILE SAS person responsible for administration shortly after the travel. **After validation** of these documents you will submit 1) a signed digital travel form (pdf) together with signed reimbursement form request or signed invoice (pdf) to the ILE SAS administrative person and 2) signed paper travel form, original paper travel documents and signed paper reimbursement form request or signed paper invoice to the above mentioned postal address of ILE SAS office in Bratislava.

Reimbursement of the travel form and travel invoices will be performed by the ILE SAS not later than 20 working days after receiving validated original paper version of all documents mentioned above under point 2. If payment is delayed, the amount to be paid will accrue by 0.5% interest per month.

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.

D. Termination and damage

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 to 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 authorise our company to suspend any payments due until the problems that are the subject of conflict have been clarified and solved. If the complaints and/or conflicts are not solved regarding the Client and/or the final beneficiary within three months of its first manifestation or if 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 damaged in any manner through the projects on which you work, termination of the contract could take place with a warning period of two months, without anything due to you apart from what you have already matured until the moment of termination.

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. This also relates to the delayed submission of your ELMEN outputs to the Client based on which the penalty is charged to ILE SAS by ELMEN EEIG. In this respect the ILE SAS have the right to introduce personal penalisation referring to decisions of ELMEN managers and directors.

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 ILE SAS

Mr. Miroslaw Gwiazdowicz
ELMEN monitoring expert

Date:

Date:

Signature:

Signature: