

Contract

Česká společnost ornitologická (Czech Society for Ornithology, CSO)

Na Bělidle 34

15000 Praha-Smíchov

Czechia

VAT registration number: CZ49629549

("the contracting authority") represented by *Zdeněk Vermouzek*, director

on the one part, and

Societatea Pentru Protectia Pasarilor si a Naturii (Society for Birds and Nature Protection, SPPN)

Mecanizatorilor 7 street

Iargara city, Leova county, MD-6321,

Republic of Moldova

VAT Registration Number: 1016620001421

("the contractor") represented by *Vitalie Ajder*, president

on the other part,

HAVE AGREED

To the conditions of the following annexes:

Annex 1 LIFE Grant Agreement 101104367

which form an integral part of this contract ("the contract"). This contract sets out the obligations of the parties during and after the duration of this contract.

§ 1 Subject matter

The subject matter of the contract is to set the conditions of the cooperation on the LIFE Project 101104367 – LIFE22-PLP-ES-EBP reinforcement entitled "**Improving the capabilities of the EuroBirdPortal project in order to boost its contribution towards EU policy objectives under the Birds Directive and the 2030 Biodiversity Strategy**" which entered into force on 1st July 2023 and in which CSO represents "the contractor" and SPPN represents one of the "Sub-contractors".

In line with the project technical documentation (**Annex 1** - LIFE Grant Agreement 101104367), SPPN is responsible to develop the following tasks:

- Task 1) Translate the Best Practice Guide on on-line portals to local language and participate at the sustainability workshop (LIFE22-PLP-ES-EBP reinforcement task T.2.1 "Best Practice Guide", T.2.2 "Training workshop" and T.2.3 "Sustainability Workshop" under Work package 2)

- Task 2) Set up and run the International Census Plots in Moldova (LIFE22-PLP-ES-EBP Reinforcement Work package 4 “Setting up and running International Census Plots (ICP)”), more precisely establishing at least 10 plots for monitoring in 2024, 11 plots in 2025 and 12 plots in 2026, covering the activities of following the ICP methodology and setting up the survey plots (T.4.1), recruiting participants (T.4.2), coordinating and conducting field surveys (T.4.3) and ICP data checking (T.4.4)
- Task 3) Participate in all activities included in the Regional Dynamization Campaign (LIFE22-PLP-ES-EBP-Reinforcement Work Package 5 “Regional Dynamization Campaign) in order to boost participation, data collection and especially structured data collection (e.g. complete lists) in Moldova, more precisely to participate in campaign workshop (T.5.1), to organise data collection challenges (in total 7 challenges from January 2025 till summer 2026, under T.5.2), to organise 2 training courses in the most common bird species in the area to boost participation and data entry into on-line portals (T.5.3), and to conduct a regional communication campaign, mainly through social media and portal news section, in order to inform the general public on data collection challenges and training courses (T.5.4)

SPPN is the only organisation in Republic of Moldova specialized in wild birds’ research and monitoring, being responsible for the coordination of several monitoring programmes through the country. The organisation consists of field ornithologists and volunteers knowledgeable in this area, who have been involved in wild birds monitoring in Moldova.

§ 2 Entry into force and duration

The contract enters into force on the date on which the last party signs it.

The duration of the performance of the contract expires on 31 December 2026 (the end of the above-mentioned LIFE project).

§ 3 Price, Method of Payment

To perform the objectives according to § 1, SPPN will adhere to the technical specifications outlined in Annex 1 (LIFE Grant Agreement 101104367) and a budget of 8.411,45 € (incl. potential VAT and other taxes) subdivided in three parts as indicated below:

Task 1) 369,18 €

Task 2) 4.586,63 €

Task 3) 3.455,64 €

In accordance with the LIFE payment arrangements with CSO the amount for task one becomes due on 31 January 2025 upon receipt by CSO from SPPN of the corresponding invoice. Task 2 will be divided into three equal payments upon receiving invoices from SPPN with the first due on 31 January 2025, followed by the second one on 31 January 2026 and the third one on 31 July 2026. Task 3 will be divided into two equal payments, upon CSO receiving the invoices from SPPN with the first due on 31 January 2025 and the second due on 31 July 2026.

§ 4 Reporting

SPPN agrees to provide regular reports at the end of each year about the progress of the project and also information about the progress at any time upon request by CSO. Notwithstanding this, SPPN will deliver tasks 1, 2 & 3 not later than by 31 December 2026.

CSO reserves the right to withhold the payment or to ask for the return of all or part of the contract price already paid, should the final tasks not be able to show sufficient levels of implementation according to the measures outlined under § 1.

The contact person in CSO is Marina Kipson, and preferred communication is via e-mail (kipson@birdlife.cz).

The contact person in SPPN is Silvia Ursul, and preferred communication is via e-mail (sppn.moldova@gmail.com).

§5 Copyright & exploitation of the results

As indicated in Annex 1 (Article 16.2, LIFE Grant Agreement 101104367), the Granting Authority does not obtain ownership of the results produced under this Project. By results, it is meant any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

All the activities conducted during this Project will be developed in the framework of the EBP, PECBMS/ICP and EBBA LIVE projects, all them initiatives of the European Bird Census Council (EBCC). Therefore, all the project results will be owned by the EBCC except for: 1) the biodiversity data mobilized during the Project, which is collected by the different EBCC partners and owned by them, and 2) the local online portals and other technological structures implemented by the local EBCC partners or their associated technological partners and which will be owned by them.

§6 Liability

CSO accepts no responsibility or liability for personal injury, loss of goods or articles not owned by CSO, or any other accident in connection with the project.

Signed:

Prague, (date)

Iargara, (date)

CSO

SPPN

Zdeněk Vermouzek, Director

Vitalie Ajder, President