

FRAMEWORK CONTRACT

I. Parties to Contract

Customer:

BROZ – conservation association
Seat : Na Riviére 7/a, 841 04 Bratislava, Slovakia
Represented by: **Mgr. Miriam Miláčková, PhD.**
Company identification number: 31771815
VAT identification number: no VAT registration
Contact person: Miriam Miláčková
E-mail: milackova@broz.sk
Bank connection, address: Všeobecná úverová banka, a.s., Mlynské Nivy 1, 829 90 Bratislava
IBAN: SK85 0200 0000 0037 6214 5357
SWIFT/BIC: SUBASKBX

(hereinafter "Customer")

Provider:

Ökologischer Tourismus in Europa – Linking Tourism & Conservation e.V.
Seat: Jöllenbeckerstr. 291, 33613 Bielefeld, Germany
Represented by: **Michael Meyer**
Registered: NGO (6231, AG Bonn)
Company identification number: n.a.
VAT identification number: 206/5873/0065, Finanzamt Bonn-Aussenstadt
Contact person: Michael Meyer
E-mail: m.meyer@oete.de
Bank connection, address: VR-Bank Bonn Rhein-Sieg eG
IBAN: DE09 3706 9520 4501 5140 18
SWIFT/BIC: GENODED1RST DE

(hereinafter "Provider")

II. Object of Contract

2.1 The contracting parties conclude this contract for the provision of services: Ecotourism expert of the Mystical Danube project for the purposes of the project DRP0200231 Green and mystical Danube storytelling route – Transnational valorisation of natural and intangible cultural heritage for socio-economic development of rural areas in the Danube region (Mystical Danube) in within the Interreg Program of the Danube Region 2021-2027.

III. Time and Place of Performance

3.1 The subject of this contract is the provider's commitment to implement the ecotourism expert activities of the Mystical Danube project.

3.2 Part of the subject of the contract is the provision of services that include the following:

- Creating a model on how to valorise mapped natural and associated intangible cultural heritage as a touristic resource for the creation of sustainable community tourism services and products.
- Creation of an Action plan for each project pilot site for the development of sustainable community tourism services and products.
- Development of the Green and Mystical Danube Storytelling Route based on all action plans
- Coaching of local experts

3.3 The subject of the contract will be implemented in the period from 15.10.2024 until 30.6.2026.

3.4 The customer undertakes:

- a) to provide the provider in a timely manner with complete, true and clear information that is immediately necessary for the implementation of the contract, if it does not follow from their nature that the provider should provide it himself within the scope of fulfilling the subject of this contract,
- b) to create proper conditions for the implementation of the contract to the provider and to provide him with the necessary cooperation for the duration of this contract, if the provider reasonably requests this cooperation,
- c) to set the time for the implementation of the subject of the contract according to his needs if it is necessary for the performance of the contract,
- d) to inform without delay the provider about possible changes in the implementation of the subject of the contract,
- e) to pay the agreed price to the provider properly and on time in accordance with the conditions stated in this contract for the completely implemented subject of the contract.

3.5 The provider undertakes:

- a) to implement the subject of the contract at a high-quality and professional level in the scope of this contract,
- b) to ensure the execution of the contract in the highest quality, and proceed with professional care and taking into account the interests of the customer,
- c) to pay attention to the instructions of the customer. The provider is obliged to immediately notify the customer of all circumstances that he discovers in the course of his activities under this contract, and which may have an impact on the implementation of the contract or on the issuing of the customer's instructions or their change. The provider always warns the customer about the possible inappropriateness of his instructions; in the event that the customer insists on fulfilling his instructions despite the provider's warning, the provider is to the corresponding extent exempted from responsibility for possible performance defects demonstrably caused as a result of the implementation of such inappropriate instructions,
- d) to ensure that his activity according to this contract is as effective as possible and economical,
- e) immediately upon discovery, notify the customer in writing of all obstacles to the implementation of the contract and suggest options for removing these obstacles,
- f) to proceed according to the customer's instructions, while any substantial deviation from the customer's instructions must be agreed by the customer.

3.6 The provider is fully responsible for any damage that arose as a result of the provider's breach of obligations resulting from this contract or generally binding legal regulations in force in the Slovak Republic.

IV. Price and Payment Conditions

4.1 The Customer undertakes to pay the provider the agreed price of the work (see Annex 1) after handover of the work and corrections of potential deficiencies:

Total price incl. VAT 37.200,00 EUR

4.2 It is possible to add to the price for the subject of the contract all costs of the provider necessary for the proper fulfillment of the subject of the contract, associated with foreign meetings necessary for the activities of the project after the submission of documents and their approval by the customer.

4.3 The actual payment will be made in the form of cashless payment in euros. The provider will invoice the implementation of the subject of the contract based on the submitted invoices. The customer shall approve the invoice within five working days of its delivery.

4.4 The invoice must contain the details of a tax document in accordance with the law, and for the purposes of reporting Interrreg projects, the name of the project must be indicated on the invoice, or its acronym: "Mystical Danube". If the invoice does not contain the prescribed details, the customer is entitled to return the invoice, while the delivery of the invoice with the above-mentioned details starts a new due date.

4.5 The due date of the invoice is 14 days from the date of receipt and approval by the customer.

V. Contractual fines and interest for delay

5.1 In the event of the provider's delay in implementing the contract within the agreed time of performance according to this contract, the customer is entitled to charge the provider a contractual penalty in the amount of 0.9% of the agreed amount for each day of delay.

5.2. The contracting parties are not in default in case of force majeure. They are obliged to notify the other party

of this fact without undue delay and prove its duration.

VI. Liability for Defects in Work

6.1 The provider declares that he will implement the subject of the contract in accordance with the agreed terms of this contract.

6.2. The provider undertakes to eliminate any deficiencies immediately after notification by the customer, no later than within 14 calendar days.

6.3. Shortcomings are understood as deviations from the assignment in the sense of Article II. Subject of the contract.

VII. Termination of the contract

7.1 This contract can only be terminated in one of the following ways:

- a. by withdrawing from the contract in accordance with point 7.2. and so on of this contract,
- b. on the day of the loss of the provider's authorization to perform activities that are necessary for the implementation of the contract, without the need for any action by the contractual parties,
- c. by written agreement of the contracting parties,

7.2 Each of the contractual parties is entitled to withdraw from the contract in the event of a substantial breach of contractual obligations by the other contractual party or when the fulfillment of essential contractual obligations has become completely impossible for the other contractual party.

7.3 For the purposes of this contract, the following is considered a material breach:

- a. the provider's delay in implementing the subject of the contract by more than 20 days in comparison to the agreed performance date without stating a reason that would objectively justify the delay,
- b. if the price will be invoiced in violation of the payment terms agreed in this contract, except in the case of a mistake, an obvious incorrectness, or an inconsistency caused by a different interpretation of a provision of the contract or the law,
- c. if the provider provides the customer with the subject of the contract in serious violation of the conditions agreed in this contract,
- d. if the customer is in arrears with the payment of the invoice by more than 60 calendar days.

7.4 If the contracting party withdraws from the contract, then it is obliged to notify the other contracting party of this fact in writing. Such notification must indicate the circumstance or the reason for which the contracting party withdraws from the contract and the exact citation of the provision of the contract or the legal regulation that authorizes it to withdraw. Without these particulars, the withdrawal is invalid, unless the right to withdraw from the contract follows directly from the law. The notice of withdrawal from the contract may contain a statement that the contracting party withdraws from the contract only at the time of the futile expiration of the period set for the removal of the violation that is the reason for the withdrawal, if this is possible due to the nature of the violation of the obligation.

7.5 In the case of withdrawal from the contract, this withdrawal is effective upon delivery of a written notice of withdrawal to the other contractual party, if the content of the withdrawal does not result in a later effect of the withdrawal. Proper delivery of the notice of withdrawal from the contract is considered to be delivered by a postal service provider or courier to the other contracting party. In case of doubt, the withdrawal is deemed to have been received on the third day after it was sent. It is generally delivered to the last known address of the contracting party.

7.6 Withdrawal from the contract does not terminate the right of the authorized party to pay contractual fines and to compensate for the damage incurred.

7.7 The contracting parties are not responsible for partial or complete non-fulfillment of contractual obligations as a result of force majeure in accordance with § 374 of the Commercial Code.

7.8 In the event of force majeure, the agreed deadlines for the fulfillment of contractual obligations are extended by the period of force majeure.

7.9 The contractual party affected by force majeure is obliged to notify the other contractual party in writing of the commencement and termination of the force majeure without delay, but no later than within 15 days from the commencement of its operation. If the contracting party does not do so, the contracting party cannot effectively invoke force majeure.

VIII. Final Provisions

8.1. The contract can be amended in accordance with the law in the form of a numbered written amendment signed by both contracting parties.

8.2. The legal relations of both parties not regulated by this contract are governed by the relevant provisions of the Commercial Code and other legal regulations of the Slovak Republic.

8.3. This contract enters into force on the date of its signature by both contracting parties. The contract is drawn up in two counterparts, of which the customer receives one copy and the provider receives one copy.

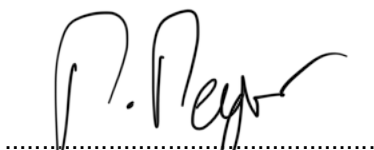
8.4. The contracting parties declare that they read the contract before signing it, understood its content and agreed with it, which they confirm with their signatures.

In Bratislava, 11th of October 2024

In Bad Münsterafel 11. 10. 2024


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.....
Mgr. Miriam Miláčková, PhD.
Executive director BROZ


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Michael Meyer
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