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## **Contract of Services**

**Between**

**Institute of Sciences, Technologies and Agroenvironment of the University of Porto  
(ICETA)**

**and**

**EXELIA E.E.**

**Regarding Activity A4.2 "Implementing the Sustainability Strategy" within the context of the project INVALIDIS – "Protecting European Biodiversity from Invasive Alien Species", (Ref. no: PGI05271) co-funded by the INTERREG EUROPE program.**

**June 2020**

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Parties' initials NB: please sign every page	I. First party 	II. Second party 
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Today, the 29<sup>th</sup> of June 2020, the following parties:

1. ICETA - Institute of Sciences, Technologies and Agroenvironment of the University of Porto (hereinafter referred to as the first party), legally represented by Dr. Baltazar de Castro, Director of ICETA, and with its registered offices at Praça Gomes Teixeira, Apartado 55142, Porto, Portugal, e-mail: [iceta@iceta.up.pt](mailto:iceta@iceta.up.pt), web: <http://www.iceta.up.pt/> and VAT ID: PT 503178306,

and

2. EXELIA E.E. (hereinafter referred to as the second party), legally represented by Mr. Stavros Vasileios Filopoulos, Managing Director, and with its registered offices at Kifissias Avenue 296, 15232, Chalandri, Athens, Greece, e-mail: [info@exelia.gr](mailto:info@exelia.gr), web: <http://www.exelia.gr/en> and VAT ID: EL800474176

agreed and accepted without reservation the following terms and conditions:

#### Article 1. Subject.

The second party will carry out work on behalf of the first part in the context of the European project INVALIDIS "Protecting European Biodiversity from Invasive Alien Species" (Ref. no: PGI05271), which is a project co-funded by the INTERREG EUROPE program.

The second party will carry out part of the activity A4.2 "Implementing the Sustainability Strategy" by developing the deliverable "Sustainability Plan"

More specifically, the second party will undertake the preparation of a Sustainability Plan (between 20 - 30 pages in length), aiming to define partners' long-term activities to integrate the knowledge acquired during the project lifecycle into the action plans to be developed for improving the policy instruments addressed, on behalf of the project partner Institute of Sciences, Technologies and Agroenvironment of the University of Porto (ICETA).

For this purpose the services provided by the second party will cover the following:

- Development of the sustainable approach
- Identification of most relevant types of stakeholders
- Definition of actions and policies to foster the long-term impact of lessons learnt within the project
- Definition of the corresponding actions per partner, and pursue the long-term impact of the project and the proliferation of invasive alien species management practices in partners' regions
- Definition of processes and tools to develop regional repositories of stakeholders
- Time schedule for partners' actions and ways to transfer the lessons learnt beyond the partnership

The above-mentioned deliverable should be prepared in the English language, as part of implementing activity A4.2 "Implementing the Sustainability Strategy" as defined in the project's Application Form.

#### Article 2. Deliverables and time-planning

The organization of the work and the distinct activity and deliverable that will be carried out to provide the service of the previous paragraph; also indicated in the timetable below:

Activity	Deliverable	Delivery Date
A4.2	INVALIDIS Sustainability Plan (20 - 30 pages)	31 <sup>st</sup> July 2020

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### Article 3. Fee, conditions and payments.

The fee to be paid by the first party to the second party for the services defined above will amount to **8.000,00€ (eight thousand Euros)** in total. VAT is not applicable according to Article 196 of Council Directive 2006/112/EC (reverse charge mechanism on cross border provision of service).

This price includes all costs of the tenderer and shall not be subject to change for the duration of the contract without prior written consent of the first party.

The fee will be paid to the second party, following the completion of work agreed, successful delivery of deliverable to the first party and invoicing by the second party. The first party must accept the deliverable within 5 working days after the delivery from the first party or provide comments for improvement, otherwise the deliverable/output is assumed accepted.

In case of delay in the payment of the fee beyond a period of sixty days following invoice issuance, the first party will pay interest to the second party for each day of delay of overdue payments.

### Article 4. Effect & duration.

This contract shall take effect from the date on which it is signed and shall terminate when two conditions are met.

- a) The contractual obligations of both parties to this contract have been fully and definitively met. This date is foreseen to be the **31/07/2020**.
- b) The first party has paid in full all its financial obligations to the second party as set out in this contract.

### Article 5. Intellectual property and exploitation of results.

Copyright to all the work products or parts contained therein, whether preliminary or final, produced by the second party is owned by the second party. Upon final payment of this contract, the first party is assigned non-exclusive rights to use and distribute the work products in own settings or through third parties as it may deem fit, to duplicate, modify, make public, publish or exploit, for a period of 5 years and in pursuit of the objectives of project INVALIDIS for the purposes of and in the context of which, this contract takes place. As part of the contract, the second party only transfers rights to the extent that they are indispensable to the fulfilment of the contract. The first party acknowledges that the first party does not receive any rights along with the temporary use of brands or trademarks belonging to the second party. The first party is not authorised to alter or remove brands or trademarks which the second party uses in the contractual services. The second party retains the right to use the completed work product and any preliminary designs for the purpose of future research, scholarly publication, educational purposes, marketing materials, and portfolio. Where applicable the first party will be given any necessary credit for usage of the work products.



Insofar as the first party uses or introduces own materials as part of carrying out the contract, the first party exempts the second party from any and all claims made by third parties against the second party due to violation of third-party rights or legal regulations in connection with the use of services, especially the distribution of content via the first party, including the cost of appropriate legal defence. The first party will support the second party in all disputes, in and out of court, and will provide all data, documents and other materials the second party considers to be necessary in connection with the dispute upon request.

### Article 6. Confidentiality and safeguarding of information.

The signing parties will undertake all measures necessary to prevent announcing or publishing data or information of the other party to any third party or unauthorized personnel of either party without the prior written consent of the other signatory of this contract. This article outlasts the contractual termination of the present contract.

### Article 7. Amendments of terms, jurisdiction, applicable law, other clauses.

- a. Changes to this contract can occur solely as a result in written form through a legally binding, signed agreement between the two parties.

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- b. In the event that the two parties are unable to agree on the finalisation of the work allocation or to any other issue, the first party agrees to decline from participating in the implementation of the above mentioned work products.
- c. The first party cannot unilaterally withdraw from this contract without compensating the second party in the amount of the turnover lost to the second party as a result of this decision by the first party.
- d. Other sub-contracting agreements or contracts covering the project in question which may be signed by the two parties shall not invalidate any of the terms or conditions of the present contract.
- e. This contract shall be subject to the Portuguese and European law.
- f. All the terms and conditions of this contract are deemed to be material.
- g. Two copies have been prepared, each of equal status with the other, and signed as follows.

#### THE SIGNING PARTIES

**Institute of Sciences, Technologies and  
Agroenvironment of the University of Porto**

Prof. Baltazar de Castro

  
Signature and stamp

**EXELIA E.E.**

Mr. Stavros Vasileios Filopoulos



Signature and stamp

**EXELIA E.E.**  
ΛΥΣΕΙΣ ΤΕΧΝΟΛΟΓΙΑΣ  
Λ. ΚΗΦΙΣΙΑΣ 296 · ΧΑΛΑΝΔΡΙ 152 32  
ΑΦΜ: 800474176 · ΔΟΥ: ΧΑΛΑΝΔΡΙΟΥ

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