

AMENDMENT OF CONTRACT FOR THE ASSIGNMENT OF PROVISION OF SERVICES

DATED 20-04-2018

(ΑΔΑΜ: 18SYMV002984450, ΑΔΑ: 971Ξ46Ψ844-ΟΤΨ)

Today, the 08 July 2021, by and between the following contracting parties:

a)The legal person of public law under the name “**GREEN FUND**” having its registered seat at Kifisia, Kifisias Ave. 241, with Tax Identification no: 099338405, Public Finance Department [DOY] of Kifisia, lawfully represented for the purposes hereof by its Chairman Mr. **Efstathios Stathopoulos**, hereinafter referred to as “the Contracting Authority” and

b)The non-profit organization “**XARXA PER A LA CONSERVACIO DE LA NATURA**”, with Tax Identification Number: ESG63122402, having its registered seat at Vic -08500-Sagrada Familia str. 7, Catalonia, Spain, lawfully represented for the purposes hereof by Cristina Ángeles Sanchez Alonso, (NIF: 46652004T), hereinafter referred to as “ the Contractor”;

Having taken into account:

1. The provisions:

a. of art.90 of the Code of Law for the Government and the Governmental bodies, as ratified by Art. 1 of the Presidential Decree 63/2005 (A' 98).

b. of L. 3889/2010 (A'182) for the Financing of interventions on the Environment, Green Fund, Ratification of Forest Maps and other provisions", as in force.

c. of article 66 of L.4270/2014 “Principles of financial management and supervision (incorporation of Directive 2011/85/EU) – public accounting system and other provisions”.(Official Government 143 A'/28-06-2014).

d. of art. 8 of L. 4325/2015 (Official Gazette no: A47) for the “Democratization of the Public Administration – fighting against Bureaucracy and e-Government. Restoration of injustice and other provisions ”.

e. of L. 4412/ Official Government Gazette 147/A, 8/8/2016 regarding “Public Procurement Contracts” (adaption to Directives 2014/24/EU and 2014/25/EU) as in

force, and specifically of article 118, which provides for the possibility of direct award for contracts up to the amount of 30.000 euros without VAT.

f. of art. 30 par. 4 of L. 4314/2014 (A' 265) as amended by par. 5 Art. 14 of L. 4403/2016 (A' 125), as in force.

h. of L. 4727/20 (Official Government Gazette 184 A/23-9-2020): Electronic Governance [Incorporation into the Greek legal order of Directive (EU) 2016/2102 and Directive (EU) 2019/1024] Electronic Communications (Incorporation into the Greek legal order of the Directive (EU) 2018/1972) and other provisions.

i. The legislative Decree 496/1974 regarding the "Accounting system of the legal persons of public law"

j. The Presidential Degree 80/2016 "Assumption of obligations by operators" (A' 145)

k. The Presidential Degree 26/2019 "Statute of procedure of the Green Fund" (A' 42)

2. a. The Ministerial Decision with nr. 32604/21-07-2017 (Official Government Gazette 366/ τ. Υ.Ο.Δ.Δ./24-07-2017) of the Minister and Deputy Minister of Environment and Energy "Composition of Board of Directors of Green Fund".

b. The Ministerial Decision with nr. 49028/30-11-2017 (Official Government Gazette 654/ τ. Υ.Ο.Δ.Δ./07-12-2017) of the Minister and Deputy Minister of Environment and Energy «Amendment of Ministerial Decision with nr. 32604/21-07-2017 of the Minister and Deputy Minister of Environment and Energy "Composition of Board of Directors of Green Fund"».

c. The Ministerial Decision with nr ΥΠΕΝ/ΔΔΥ/91785/10664 (Official Government Gazette 879/τ.Υ.Ο.Δ.Δ./23-10-2019) of the Minister of Environment and Energy «Amendment of Ministerial Decision with nr. 32604/21-07-2017 "Composition of Board of Directors of Green Fund"» (ΥΟΔΔ 366) as in force"» and the Corrections of its Errors (Official Government Gazette 959/τ.Υ.Ο.Δ.Δ./14-11-2019).

d. The Amendment with nr. ΥΠΕΝ/ΔΔΥ/46181/4639 of the Decision with nr. 32604/21-7-2017 "Composition of Board of Directors of Green Fund"» (ΥΟΔΔ 366) as in force"» (Official Government Gazette ΥΟΔΔ 366/24-7-2017), as in force (Official Government Gazette ΥΟΔΔ 371/18-5-2020).

3. The Grant Agreement dated 30.05.2017 between the European Commission and the University of the Aegean, in its capacity as “Coordinating Beneficiary” of the Program, which has defined the terms and conditions of the funding and the budget of the Project “LIFETERRACESCAPE” for the term between 01.01.2017 and until 31.08.2021 (code LIFE 16CCA/GR/000050). Subject to the terms and conditions of the aforementioned funding agreement, the Green Fund is defined as one of the beneficiaries of said Program.
4. The Amendment of the Grant Agreement (Letter Amendment No 2, Ares(2020)3685837 – 13/07/2020) with prot. Nr. 4803/14.07.20 between the European Commission and the University of the Aegean, in its capacity as “Coordinating Beneficiary” of the Program, in which the duration of the Program is set until **October 31st, 2022**.
5. The Cooperation Agreement dated 01.08.2017 between the Coordinating Beneficiary “University of Aegean” and the Green Fund as Co-beneficiary in the framework of project “LIFE TERRACESCAPE” (16CCA/GR/000050), in which the obligations of the Coordinating Beneficiary and the Co-beneficiary are specified, as well as their common obligations in the framework of operation of Program.
6. The resolution of the Board of Directors of the Green Fund no: 123.10.1/2017 (ΑΔΑ:6ΠΟΚ46Ψ844-93Ψ) regarding the appointment of Ms. Konstantinia Agra as the person in charge/coordinator for the “LIFE TERRACESCAPE”, to which Green Fund is Co-beneficiary, for the supervision of process of implementation.
7. The Contract for Assignment of Provision of Services dated 20.04.2018 (ΑΔΑΜ: 18SYMV002984450, ΑΔΑ: 97ΙΕ46Ψ844-ΟΤΨ) between the Green Fund and “XARXA DE CUSTÒDIA DEL TERRITORI” (XCT), the non-profit organisation with tax identification number ESG63122402, having its seat in Vic, address: Sagrada Familia st. 7, Catalonia, Spain.
8. The Statue of Incorporation dated 06.03.2003 of XARXA DE CUSTÒDIA DEL TERRITORI” and the official translation dated 02.09.2019 for the registration of amendment of corporate name to XARXA PER A LA CONSERVACIO DE LA NATURA.

9. The fact that the Contract under point 7 expires on 31/08/2021, whereas the term of the Project has been set until 31.10.2022, according to the amendment of the Grant Agreement (Letter Amendment No 2, Ares(2020)3685837 – 13/07/2020) with prot. Nr. 4803/14.07.20 concluded between the European Commission and the Coordinating Beneficiary of the Program, the University of Aegean.
10. The Decisions with nr. ΥΠΕΝ/ΔΠΔΑ/124750/3519/28-12-2020 (ΑΔΑ: ΩΝΧ34653Π8-ΓΑΡ) & ΥΠΕΝ/ΔΠΔΑ/43783/832/06-05-2021 (ΑΔΑ: 6ΗΩΗ4653Π8-ΖΙ2) of the Minister of Environment and Energy with topic "Approval of Budget for financial year 2021 of the Green Fund" & First amendment of Ordinary Budget of Green Fund of financial year 2021», respectively.
11. The Decision with nr. 755/09-02-2021 (ΑΔΑ: 9ΙΤΕ46Ψ844-093) of the Minister and Deputy Minister of Environment and Energy with topic: "Approval of Financing Program of Green Fund «EUROPEAN PROGRAM LIFE 2021» and availability of budget funds amounting to 3.000.000,00 € for its implementation".
12. The Decision of Assumption of Obligation with nr. 785/09-02-2021 (ΑΔΑ: 628Ο46Ψ844-ΑΕΗ) (with s.n. 57/2021 enrolled in the Book of Approvals and Payment Orders of the Service) for the co-financing of the European Program LIFE TERRACESCAPE for the year 2021.
13. The Decisions with nr. 200.9.1/20 (ΑΔΑ: 67ΙΘ46Ψ844-Λ1Μ), as amended by Decisions with nrs. 212.10/21 (3763) (ΑΔΑ: 978146Ψ844-ΝΒ6) and 200.9.2/20 (ΑΔΑ: ΩΟΧΛ46Ψ844-ΤΑΝ) of the Board of Directors of the Green Fund for the Provision of Authorisations and Transfer of competences and the Assignment of specific competences – authorisations by the Director to employees of the Green Fund (ΦΕΚ 5655/Β'/23.12.2020 & 2435/Β'/07.06.2021)
14. The necessity of assignment of guidance and consultancy services, regarding topics of land stewardship, for the realization of the Program LIFE with title “LIFE TERRACESCAPE”, given that for the said Project the provision of guidance and consultancy by a technical consultant with relevant expertise, specialization, know-how and professional experience is necessary. Such Consultant shall undertake the guidance, technical advice and the expertise with regard to the Land Stewardship Plan,

which is for the first time to be implemented in territory of Greece and in order for such ideas, expertise and technical advice to be transferred to the Green Fund. The assistance and support by a specialized partner is included at the preparatory action A.2. with title “Elaboration of the Land Stewardship Plan” and the action C.1. with title “Operation of the Land Stewardship Organization”

The following have been stipulated and mutually agreed upon:

The contracting parties, have signed the Contract dated 20/04/2018 (ΑΔΑΜ: 18SYMV002984450, ΑΔΑ: 971Ξ46Ψ844-ΟΤΨ) with the therein referred to specific terms and agreements for the coverage of their obligations arising from the relevant concluded grant agreement, for the Project “LIFE TERRACESCAPE” (LIFE 16CCA/GR/000050) and for the part thereof, relating to the Green Fund, as Co-beneficiary on the above Project. The non-profit organisation «XARXA PER A LA CONSERVACIO DE LA NATURA (former Xarxa de Custòdia del Territori» - XCT), is already the Contractor and has assumed the provision of guidance, technical advice and expertise in relation to the implementation of Land Stewardship, as foreseen at the preparatory action A.2. with title “Elaboration of the Land Stewardship Plan” and the action C.1. with title “Operation of the Land Stewardship Organization” of the above Project, as well as the general support of the necessary actions related to the provision and transfer of required expertise and special experience of the Contractor to the Green Fund for matters relating to Land Stewardship in framework of the above Project. Specifically, during the preparatory action A.2. with title “Elaboration of the Land Stewardship Plan”, the Contractor has specifically contributed to the transfer of multiannual experience on the functioning and organization of management of Land Stewardship. The provision of expertise has been supported by local visit to the site, to which Land Stewardship has been implemented by the Contractor. During the action C.1. on the functioning and organization of management of Land Stewardship, the Contractor has specifically contributed to the provision of technical advice and expertise in matters relating to functioning and effective implementation of Land Stewardship, so

that in the next stage the interested parties and stakeholders are defined, who could adopt relevant approaches in cooperation with the team of the Project.

The contracting parties hereby agree on the amendment of the contract, with regard to the Articles 2, 4 and 5 thereof, which are stipulated as follows:

ARTICLE 2

TERM OF THE CONTRACT

This present shall remain in force from 01/09/2021 until the 31/10/2022. In case of extension of the expiry of the Project "LIFE TERRACESCAPE" 16CCA/GR/000050 by the European Union, this Contract may be extended equally until the termination of the duration of Project, if such extension is deemed necessary by the person in charge/Coordinator of the Project LIFETERRACESCAPE, and according to the respective resolution of the Board of Directors of the Green Fund, which shall be taken to this effect.

It is hereby agreed that this present Contract shall not be extended beyond the expiry of the Project LIFE TERRACESCAPE.

ARTICLE 4

APPROVAL AND ACCEPTANCE OF THE PROJECT

It is hereby agreed that responsible on behalf of the Green Fund for the supervision and the implementation of the Contract shall be the "Committee for the Supervision and Acceptance of the Projects, Services and Supplies of the Green Fund", as such Committee has been lawfully established following relevant draw, and operates, in accordance with a respective decision of the Chairman of the Green Fund. Necessary prerequisite for the approval of deliverable is the justified proposal of the person in charge/coordinator, who certifies the proper and timely accomplishment of obligations of Contractor and, together with her proposal, transfers the file to the competent Committee.

The deliverables constitute of reports pertaining to the assigned Project, which shall be drafted in English, (being the communication language between the Green Fund and the European Union), and certified in Greek, which shall be delivered at the agreed dates as follows: 31/05/2018, 28/04/2020, 31/10/2022.

The person in charge/Coordinator shall examine the content of the reports in cooperation with the Committee for the Supervision and Acceptance of the Projects. Should any remarks exist on the side of the person in charge and/or the previously mentioned Committee, the Contractor shall be notified accordingly within five (5) business days. Upon certification on the accomplishment of the Project and the rendering of the respective Services by the Contractor, the Green Fund shall pay the agreed fee to the Contractor.

ARTICLE 5

PAYMENT TO THE CONTRACTOR

A. The agreed fee to the Contractor shall be EUR 19.750,00 €. This fee shall be paid to the Contractor in three (3) installments, after the approval of the deliverables at the dates agreed in Article 4 of this present. The total agreed fee (including V.A.T.) is stipulated to be paid in installments. Specifically, until today have been paid:

for 31/05/2018, the amount of 6.000,00 € without V.A.T.

for 28/04/2020, the amount of 9.000,00€ without V.A.T.

and the payable amount is defined:

for 31/10/2022, the amount of 4.750,00 € without V.A.T..

It is hereby agreed that this fee shall be agreed as final, including all and any additional legal charges over third parties, with the exemption of any bank commissions regarding the payment of the fee abroad, which shall be undertaken by the Green Fund. The Contracting Authority does not bear any other financial liability against the Contractor, with the exception of aforementioned fee.

B. The Contractor shall be obliged to submit all necessary documentation under applicable law, in order to receive its payment.

All other terms and clauses of the contract dated 20.04.2018 remain in force.

The afore mentioned have been mutually agreed between the contracting parties and to this effect this present Contract has been drafted, and executed in three (3) counterparts in Greek language and in a certified translation in English.

Following this, two (2) counterparts have been received by the Contracting Authority and one (1) by the Contractor.

THE CONTRACTING PARTIES

“The Contracting Authority”

“The Contractor”

Efstathios Stathopoulos
Chairman of the Board of Directors

Cristina Ángeles Sanchez Alonso
(The legal representative)