**No.: SMLN0011/2019**

**Third Party Agreement**

This Third Party Agreement, hereinafter the **“Third Party Agreement”**, shall be valid

since publishing of this agreement in the Czech register of contracts according to the Act no. 340/2015 Coll. (“Effective Date”).

BETWEEN:

**European Rural Development Network (ERDN)**

Szkolna 2/4, 00-006 Warszawa, Poland

Represented by Dr. Paweł Chmieliński, coordinator

Association registration number: REGON: 381695410, NIP:5252768950

hereinafter referred to as **“ERDN”**

and

**Ustav Zemedelske Ekonomiky a Informaci (IAEI)**

Mánesova 1453/75, 120 00 Prague 2, Czech Republic

Represented by Ing. Štěpán Kala, MBA, Ph.D., director

[Company](https://slovnik.seznam.cz/preklad/anglicky_cesky/company) registration [number](https://slovnik.seznam.cz/preklad/anglicky_cesky/number): 00027251

VAT registration number: CZ00027251

hereinafter referred to as **“Third Party”**

**WHEREAS:**

Together with other Beneficiaries, ERDN has been awarded a Grant Agreement by the European Commission (Funding Authority) no. 862448 entitled Sustainable Hub to Engage into Rural Policies with Actors, in short »SHERPA«, hereinafter referred to as the “Grant Agreement”. From this Grant Agreement including its Annexes certain rights and obligations result between the Funding Authority, ERDN and the other SHERPA Beneficiaries. The Grant Agreement states that third parties will be financially supported for certain work to the project as specified in Annex 2.

Under the Grant Agreement, the SHERPA Beneficiaries are required to ensure that the SHERPA Project is implemented in compliance with the provisions of the Grant Agreement and the Third Party shall comply with this in implementation of its tasks. The SHERPA Beneficiaries furthermore are entering into the Consortium Agreement dated 18 October 2019 by which they have obligations towards each other.

The Third Party shall not do anything or omit to do anything which renders ERDN or the other SHERPA Beneficiaries in breach of the Grant Agreement or the Consortium Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**Section 1: Definitions**

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules of Participation for Horizon 2020 or in the Grant Agreement or the Consortium Agreement, including their respective Annexes.

**Section 2: Purpose**

The purpose of this Third Party Agreement is to specify with respect to the Project the relationship between ERDN and the Third Party, in particular concerning the organisation of the work between the Parties and the management of the Project.

**Section 3: Subject**

3.1. The Third Party will perform the work as defined in the Grant Agreement and presented in detail in Annex 2 to the Third Party Agreement.

3.2. The Third Party shall be responsible for ensuring that the work is carried out and complies with accepted technical, scientific and professional standards, is undertaken by appropriate personnel and carried out in accordance with the schedule laid down in Annex 3 and the financial provisions laid down in Section 5.

3.3. The Third Party assumes all responsibility towards ERDN for all tasks contracted to it by this Third Party Agreement in accordance with the Grant Agreement and the Annex 2.

3.4. Additionally, the Third Party recognizes that ERDN and the other SHERPA Beneficiaries are bound by certain obligations arising out of the Grant Agreement and the SHERPA Consortium Agreement. Herewith, the Third Party agrees to comply with all obligations arising out of the Grant Agreement and the SHERPA Consortium Agreement to the extent that ERDN and the other SHERPA Beneficiaries are enabled to comply with all their obligations under those agreements.

3.5. The Third Party accepts the Terms and Conditions of the Grant Agreement and of the SHERPA Consortium Agreement insofar as they relate to the tasks which are contracted to it hereby.

**Section 4: Duration**

4.1. The SHERPA Project has started on 1 October 2019 with a duration of 48 months. This Third Party Agreement shall be valid since publishing of this agreement in the Czech register of contracts according to the Act no. 340/2015 Coll. (“Effective Date”) and will be valid as long as the Grant Agreement. Should the period of validity of the Grant Agreement be amended, this Third Party Agreement shall be deemed automatically changed accordingly.

The Third Party shall commence to perform their activities according to dates specified in Grant Agreement.

4.2. The Third Party shall notify ERDN in writing without undue delay if it becomes apparent that it might be unable to keep the schedule.

4.3. ERDN can terminate this Agreement with immediate effect through written notice to the Third Party:

- if, to the extent permitted by law, the Third Party is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, or is the subject of any other similar proceeding concerning those matters, or

- if the Third Party is subject to an event of Force Majeure (in accordance with how that term is defined under Article 51 of the Grant Agreement), which prevents the Third Party from correct performance of its obligations hereunder and such circumstances have lasted, or can reasonably be expected to last more than six (6) weeks.

**Section 5: Financial Provisions**

5.1. The tasks allocated to the Third Party are based on the funding indicated in the Grant Agreement.

Payment will be transfered to the Third Party by ERDN after that the Project Coordinator receives payment from the Funding Authority, and transfers the payment to ERDN, without undue delay and in conformity with the provisions of this Third Party Agreement and the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Third Party concerned.

It will be paid in following instalments:

* The first instalment (pre-payment) will be paid after signing the Third Party Agreement (48,33% of the total);
* The first interim payment will be paid after reporting period 1 (after month 18);
* The second interim payment will be paid after reporting period 2 (after month 36);
* One final payment will be paid after reporting period 3, including a final report of the SHERPA project sent to the European Commission (after month 48).

Other payments depend on the cost declaration. The payment schedule, which contains the transfer of pre-financing and interim payments to the Third Party, will be handled according to the following:

The above mentioned payment modality can be derogated only following a decision of the SHERPA General Assembly.

5.2. The Third Party has been allocated with:

a) EUR 42,000 to cover direct personnel costs,

b) EUR 14,125 to over indirect costs and

c) EUR 14,500 to cover their travel expenses and other direct costs.

The travel costs, for the Third Party amounts to EUR 7,500 (5 travels for one person at EUR 1,500 per person) and EUR 7,000 to cover the expenditures related to the MAPs (venue hire, travel for attendees, catering for participants, costs for translation, infographics, visionary drawings, high quality printing of booklets, leaflets or stakeholder and public information notes).

5.3. The budget in Annex 2 of the Grant Agreement, including all amendments which may occur throughout the project duration, shall apply to this Third Party Agreement as far as the tasks allocated to the Third Party are affected. Where budget amendments are to be discussed in the SHERPA Consortium, ERDN shall always duly respect the Third Party’s interests and shall give the Third Party the opportunity to bring forward their attitude.

5.4. ERDN shall receive by the Funding Authority all payments for the costs stated by the Third Party and and shall forward them on to the Third Party’s bank account stated in Annex 1 after approval of the costs in accordance with this Third Party Agreement and the Grant Agreement.

**Section 6: Third Party Project Manager**

6.1. Representative of the Third Party authorized to sign this Third Party Agreement will appoint as the Third Party Project Manger, a person employed by the Third Party who was involved in preparation of the SHERPA proposal. The Third Party Project Manager is:

Name:

Position: researcher

E-mail address:

Phone number:

6.2. The Third Party project Manager will be responsible for coordination of all the activities related to obligations of the Third Party resulting from the SHERPA Grant Agreement and the SHERPA Consortium Agreement.

**Section 7: Miscellaneous**

7.1 Attachments, inconsistencies and severability

This Third Party Agreement has to be in accord with the Grand Agreement, specially articles 22, 23, 26, 30, 35, 36, 38, 39, 46. In case the terms of this Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail.

Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

7.2 No representation, partnership or agency

No Party shall be entitled to act or to make legally binding declarations on behalf of other

Party. Furthermore, the Third Party shall not be entitled to act or to make legally binding declarations on behalf of any of the SHERPA Beneficiaries. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

7.3 Mandatory national law

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

7.4 Language

This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

7.5 Applicable law and settlement of disputes

This Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

The Parties shall endeavour to settle their disputes amicably. If the Parties mutually agree, by

mediation.

If the Parties do not come to an amicable settlement, any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to the courts of the city of Brussels. They have exclusive jurisdiction.

Attached:

Annex 1 - Banking Information Form

Annex 2 – Task to be executed by the Third Party

Annex 3 – Work schedule

**ERDN Ustav Zemedelske Ekonomiky a Informaci (IAEI)**

Signature(s) Signature(s)

Name Name

Paweł Chmieliński, coordinator Štěpán Kala, director

Title Dr. Title Ing., MBA, Ph.D

Date 13.12.2019 Date:8.1.2020

**Annex 1**

**Banking Information Form**

**Account holder**

Name of Account holder (as registered with the bank):

Institute of Agricultural Economics and Information

Full address of account holder (as registered with the bank):

Street name and number: Mánesova 1453/75

Postal Code Town/City: 120 00 Prague 2, Czech Republic

Country VAT number: CZ00027251

**Contact person of the account holder regarding the payments**

Name:

Phone:

e-mail:

**Bank Information**

Bank name:

Branch address (full address – PO box not accepted)

Street name and number:

Postal Code Town/City:

Country: Czech Republic

Bank sorting code:

IBAN:

BIC/SWIFT:

Requested »reason for payment« (if other than EU project name or n°) / Remarks:

SHERPA project payments

**Annex 2**

**TASK TO BE EXECUTED BY THE THIRD PARTY**

1. The Third Party is involved in execusion of the following parts of the SHERPA project:
   1. Work Package 1 (WP 1) – Management, governance structure, coordination and Project Advisory Group
   2. Work Package 5 – Definition of Multi-Actor Platforms as Science-Society-Policy interfaces
   3. Work Package 6 – Participatory multi-actor platforms at national and regional levels
   4. Work Package 7 – Harvesting and transforming results into recommendations in co-construction with stakeholders and decision makers
2. Within the WP1 the Third Party is involved in the execution of Task 1.2 Project coordination: contribution to the reporting, preparation of cost statements and participation to the project meetings. The number of person-months planned for the Third Party within WP1 is 1.00.
3. Within the WP5 the Third Party is involved in the execution of following tasks:

Task 5.1 Science-Society-Policy interface and methodology for setting up the SHERPA Multi-Actor Platforms (MAPs): setting up of MAPs in phase 1 and creating new MAPS in phase 2.

Task 5.2 Training of the network of facilitators and monitors: participate to the trainings on MAP facilitators.

Task 5.3 Strategy for self-sustainability of Multi-Actor Platforms beyond project completion: contribute to the survey and interviews of facilitators.

The number of person-months planned for the Third Party within WP5 is 2.0.

Within the WP5 the Third Party is responsible for setting up MAPs in the number specified below:

|  |  |  |  |
| --- | --- | --- | --- |
| Third Party | Country | Phase 1 | Phase 2 |
| IAEI | Czech Republic | 1 | 2 |

1. Within the WP6 the Third Party continues its role as MAP facilitator partner and design engagement to ensure delivery to the aims of SHERPA, with an associated objective of alignment or commonality with elements of the remit of the existing group, with an aim of strengthening the Platform in achieving its own objectives. The MAPs will conduct a common set of activities, following the methodological guidelines of Task 5.1 (Science-Society-Policy interface and methodology for setting up the SHERPA Multi-Actor Platforms (MAPs)) and tools in Task 5.2 (Training of the network of facilitators and monitors). The Third Party is involved in the execution of following tasks:

Task 6.1 Phase 1 - Dynamic Action Plans and running of 20 MAPs: development and implementation of the Dynamic Action Plans (DAP) for each MAP of phase 1.

Task 6.2 Phase 1 - Monitoring and Evaluation of 20 MAPs: prepare monitoring reports in line with the M&E plan for each MAP of phase 1.

Task 6.3 Phase 2 - Dynamic Action Plans and running of 40 MAPs: development and implementation of the Dynamic Action Plans (DAP) for each MAP of phase 2.

Task 6.4 Phase 2 - Monitoring and Evaluation of 40 MAPs: prepare monitoring reports in line with the M&E plan for each MAP of phase 2.

The number of person-months planned for the Third Party within WP6 is 8.00.

1. Within the WP7 the Third Party participates in synthesising the knowledge obtained from the analysis of trends and foresighting, stocktake of research, and engagement with the MAPs and citizens, to formulate recommendations for future research and policy options for rural development. The Third Party is involved in the execution of the following tasks:

Task 7.1 Co-learning and knowledge exchange at EU, national and regional levels: attend events and contribute to the activities of the EU level MAP.

Task 7.2 Formulation of recommendations for future research agendas: provide inputs and feedback on the recommendations.

Task 7.3 Formulation of recommendations for development of future rural policies: provide inputs and feedback on the recommendations.

The number of person-months planned for the Third Party within WP7 is 1.00.

**Annex 3**

**WORK SCHEDULE**

**Work Package 1 (WP 1) – Management, governance structure, coordination and Project Advisory Group**

Task 1.2 Project coordination: contribution to the reporting, preparation of cost statements and participation to the project meetings – from month 1 to 48.

**Work Package 5 – Definition of Multi-Actor Platforms as Science-Society-Policy interfaces**

Task 5.1 Science-Society-Policy interface and methodology for setting up the SHERPA Multi-Actor Platforms (MAPs): setting up of MAPs in phase 1 and creating new MAPS in phase 2 – from month 1 to 26

Task 5.2 Training of the network of facilitators and monitors: participate to the trainings on MAP facilitators – from month 4 to 36

Task 5.3 Strategy for self-sustainability of Multi-Actor Platforms beyond project completion: contribute to the survey and interviews of facilitators – from month 37 to 48

**Work Package 6 – Participatory multi-actor platforms at national and regional levels**

Task 6.1 Phase 1 - Dynamic Action Plans and running of 20 MAPs: development and implementation of the Dynamic Action Plans (DAP) for each MAP of phase 1 – from month 3 to 21

Task 6.2 Phase 1 - Monitoring and Evaluation of 20 MAPs: prepare monitoring reports in line with the M&E plan for each MAP of phase 1 – from month 3 to 26

Task 6.3 Phase 2 - Dynamic Action Plans and running of 40 MAPs: development and implementation of the Dynamic Action Plans (DAP) for each MAP of phase 2 – from month 27 to 48

Task 6.4 Phase 2 - Monitoring and Evaluation of 40 MAPs: prepare monitoring reports in line with the M&E plan for each MAP of phase 2 – from month 27 to 48

**Work Package 7 - Harvesting and transforming results into recommendations in co-construction with stakeholders and decision makers**

Task 7.1 Co-learning and knowledge exchange at EU, national and regional levels: attend events and contribute to the activities of the EU level MAP – from month 9 to 48

Task 7.2 Formulation of recommendations for future research agendas: provide inputs and feedback on the recommendations – from month 13 to 48

Task 7.3 Formulation of recommendations for development of future rural policies: provide inputs and feedback on the recommendations – from month 13 to 48