**Contract for the provision of scientific services related to the Green Deal**

**Call “Restoring biodiversity and ecosystem services” (LC-GD-7-1-2020)**

Between

Hamburg University of Applied Sciences,

represented by the President,

Berliner Tor 5,

20099 Hamburg

 - hereinafter “HAW Hamburg” -

and

Institut plánování a rozvoje hl. m. Prahy / Prague Institute of Planning and Development

Vyšehradská 57

128 00 Praha 2

Czech Republic

 - hereinafter “Client”.

- hereinafter referred to as “Party” or “Parties” or “recipient party” and “disclosing party” respectively

The parties have agreed as follows:

**§ 1 Object of the Contract**

(1) The object of the contract is the provision of the following scientific services: coordinating the bid and all procedures leading to a timely submission of the proposal titled “**Restoring European Biodiversity and Ecosystem Services (REBES-EUROPE)”** to be submitted as part of the European Commission’s Horizon 2020 European Green Deal Call “Restoring biodiversity and ecosystem services” (LC-GD-7-1-2020)”, whose details are as follows:

**Modality**: single stage

**Internal submission deadline:** 15th January 2021

**Total budget:** Euro 25 million

(2) The parties agree that the services are to be rendered exclusively by applying the state of the art and reliable scientific knowledge available at HAW Hamburg to produce the application.

(3) The Client will, as partner, supply any documentation and details required and related to its participation in the bid, including information on its activities and budgets.

**§ 2 Deadlines/Dates**

(1) This contract enters into force upon signature by both parties and expires upon full payment of the (final) invoice.

(2) The services described in § 1 shall be delivered until 26.01.2021.

**§ 3 Contact Persons**

The project manager on the part of HAW Hamburg is xxxxxxxxxxxx (hereinafter, “project manager”); the project manager on the part of the Client is xxxxxxxxxxxxxxxxx. Client’s project manager will receive the invoice at:

Institut plánování a rozvoje hl. m. Prahy

Vyšehradská 57

128 00 Praha 2

Czech Republic

**§ 4 Compensation**

(1) The client agrees to pay HAW Hamburg the amount of € 4.000,00 plus the German value added tax (VAT), if applicable, due upon delivery of the service (submission of the proposal) as bid preparation fee. There are no success fees to be charged.

The respective amount is to be transferred to the account stated in an invoice which will be sent to the Client after delivery of the service. The invoice shall be paid within 14 days of receipt, with indication of the reference number stated in the invoice.

(2) This amount includes all expenses, staff time, materials, machine running times, travel, etc. which are necessary to fulfil the tasks described in § 1.

**§ 5 Confidentiality**

(1) The contracting parties shall treat as confidential all documents and information (hereinafter referred to as “confidential information”) received from the other one on the basis of this agreement, so as not to endanger the project or put the Consortium at a disadvantage. It includes any project details, drafts and final versions of documents or financial information which are shared, or become known by the Client in the context of the writing of the bid proposal. It also includes orally communicated information. Confidential information shall not be disclosed to third parties unless the non-disclosing party gives its prior written consent.

(2) There is no obligation of confidentiality if the information received:

- is publicly available,

- become publicly available through no action or fault of the recipient party,

- have been or will be lawfully obtained by the recipient party from a third party without an obligation of confidentiality, provided such third party is not, to the recipient party’s knowledge, in breach of any confidentiality obligation relating to such information,

- are already in the possession of the recipient party without confidentiality obligation prior to receipt from the disclosing party,

- have been independently developed by HAW Hamburg or the Client, through its own work, independently from the other party’s confidential information and without use and benefit of any disclosing party’s confidential information,

- must be disclosed as required by law or any governmental authority, provided that written notice of such judicial action was given to the disclosing party and that the recipient party fully cooperates with the disclosing party in seeking confidential treatment for any such disclosure,

- or if HAW Hamburg or the Client have waived any rights of confidentiality in writing.

The party seeking the benefit of such exception shall bear the burden of proving its existence.

(3) The Client may only disclose the confidential information to those persons who need to know the confidential information for the purpose of the contractual object. Confidential information may only be internally shared with employees of the Client who need to access it for the purposes of working on the bid proposal, and/or their internal administrations for approval purposes. The Client will inform HAW Hamburg without undue delay, if any of their employees becomes aware that confidential information has been disclosed to third parties contrary to this clause.

(4) Upon the disclosing party’s written request, the receiving party shall promptly return or destroy all confidential information of the disclosing party which is in the receiving party’s possession. The receiving party shall confirm in writing such destruction or return to the disclosing party within fourteen days after receipt of the respective request.

(5) The duty of confidentiality pursuant to § 5 of this Agreement shall expire 2 years after this contract has expired or been terminated, should the proposal be submitted again for any reason.

**§ 6 Publication**

(1) After the project bid has been submitted, HAW Hamburg and the Client are entitled to use some of the results obtained within the scope of this contract (e.g. the “state of the art”) in the context of research and teaching and to publish them in the usual scientific form as well as for the realization of academic theses and dissertations.

(2) Publications which contain or are related to information received in confidence according to § 5 of this contract require the prior written consent of the disclosing party. The consent to publication may not be unreasonably withheld. It is considered granted if the Client does not object to the planned publication within 30 days after being notified in writing by HAW Hamburg. The above obligation expires 2 years after termination of the contract.

**§ 7 Work results**

(1) Upon payment of the agreed remuneration, the client acquires a non-exclusive, transferable, unrestricted right of use in all types of use of the work results arising from the performance of the contractually agreed services, according to the terms of § 5 of this contract.

(2) HAW Hamburg and the Client are entitled to other results, in particular inventions capable of being protected by intellectual property rights, which arise in the course of the performance of the services contractually agreed to in § 1.

**§ 8 Liability**

(1) HAW Hamburg shall perform the agreed services exercising the reasonable professional skill and care. The contracting parties agree that HAW Hamburg will meet these obligations by applying the state of the art available to it and by utilizing its own knowledge and experience.

(2) HAW Hamburg is only liable for intentional or grossly negligent acts. HAW Hamburg's liability for gross negligence is limited to the total remuneration to be paid according to § 4. Liability for loss of production, interruption of operations, loss of profit and other consequential damages is excluded.

(3) The client exempts HAW Hamburg from claims for damages from third parties unless the damages are based on intentional or grossly negligent conduct of HAW Hamburg.

(4) HAW Hamburg is exempt from any claims made to it as a component manufacturer in accordance with the Product Liability Act (Produkthaftungsgesetz).

(5) The above exclusions and limitations of liability do not apply in case of damages as a result of death, bodily injury and harm to health.

**§ 9 Termination**

(1) Each contracting party is entitled to terminate the contract with immediate effect - in whole or in part - for good cause. Good cause shall be deemed to exist if, in light of the existing facts, taking into account all circumstances of the individual case and weighing the interests of both contractual partners, the terminating contractual partner cannot be reasonably expected to continue the contract. This contract may not be terminated for other reasons. Termination notice must be given in writing.

(2) In case of termination, HAW Hamburg is obliged to deliver the output achieved so far. The Client is bound to assume the obligations already entered into by HAW Hamburg up to the date of termination, up to the limit of the total compensation amount.

**§ 10 Temporary provision**

This agreement shall enter into force upon the valid conclusion of the Consortium agreement between HAW and all participants in the project application “Restoring biodiversity and ecosystem services” (LC-GD-7-1-2020), including the Client.

**§ 11 Final provisions**

(1) Rights and obligations arising from this contract may not be transferred to third parties without the prior written consent of both contracting parties.

(2) Changes or amendments to this contract must be made in writing. The written form requirement can only be waived in writing.

(3) Should a provision of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall attempt by mutual agreement to replace the invalid provision by a valid provision which comes as close as possible to the meaning and purpose of the invalid provision, as intended by the parties.

(4) This contract shall be governed by the laws of the Federal Republic of Germany, and any dispute arising from it shall be resolved in Hamburg.

Hamburg, ………………….. Prague, December 11, 2020

For HAW Hamburg For the Client

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Name: Mgr. Ondřej Boháč

Position: Director, IPR Prague