



## **Service Agreement**

Between

FZU - Fyzikální ústav AV ČR, v. v. i.

And

PNO Innovation, S.L.

Date: 03 11 2023

## 1. Introduction

- (1) 'PNO': PNO Innovation, S.L. whose registered office is Carrer Gran de Gracia, 1, 2n, 3<sup>rd</sup>, 08012 Barcelona (Spain) and tax number (CIF) B-67336925.
- (2) 'CLIENT': FZU - Fyzikální ústav AV ČR, v. v. i. (Institute of Physics of the Czech Academy of Sciences) whose registered office is Na Slovance 1999/2, 182 00 Prague 8, Czechia and VAT CZ68378271 .

## 2. Service description

The current service offer is targeted to support THE CLIENT in the preparation of a proposal for a European Defence Fund call that THE CLIENT is coordinating for the topic EDF2023-LS-RA-DIS-NT: **Non-thematic research actions targeting disruptive technologies for defence** that has a deadline for submission to the European Commission DEFIS on the 22<sup>nd</sup> November 2023. This service includes the following:

- Preparation of a work plan to manage the development of the application.
- PNO will act as the primary point of contact between the CLIENT and the other project partners throughout the proposal development process.
- Gap analysis: are all partners there that are key to achieve the objectives and key impact of the call. If needed, we can support searching for partners – either through our InnovationPlace or through ad-hoc consultations of our large European network.
- Completion of the project budget based on input from the partners. This would include:
  - Provision of guidance regarding eligible costs
  - Assisting with the development of budgets and 'tentative budget' versions.
  - Completion of the financial forms and ensuring compliance with scheme guidelines.
  - Adequation to the LS instrument to avoid negative cash flow situation during project execution
- Drafting of the proposals according to the official EC guidelines and procedures. This includes:
  - Advice on EU Policy relevant to the topic
  - Advice on orientation to the call of the objective, the implementation and the expected impact of the project results
  - Advice on evaluation criteria
  - Advice regarding the breakdown in different work packages, deliverables and milestones.
  - Drafting of specific sections such as WP management, ethics, risk analysis, impact, communication and dissemination of results, IPR and exploitation of results, business plan.
  - Incorporation throughout the proposal of the principles of Responsible Research and Innovation (RRI)
  - Advice in data management
  - Assembly and editing of sections, lists and figures, Gantt chart, etc.
  - Critical review and proof reading of the proposals
- Support in the completion of the administrative forms.
- Compilation of final submission.
- Timely submission of the application.
- Providing a helpdesk throughout the application phase.
- Linguistic advice
- Assist with negotiation during application and approvals process. PNO's role in this process includes:
  - Coordinating a response to any questions posed by the European Commission during the assessment process.
  - Supporting the CLIENT in understanding requirements for preparation of the contract.
  - Advising the supported the CLIENT team with respect to communication with the European Commission.
  - If applicable, the provision of expert advice on preparation for the Evaluation Meeting with the Grantor Body.

- Preparation of the Technical Annex (or Description of Work/Description of the Action as the case may be) in line with the formal requirements of the European Commission.
- Expert input on budgets and financial aspects.

### 3. Remuneration

The remuneration for this service is composed of a Fixed Fee and a Success Fee.

- **Fixed Fee:** The *Fixed fee* for the linking service is payable by the CLIENT only in the case that the CLIENT enters into the consortium and that the proposal is submitted to the European Commission by the official deadline, after receiving notification (by email) that the CLIENT is interested in joining the project proposal. The Fixed Fee is equal to € 1,667 (VAT excluded). The Fixed Fee will be invoiced in full by PNO to the CLIENT at the time of the submission of the proposal to the European Commission. The fixed fee corresponds to the equal share for each partner (12 partners) of the total costs of the service 20,000 €. If before submission, a partner (or several partners) withdraw, the fixed fee will be recalculated among the final partners to reach the total amount of 20,000 €.
- **Success Fee:** The *Success fee* is due by the CLIENT to PNO only in the case whereby the CLIENT (or the project coordinator) receives the official invite for negotiation by the European Commission. The success Fee is calculated on the CLIENT's funding established for the project, and is equal to 4% (four), VAT excluded. The Success Fee will be invoiced at the moment of receiving the first issuing of the grant and in any case (even if such issuing is not received yet) no later than 120 days after receiving the invite for negotiation by the European Commission.

Services	Remuneration		
	FIXED FEE	SUCCESS FEE	HOURLY RATES
Linking	1.667€	4%	---

### 4. Reimbursement

PNO may invoice the CLIENT and the CLIENT shall pay all amounts invoiced by PNO in accordance with the mentioned in the Remuneration Terms. All invoices shall be payable within 30 days of receipt of a correct invoice. Invoicing data:

Payments shall be made via direct bank transfer to the following bank account of PNO:

████████████████████

It is agreed between CLIENT and PNO that any payment made by the CLIENT in the afore-stated bank account shall be deemed to be in full and final payment of the relevant invoices under this Service Agreement.

### 5. Terms and Conditions

#### 5.1 Confidentiality

- 5.1.1 The Confidential Information that the CLIENT will provide to PNO is considered as commercially sensitive and the proprietary knowledge of the CLIENT and will be used by PNO observing the highest standards of care and confidentiality.
- 5.1.2 PNO and the CLIENT (including any of their employees or agents) agree to treat as strictly private and confidential any Confidential Information which is directly or indirectly made available by PNO or the CLIENT and agree not to divulge the same directly or indirectly at any time to any third party without PNO or the CLIENT's prior written consent, nor to use any such Confidential Information for their own personal use or advantage.
- 5.1.3 Each party agrees upon receipt of a written request from the other to immediately return to the other any Confidential Information in whatever form, and all copies thereof.

- 5.1.4 Each party acknowledges that the Confidential Information of the other and all rights of whatever nature in and/or in relation to it shall be and shall remain the sole property of the other and each party reserves all rights which may subsist in its Confidential Information.
- 5.1.5 For the avoidance of doubt PNO is authorised to mention the Client in its external communications as an organisation to which PNO provides consultancy services.
- 5.1.6 Upon the CLIENT's request, PNO shall destroy/return all written or electronic documents related to the confidential information provided.

## 5.2 Warranties and Liability

- 5.2.1 PNO warrants to the Client that the Services will be provided using all due skill, care and diligence and that the Services supplied under this Agreement shall be supplied by appropriately experienced, qualified and trained personnel and, as far as reasonably possible and within any times referred to in this agreement.
- 5.2.2 Under no circumstances PNO can provide guarantee or will be liable for any outcomes of the services realised within the framework of the present agreement.
- 5.2.3 PNO will be liable only for demonstrable loss that the client suffered as a direct consequence of an attributable professional error committed by PNO related to grants. Any liability will be limited to the sum that the client paid to PNO or still owes PNO and that is distributed under our professional liability insurance in the case in question.
- 5.2.4 Each party shall not be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under this Agreement (except payment obligations), if the delay or failure was due to any cause beyond its reasonable control.
- 5.2.5 PNO will do its best to maintain [www.innovationplace.eu](http://www.innovationplace.eu). PNO is not responsible for any malfunctions (delays, connection-errors) whatsoever in the functioning of this website
- 5.2.6 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party (including any right of PNO to receive Fees which may not at the date of termination have become due) nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## 5.3 Miscellaneous

PNO and the CLIENT agree that each Party is engaged in a business that is independent from that of the other Party and each Party shall perform its obligations as an independent contractor. It is expressly understood and agreed that CLIENT and PNO and their respective related parties are not agents of one another, partners or joint ventures.

## 6. Signature

Any changes or additions to the Services or this Agreement must be agreed in writing and signed by an authorised representative of PNO and the CLIENT. This Agreement is signed in two (2) identical counterparts, each of which shall be deemed an original, but all of them together shall constitute one and the same document. This Agreement shall be governed by and construed in accordance with the laws of Spain. Any disputes that arise between parties in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Barcelona (Spain).

Signed by: RNDr. Michael Prouza, Ph.D.

[print name].....

Position: Director

Date: 16. 11. 2023  
duly authorised for and on behalf of the Client

Signed by: Ana Espert

[print name].....

Position: Legal representative

Date: 17-11-2023  
duly authorised for and on behalf of PNO