

EUTECH

Framework Agreement

This Framework Agreement ("Agreement") is entered into this 21st day of February 2024 ("Effective Date") by and between:

Organization Name:	EUTECH	EUTECH GmbH
Organization Address:		Sanktjohanserstr. 45, D-83707 Bad Wiessee, Bavaria, Germany

and

Organization Name:	Organization	VSB-TU Ostrava, Faculty of Electrical Engineering and Computer Science
Organization Address:		17. listopadu 2172/15, 708 00 Ostrava-Poruba, Czech Republic
Organization Number (if any):		PIC: 999868144

- EUTECH and Organization collectively referred to as "Parties" and individually as "Party" -

1. Scope of Work

- 1.1. The Organization, together with any present and future subsidiaries and affiliates, hereby engages EUTECH for services related to the creation of grant proposal(s) for EU Grant Funding Programs and acquisition of capital ("Project").
- 1.2. This Agreement stipulates that Organization engages EUTECH to:
 - (a) Search for funding in the form of grants, loans, indemnifications, guarantees, European and international funds as well as participation ("public funding");
 - (b) Prepare, develop, and review EU Grant proposal(s);
 - (c) Facilitate the Organization to submit the Proposal(s); and
 - (d) Ensure a compliant project kick-off.
- 1.3. EUTECH shall orchestrate the preparation of project kick-off meetings for each successful application, ensuring a favorable commencement for the consortium. For the kick-off meeting preparation, EUTECH shall meticulously review documents for completeness and consistency, establish a dedicated work plan, create presentation materials, and assist the project coordinator in facilitating and documenting one kick-off meeting as a moderator.
- 1.4. As an integral aspect of the engagement, EUTECH commits to ensure high standards in the implementation of projects. In the event of necessity, EUTECH may enlist external consultants or service providers to meet the contractual obligations. Comprehensive project control and quality management shall remain under the purview of EUTECH.
- 1.5. EUTECH operates for the Organization concerning projects specifically commissioned within the framework of this agreement. The Organization is prohibited from engaging independently or simultaneously with other comparable consultants in projects commissioned by EUTECH under this agreement without explicit permission. This restriction does not extend to existing consultants providing services outside the realm of grant management, such as auditors or tax consultants.
- 1.6. In the context of dissemination, exploitation, and communication ("DEC"), EUTECH assumes the lead in every DEC work package, undertaking activities in this domain.
- 1.7. EUTECH shall have exclusive representation for the Organization in Project(s) specifically commissioned under the Letter of Engagement. The Organization undertakes not to independently engage or collaborate with other consortium members for any endeavors related to EUTECH-initiated projects until the final

evaluation day if the proposal is unsuccessful, and for the entire duration of grant funding in the event of a successful proposal.

2. Applicable Documents

- 2.1. In connection with each project, EUTECH shall draft documents assessing the scientific and technical quality, implementation, and impact of the projects (“Documents”), with the objective of optimizing the Organization’s eligibility for the funding. The parties shall use these documents to apply to the EU Calls for Proposals.
- 2.2. Furthermore, the parties shall execute a letter of intent and letter of engagement. The letter of engagement functions as the foundational document for each project and necessitates finalization through mutual agreement on a case-to-case basis. The essential elements of the letter of engagement encompass the project concept within a limit of two pages, incorporating an introductory section detailing the project, its approach, innovation, and anticipated outputs. A high-level summary of target grants with embedded links to pertinent information is included, concluding with a signature section intended for completion by the Organization. Alternatively, a letter of intent for a specific project denotes the Organization’s consent.
- 2.3. Upon formalization of the letter of engagement between the Parties, the Organization assumes the responsibility to execute all necessary agreements or documents essential for the successful funding of each Project.

For the convenience of the Parties, EUTECH hereby lists agreements and declarations, along with a description of key points generally required for EU Grant Funding Programs. The template or key links to these agreements and declarations shall be made available upon written request by the Organization for each Project. These include:

1. Consortium Agreement - It specifies the rights and obligations of the project partners. It contains provisions about organization and decision-making, financial questions, and the handling of intellectual property rights within the consortium. This agreement is obligatory for most projects and should be signed prior to the Grant Agreement.
2. Grant Agreement - It needs to be signed by the consortium members and the EU Commission before an EU Grant Funded Project can formally commence.
3. Financial and Operational Capacity - In various grants, the EU requires information about the viability of organizations that are about to receive EU Grant funding. It describes which document the service provider needs to be able to make the relevant statements in front of the EU.
4. Model Mutual Non-Disclosure Agreements - An NDA mutually to be agreed between all consortium members to secure confidentiality with respect to the respective proposal.
5. Non-Disclosure Agreement – An NDA to be agreed between the Organization and EUTECH.
6. Data Protection Declaration – describes the kind of personal data transmitted and stored by EUTECH.
7. Any other document or agreement to be signed by the parties or members of the consortium, required for a specific project.”

3. Obligations

- 3.1. The Organization undertakes to exert its best efforts to enhance the possibility of a successful proposals. This includes ensuring the technical and administrative inputs for document preparation, allocating resources for participation in conference calls as per jointly established schedules, and diligently reviewing and providing comments on documents within the mutually agreed upon timeline.
- 3.2. The Organization undertakes to furnish, upon request by EUTECH, accurate and up-to-date information regarding its financial and operational capacity. Such obligations are to be discharged with reasonable speed, care, and good will to facilitate a successful collaboration between the parties.

EUTECH

- 3.3. The Organization undertakes to promptly supply EUTECH with the necessary information and documents upon the successful completion of the respective project pursuant to this agreement.

In the event of the Organization's abandonment or opts out to participate in the project subsequent to the execution of the letter of engagement, the Organization shall be held liable for a compensation payment of EUR 5,000, along with any applicable value-added tax, payable to the EUTECH.

In the event of the Organization's failure to furnish the necessary information or documents within stipulated timeframe following the execution of the letter of engagement, EUTECH shall issue an initial warning requiring the Organization to provide the requisite information or documents within five days from the date of issuance of the warning. Failure to comply shall result in second warning, allowing the Organization additional two days. Upon expiry of the second warning, EUTECH shall reserve the right to impose the compensation fee mentioned herein above.

In instances, where Organization submits the information or documents that EUTECH deems insufficient or irrelevant to meet the specified requirements for the grants, EUTECH, upon prior notification with a reasoned communication to the Organization, reserves the right to substitute the Organization with a more suitable party. In such a case, EUTECH shall not be held liable for any compensation, and no penalty shall be due from the Organization.

- 3.4. EUTECH undertakes to perform its obligations under this agreement with the diligence expected of a prudent businessman. However, the liability towards the Organization is limited to cases of gross negligence and intent.

- 3.5. EUTECH does not undertake to provide additional clarification, verification, or notification beyond standard practices prevalent in the consulting industry.

4. Intellectual Property Rights

- 4.1. Intellectual Property Rights ("IPR") introduced by the Organization into the consortium for the purpose of developing an EU Grant Proposal, shall be treated confidential and continued to be owned exclusively by the Organization.

- 4.2. EUTECH undertakes to exert diligent efforts to ensure the equitable resolution of the IPR for the mutual benefits of all consortium members.

- 4.3. The IPR associated with the proposal documents remains vested in EUTECH until the conclusion of the project. Any resubmission or reuse of the proposal documents during this period necessitates an initial offer to EUTECH, acknowledging the invested efforts and associated risks.

- 4.4. EUTECH retains the entitlement to utilize the Organization's name, content, and logo as a reference for the work performed, including but not limited to the project webpage or any other websites, for a minimum period of 5 years following the submission of any EU Grant Proposal or project completion.

5. Commercial Terms

- 5.1. In the event of a project securing funding through examination and application or any alternate funding achieved basis of this agreement, EUTECH shall be entitled to a performance fee amounting to 5% of the grant, upon receipt of the invoice from EUTECH. This amount is exclusive of any applicable value added tax. EUTECH shall communicate the performance fee concurrently with the receipt of the respective installment by the Organization.

- 5.2. In case the funding authority opt to recover disbursed funding amounts due to the Organization's culpability in making false declarations or a substantial failure to fulfil obligations under the project grant agreement, EUTECH shall not reimburse any performance fee received from the Organization on the recovered amount.

EUTECH

5.3. Under no circumstances EUTECH shall be obligated to share the performance fee received from the Organization with any other members of the consortium. Furthermore, members of the consortium, aside from EUTECH, are expressly prohibited from asserting a claim for the performance fee received by EUTECH from the Organization in any forum.

6. Non- disclosure

6.1. Notwithstanding the provisions of this Agreement, both Parties mutually undertake to maintain the confidentiality of all information encountered during the execution of this Agreement and subsequent to its termination, which is provided or made available by the other party (Confidential Information).

6.2. Each party is obligated to exercise reasonable care in handling all Confidential Information and refrain from disclosing it to any third party without the written consent of the other party except when engaging external consultants or service providers. In such cases, the party assuming confidentiality responsibilities is obligated to bind these external entities to maintain confidentiality to a degree at least equivalent to its own obligation under this Agreement and any subsequent agreements related to the Project.

7. Duration and Termination

7.1. This agreement shall be effective upon execution and may be terminated by either party upon providing written notice, with a three-month cancellation period ending at the conclusion of the respective month.

7.2. All existing obligations, in particular fees payable by the Organization, remain unaffected.

8. Dispute Resolution and Governing Law

8.1. Any dispute arising under or in connection with this agreement, the parties hereby commit to engage in internal discussions within a period of two weeks from the date following notification of such dispute by the aggrieved party. If such dispute remains unresolved within the specified timeframe, it shall be escalated for adjudication to the courts of Belgium.

8.2. The governing law of the agreement shall be the substantive law of Belgium.

9. Entire Understanding

9.1. This agreement represents the entire understanding between the Organization and EUTECH with respect to the engagement, hereby integrating all antecedent discussions. Any antecedent or subsequent oral or written agreements are superseded by the terms herein.

9.2. This agreement shall be issued in two copies and constitutes a legally binding agreement effective as of the commencement date.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth above.

Organization Name	Representative Name and Function	Place, Date	Signed
EUTECH GmbH	Sierra von Tucher General Manager		

AND

Organization Name	Representative Name and Function	Place, Date	Signed
VSB-TU Ostrava, Faculty of Electrical Engineering and Computer Science	Jan Platos Dean	Ostrava, February 21 st , 2024	