**PROJECT “ATRIUM” – GA no. 101132163**

**AFFILIATION AGREEMENT**

This Agreement (hereinafter indicated as AGREEMENT) is made and entered into between:

ARIADNE RESEARCH INFRASTRUCTURE AISBL, with legal address Rue de Grand-Bigard, 14, Berchen-sainte-Agathe, 1082 Bruxelles, Belgium, hereinafter referred to as the BENEFICIARY,

and

ARCHEOLOGICKY USTAV AV CR PRAHA VVI, with legal address LETENSKA 123/4, 118 01 PRAHA, CZECH REPUBLIC, hereinafter referred to as the AFFILIATE.

Hereinafter known individually as a “PARTY” and collectively as “the PARTIES”.

1. **BACKGROUND**
2. The PARTIES were involved in preparing and submitting the ATRIUM project proposal, in which it was decided in agreement with the proposal coordinator DARIAH ERIC that the BENEFICIARY would act as the sole partner and lead a grouping of Members of the ARIADNE RI AISBL in the project should it be awarded.
3. The BENEFICIARY was awarded the Grant funded by the Commission of the European Union, to carry out a research project titled “ATRIUM” Grant Agreement Reference n° 101132163 (henceforth referred to as the PROJECT).
4. The BENEFICIARY wishes to outsource specific research aims relating to the PROJECT, in line with the terms and conditions of the PROJECT and as outlined in Attachment 2 (henceforth referred to as the WORK PLAN). The AFFILIATE is willing to provide these Services in accordance with the provisions of this Agreement.
5. The AFFILIATE acknowledges that strict compliance with all the relevant regulatory requirements at all stages of the WORK PLAN is of utmost importance to the BENEFICIARY and is thus essential for a successful cooperation between the PARTIES.
6. The PARTIES acknowledge that this AGREEMENT supersedes all previous agreements made during the call for proposals phase, through emails, verbally or otherwise.

**IT IS NOW AGREED AS FOLLOWS:**

**1. DEFINITIONS**

‘A*ccess Rights*’ means licences and user rights to *Foreground* or *Background*.

‘*Affiliated Entity*’ means any legal entity that is under the direct or indirect control of a *PARTY*, or under the same direct or indirect control as the *PARTY*, control taking any of the following forms: (a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

‘*ATRIUM Coordinator’* means the coordinator of the EC ATRIUM Project. The ATRIUM Coordinator is DARIAH ERIC, established in Paris.

‘*ATRIUM Beneficiary’* means a beneficiary to the ATRIUM Project. Beneficiaries are identified in the Grant Agreement in Attachment 4.

‘*ATRIUM Third Parties’* means an Affiliated or Associated organisation as listed in the EC ATRIUM Project Grant Agreement.

‘*Background’* means any Intellectual Property excluding Results owned or controlled by either Party prior to commencement of or independently from the Project, and which the owning Party contributes or uses in the course of performing the Project.

‘*Contract Price’* means the price set out in clause 4.1 for all Services outlined in the Work Plan. VAT is or is not applicable according to the law of the country in which the PARTIES are established, and if due is included in the Contract Price.

‘*Fair and Reasonable Conditions’* means appropriate conditions, including possible financial terms, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background to which access is requested and/or scope, duration or other characteristics of the exploitation envisaged.

‘*Foreground’* means any Intellectual Property developed by either Party in the course of performing the Project.

‘*Intellectual Property’* means any intellectual property or rights therein of any description including but not limited to patents, copyrights, design rights (registered or unregistered), trademarks, knowhow, and database rights.

‘*Named Representative’* the specific officials appointed by the BENEFICIARY and AFFILIATE to represent each PARTY for the technical and scientific aspects of the implementation of the Work Plan. These are named in Attachment 1.

‘*Pro quota’* means the percentage of the AFFILIATE’s Contract Price on the BENEFICIARY’s ATRIUM total project funding, as established in the Grant Agreement (Attachment 4), inclusive of its own part and the parts of all its Affiliates, as listed in Attachment 5.

*‘Personnel’* all persons engaged by the AFFILIATE in connection with the Work Plan, including its employees, workers, consultants, agents, representatives, subcontractors, or other personnel.

‘*Project Consortium Agreement’* the Consortium Agreement as agreed between the Beneficiaries of the Grant Agreement No 101132163.

*‘Project Grant Agreement’* the Grant Agreement No 101132163, including the Description of Action, Attachment 4 to this Agreement.

‘*Receiving Party’* means the party to this AGREEMENT that receives information, directly or indirectly, from the Disclosing Party.

*‘Results’* means any Intellectual Property which is generated or first reduced to practise by either Party directly as a result of the work undertaken in accordance with this Agreement.

‘*Satisfactory Completion’* means that Work Plan defined below have been fully carried out as per the requirements set out in Attachment 2 and have been certified as such by the Beneficiary’s Named Representative.

‘*Services’* means the work done to carry out the Work Plan defined below

*‘Work Plan’* means the Work Plan outlined in Attachment 2 including but not limited to, the provision by the AFFILIATE of all necessary resources, materials, personnel, goods, materials, vehicles, and equipment needed to provide the Work Plan.

‘*Writing’* means registered post, facsimile transmission, or electronic mail, providing in the latter case that the transmitted documents are acknowledged and confirmed as being received by the other Party.

1. **DURATION AND SCHEDULE**

2.1 This AGREEMENT will enter into force on the 1st of January 2024 or when signed by both parties, whichever latest, and will terminate on 31st December 2027 unless varied by mutual written agreement as per Article 3 or terminated in accordance with Article 10 below.

2.2 The AFFILIATE shall ensure that the WORK PLAN is provided in accordance with the schedule in Attachment 2 and notify the BENEFICIARY promptly of any delays in performance.

2.3 The AFFILIATE will regularly deliver summary progress reports to the BENEFICIARY, according to a template and a schedule provided by the BENEFICIARY in conformity to the overall reporting system of the Project.

2.4 The AFFILIATE shall (and shall ensure that its PERSONNEL shall) strictly comply with all regulatory requirements and applicable laws in the provision of the WORK PLAN.

1. **CONDITIONS**

3.1 No variation or amendment of this AGREEMENT or the WORK PLAN shall be binding unless expressly agreed in WRITING by both BENEFICIARY and AFFILIATE.

3.2 This AGREEMENT (including its Attachments) cancels and is in substitution for all previous letters and oral and written agreements relating to the subject-matter of this Agreement between the BENEFICIARY or any of its officers and the AFFILIATE, all of which shall be deemed to have been terminated by mutual consent.

3.3 The BENEFICIARY may, at any time, by written notice, request the AFFILIATE to make any reasonable variation to the Service. In the event of a variation being required, the BENEFICIARY shall instruct the AFFILIATE to state in writing its ability to meet the requirements of the variation without affecting the cost of the Service.

1. **CONTRACT PRICE**

4.1 The CONTRACT PRICE is actual direct costs incurred by the AFFILIATE for personnel, travel cost and subcontracting, calculated in line with the procedures set out in the Project Grant Agreement, and indirect costs paid at 25% of the direct costs claimed. In consideration of the Work Plan, the BENEFICIARY agrees to pay the AFFILIATE up to the maximum of the sum of € 172000,00. All payments will be made in Euro.

4.2 The maximum budget in Euro will be reviewed in Month 24 of the project and following Payment number 2 (see table below).

4.3 For the avoidance of doubt the total maximum budget cannot exceed € 172000,00.

4.4 The CONTRACT PRICE is inclusive of any insurance and charges, taxes and other costs incurred by or on behalf of the AFFILIATE (including without limitation by its PERSONNEL) and inclusive of Value Added Tax (VAT) when applicable. The CONTRACT PRICE includes without limitation all direct and indirect expenses costs, charges fees, shipping, insurance costs, expenses or other liabilities incurred by or on behalf of the AFFILIATE (including without limitation by, or payable to, its PERSONNEL) in connection with the performance and delivery of the WORK PLAN.

4.5 The AFFILIATE agrees that only actual costs are eligible, and no profit or commercial margin can be added to the price of any item claimed. If requested, the AFFILIATE shall provide the BENEFICIARY with timesheets for personnel and copies of invoices for travel and subsistence claim of any cost incurred. Proof of costs must be at least of equivalent standard to the terms set out in the EC Grant Agreement no 101132163.

4.6 The AFFILIATE shall be wholly responsible for all taxes and other contributions which may be payable out of or as a result of the receipt of payments made by the BENEFICIARY under this AGREEMENT.

1. **PAYMENT**

5.1 Payment shall be made in Euro. The AFFILIATE shall invoice the BENEFICIARY on the BENEFICIARY’s written confirmation of satisfactory achievement of the WORK PLAN and the issuing of a purchase order, payments will be set out in accordance with the following payment schedule, unless otherwise agreed by the BENEFICIARY in WRITING:

| Payment | Time |
| --- | --- |
| **Payment 1: 40% of Contract Price**  | Within 30 days since receiving the advance payment by the Project Coordinator or 30 days since the signature of the present Agreement, whichever the latest |
| **Payment 2: calculated as follows:**Step 1 Actual costs incurred from month 1-12Step 2 Sum of the payments = Actual costs incurred from month 1-12 plus 30% of the maximum Contract PriceStep 3 Payment limited to 55% of the maximum Contract Price: the total amount of Payment 1 and 2 must not exceed 55% of the maximum contract price amount set out in Clause 4.The amount for Payment 2 will be calculated as follows:Minimum value between (55% of the maximum Contract Price) and (Actual costs incurred from month 1-12 plus 30% of the maximum Contract Price)MinusPayment 1. | Within 30 days since receiving and approving the AFFILIATE’s Progress Reports for Year 1 as mentioned in clause 2.3 of this AGREEMENT |
| **Payment 3: calculated as follows:**Step 1 Actual costs incurred from month 13-24Step 2 Sum of the payments = Actual costs incurred from month 1-24 plus 20% of the maximum Contract PriceStep 3 Payment limited to 70% of the maximum Contract Price. The total amount of Payment 1, 2 and 3 must not exceed 70% of the maximum contract price amount set out in Clause 4.The maximum amount for Payment 3 will be calculated as follows:Minimum value between (70% of the maximum Contract Price) and (Actual costs incurred from month 1-24 plus 20% of the maximum Contract Price)MinusPayment 1 plus payment 2. | Within 30 days since receiving the interim payment by the Project Coordinator upon receiving and approving the AFFILIATE’s Progress Reports for Year 2 as mentioned in clause 2.3 of this AGREEMENT |
| **Payment 4: calculated as follows:**Step 1 Actual costs incurred from month 25-36Step 2 Sum of the payments = Actual costs incurred from month 1-36 plus 10% of the maximum Contract PriceStep 3 Payment limited to 85% of the maximum Contract Price. The total amount of Payment 1, 2, 3 and 4 must not exceed 85% of the maximum contract price amount set out in Clause 4.The maximum amount for Payment 4 will be calculated as follows:Minimum value between (85% of the maximum Contract Price) and (Actual costs incurred from month 1-36 plus 10% of the maximum Contract Price)MinusPayment 1 plus payment 2 plus payment 3. | Within 30 days since receiving and approving the AFFILIATE’s Progress Reports for Year 3 as mentioned in clause 2.3 of this AGREEMENT |
| **Payment 5: calculated as follows:**Any remaining amount from the maximum Contract price after deducing pro-quota any sum due by other underspending Third Parties, retained for guarantee but not reimbursed by the defaulting AFFILIATE.The maximum amount for Payment 5 will be calculated as follows:100% of the Maximum Contract PriceMinusPayment 1 plus Payment 2 plus Payment 3 plus Payment 4MinusAny sum due by other Third Parties and not reimbursed to the Beneficiary, pro-quota on the AFFILIATE Contract Price | Within 60 days since receiving the final payment by the Project Coordinator upon receiving and approving the AFFILIATE’s Progress Reports for Year 4 as mentioned in clause 2.3 of this AGREEMENT |

5.2 Payment according to clause 5.1 will be made by the BENEFICIARY within 30 days of receipt of a valid invoice quoting the relevant purchase order number from the AFFILIATE which complies with the requirements in Attachment 3.

1. **PERSONNEL**

6.1 The AFFILIATE warrants that it will recruit or assign appropriately qualified and trained PERSONNEL for the performance of the duties and obligations throughout all stages of the WORK PLAN and that the said PERSONNEL have, and at all times during the term of this AGREEMENT, shall have appropriate licences, approvals and certifications necessary for the safe, adequate and lawful performance of their obligations under this Agreement in the country where the AFFILIATE is located.

6.2 The AFFILIATE is responsible for the health, safety and insurance of all PERSONNEL assigned to carry out the WORK PLAN and will provide them with fair and reasonable working conditions (in compliance with internationally recognised standards of welfare for workers) which are in any event in strict compliance with applicable laws, regulations, and guidelines in the Country where the AFFILIATE is located.

6.3 The AFFILIATE shall appoint a person to act as its representative for the purpose of the WORK PLAN and notify the BENEFICIARY in WRITING of this appointment. The BENEFICIARY’s representative shall be responsible for the day-to-day provision and management of the AGREEMENT.

6.4 If requested by the BENEFICIARY, the AFFILIATE shall provide the Curriculum Vitae of any key PERSONNEL involved in carrying out the WORK PLAN.

6.5 All PERSONNEL whose time and costs are included in the CONTRACT PRICE must fill out a timesheet to the equivalent standards as those set out in the EC Grant Agreement No 101132163.

1. **LIABILITY**

7.1 Save that nothing in this AGREEMENT shall limit a PARTY’s liability in respect of death or personal injury caused by the negligence of PARTIES, fraud, or fraudulent misrepresentation, neither PARTY shall be liable to the other party for any indirect or consequential loss or damage including, without limitation, any loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.

7.2 The AFFILIATE shall be liable for any breach of this AGREEMENT or any act or omission in connection with the performance of the WORK PLAN by the AFFILIATE, its affiliates, or its PERSONNEL and shall indemnify the Beneficiary for any liabilities, damages, claims, costs, losses and damages howsoever arising from any deliberate breach by the AFFILIATE of its obligations or any statutory duty or from any negligent act or omission from the AFFILIATE’s PERSONNEL.

7.3 The AFFILIATE shall insure with a reputable insurance company its liabilities under this AGREEMENT and agrees that any moneys received from the insurance company in full or part settlement of any claim arising out of this AGREEMENT and paid by or due to the BENEFICIARY shall be paid immediately to the BENEFICIARY without any set-off or counterclaim.

7.4 The AFFILIATES aggregate liability towards the BENEFICIARY shall be limited to once the contract price provided such damage was not caused by a wilful act or gross negligence.

7.5 If the AFFILIATE delays the performance of the WORK PLAN or fails to perform the WORK PLAN or part thereof in accordance with this AGREEMENT, the AFFILIATE shall promptly but no later than ten (10) working days after notification of such failure, provide to BENEFICIARY a remedy plan. If the remedy plan is not approved by the BENEFICIARY, then the provisions of Clause 12.2 apply.

1. **INTELLECTUAL PROPERTY RIGHTS**

**8.1 Results**

8.1.1 Each PARTY shall own the RESULTS generated by its PERSONNEL under this AGREEMENT.

8.1.2 Each PARTY is hereby granted an irrevocable, non-transferable, royalty-free right, without the right to sublicense, to use all RESULTS generated in the course of the SERVICES for academic and research purposes, including research involving projects funded by third parties provided that those parties gain or claim no rights to such RESULTS.

8.1.3 The AFFILIATE may grant to the ATRIUM BENEFICIARIES, on request, an irrevocable, non-transferable, royalty-free right, without the right to sublicence, to use all RESULTS generated by the AFFILIATE in the course of the SERVICES for academic and research purposes, including research involving projects funded by third parties provided that those parties gain or claim no rights to such RESULTS.

**8.2 Background**

8.2.1 For the avoidance of doubt all BACKGROUND used in connection with the SERVICES shall remain the property of the PARTY introducing the same. Neither PARTY will make any representation or do any act which may be taken to indicate that it has any right, title, or interest in or to the ownership or use of any of the BACKGROUND of the other PARTY except under the terms of this AGREEMENT. Each PARTY acknowledges and confirms that nothing contained in this AGREEMENT shall give it any right, title, or interest in or to the BACKGROUND of the other PARTY save as granted by this AGREEMENT.

8.2.2 Each PARTY grants the other a royalty-free, non-exclusive licence for the duration of the AGREEMENT to use its Background for the sole purpose of carrying out the Services. Neither Party may grant any sub-licence over or in respect of the other's Background.

8.2.3 The AFFILIATE shall grant, to the ATRIUM Beneficiaries, on request, a royalty-free, non-exclusive licence for the duration of the AGREEMENT to use its Background for the sole purpose of carrying out the ATRIUM project. None of the ATRIUM Beneficiaries may grant any sub-licence over or in respect of the AFFILIATE’s Background.

**8.3 Access Rights**

8.3.1 If either PARTY (the “Exercising Party”) requires the use of Background of the other PARTY (the “Other Party”) in order to exercise its rights in Results (whether solely or jointly owned) then, provided the Other Party is free to license the Background in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party on Fair and Reasonable Conditions to be agreed so that the Exercising Party may use such Background for the purpose of exercising its rights in its Results.

8.3.2 If any of the ATRIUM Beneficiaries (the “Exercising Party”) requires the use of Background of the AFFILIATE (the “Other Party”) in order to exercise its rights in its own Results (whether solely or jointly owned) then, provided the Other Party is free to license the Background in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party on Fair and Reasonable Conditions to be agreed so that the Exercising Party may use such Background for the purpose of exercising its rights in its Results.

8.3.3 Access Rights to AFFILIATE’s Results if needed for exploitation of the Beneficiary own Results shall be granted on Fair and Reasonable Conditions.

8.3.4 Access Rights to AFFILIATE’s Results if needed for exploitation of any of the ATRIUM Beneficiaries own Results shall be granted on Fair and Reasonable Conditions.

8.3.5 The Beneficiary shall request access rights from the ATRIUM Beneficiaries for their Results generated on the ATRIUM project for the AFFILIATE if the AFFILIATE needs them for the Implementation of the ATRIUM. Such Access Rights will be royalty free.

8.3.6 The Beneficiary shall request access rights from the ATRIUM Beneficiaries for their Results generated on the ATRIUM project for the AFFILIATE, if the AFFILIATE needs them for the exploitation of their own Results. Such Access Rights will be on Fair and Reasonable conditions.

8.3.7 All requests in accordance with 8.3.1, 8.3.2, 8.3.3, 8.3.4, 8.3.5 and 8.3.6 must be made in writing and may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. Requests may be made up to twelve months after the end of the ATRIUM project, or the termination of this AGREEMENT, whichever is the latest.

8.3.8 Access Rights to Background and/or Results in accordance with clause 8.3.2 and 8.3.4 may also be granted to ATRIUM Third Parties established in an EU Member State or associated country, if requested in writing and if this is needed to exploit the results generated by the Beneficiaries to which they are affiliated. The ATRIUM Third Parties concerned must make the request directly to the AFFILIATE.

8.3.9 Access Rights to the AFFILIATE’s Background and/or Results may be refused to Affiliated entity if such granting is contrary to the legitimate interests of the AFFILIATE.

8.3.10 Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated and shall automatically terminate upon termination of the Access Rights granted to such Party. Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

1. **PUBLICATION**

9.1 Each PARTY will use all reasonable endeavours to submit material intended for publication to the other PARTY in writing not less than thirty (30) days in advance of the submission for publication. The publishing PARTY may be required to delay submission for publication if in the other PARTY’s opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a requirement made by the other PARTY shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed three (3) months from the date of receipt of the material by such PARTY, although the publishing Party will not unreasonably refuse a request from the other PARTY for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the publishing PARTY within thirty (30) days after the receipt of the material by the other PARTY, failing which the publishing PARTY shall be free to assume that the other PARTY has no objection to the proposed publication.

1. **CONFIDENTIALITY**

10.1 Except in so far as such matters are properly in or come into the public domain, the AFFILIATE agrees to (and shall procure that its PERSONNEL shall) keep secret and confidential all data and other matters contained in or arising from this Agreement or relating to the research and affairs of the Beneficiary and not to disclose any such confidential information.

10.2 Documentation relating to this AFFILIATE Agreement and Work Plan may not be made available to third parties without prior written approval of the Beneficiary. The AFFILIATE also agrees to protect any data, which has been made available for the purpose of fulfilling this Agreement, from being accessed, used without authority, or altered by third parties.

10.3 The restrictions as to the use and disclosure set out above shall not apply to:

i) any of the Information which is or becomes published other than by unauthorised publication in breach of this Agreement;

ii) or any of the Information which is shown by written evidence to have been known to the Receiving Party prior to the date of the disclosure;

iii) or any of the Information which is lawfully acquired by the Receiving Party from an independent source having a bona fide right to disclose the same;

iv) or any Information which is independently developed by an employee of the Receiving Party who has not had access to any of the Information disclosed to the Receiving Party by the Disclosing Party;

v) any Information which is required to be disclosed by applicable law or court order or by any Party’s regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request.

10.4 The obligations of confidentiality shall survive the termination of the Agreement for a period of five (5) years.

1. **REVIEWS AND AUDITS FROM THE COMMISSION OF EUROPEAN UNION**

11.1 (reviews) When notified by the Beneficiary, the AFFILIATE should provide to the Beneficiary all information required regarding this agreement in order to allow the Commission of the European Union and its bodies to carry-out reviews. Information provided must be accurate, precise, and complete and in the format requested, including electronic format. For on-the-spot reviews, the AFFILIATE must allow access to their sites and premises, including to external persons or bodies as indicated by the Beneficiary, and must ensure that information requested is readily available. Such notifications from the Beneficiary can occur up to two (2) years from the termination of the PROJECT.

11.2 (audits) When notified by the Beneficiary, the AFFILIATE should provide to the Beneficiary all information required regarding this agreement in order to allow the Commission of the European Union and its bodies to carry-out audits. Information provided must be accurate, precise, and complete and in the format requested, including electronic format and could include (financial information related to the contract- invoices). For on-the-spot audits, the AFFILIATE must allow access to their sites and premises, including to external persons or bodies as indicated by the Beneficiary, and must ensure that information requested is readily available. Such notifications from the Beneficiary can occur up to two (2) years from the termination of the PROJECT.

1. **TERMINATION**

12.1 The Beneficiary may withdraw from this Agreement upon thirty (30) days prior written notice to the AFFILIATE where it considers termination justified on the ground that no further purpose would be served by continuing with the Work Plan or the Agreement. Such notice of withdrawal will only be given by the Beneficiary after full discussion with the other Party of the reasons for the proposal to give such notice.

12.2 If the AFFILIATE commits a material breach of any provision of this Agreement and fails to remedy the breach within ten (10) working days after written notification of the breach by the Beneficiary, the Beneficiary may, as its option and in addition to any other remedies which it may have at law or in equity, withdraw from the Agreement by sending notice of withdrawal in writing to the SUBCONTRACTOR to such effect, and such withdrawal shall be effective as of the date of the receipt of such notice.

12.3 In the event of termination by the Beneficiary pursuant to clause 12.2, all sums paid by the Beneficiary to the AFFILIATE shall be immediately repaid to the Beneficiary in full without any deduction or set off. This clause is without prejudice to any other rights or remedies that the Client may have.

12.4 The obligations of the Parties under clauses 8, 9, 10 and 11 shall survive the termination of this Agreement.

1. **RELATIONSHIP BETWEEN THE PARTIES**

13.1 The relationship of the AFFILIATE to the Beneficiary shall be that of independent institution and at no time shall the AFFILIATE (and the AFFILIATE shall procure that its PERSONNEL shall not) hold themselves out, nor shall anything in this Agreement render the AFFILIATE or any PERSONNEL, as being an employee, agent, or partner of the Beneficiary.

13.2 Save as expressly specified in writing, neither the AFFILIATE nor its PERSONNEL shall have any authority to act on behalf of the Beneficiary, to conclude any contracts or incur any obligation or liability on behalf of or binding on the Beneficiary or to sign any document on the Beneficiary’s behalf.

13.3 The AFFILIATE shall be fully responsible for and shall indemnify the Beneficiary for and in respect of:

13.3.1 any income tax, national insurance and social security contributions and any other liability or claim arising from or made in connection with the performance of the Work Plan, or any payment or benefit received by the AFFILIATE or its Beneficiary; and

13.3.2 any liability arising from any employment-related claim, or any claim based on worker status (including reasonable costs and expenses) brought by any individual arising out of or in connection with the provision of the Work Plan.

13.4 The AFFILIATE shall not use the Beneficiary’s name or the name of any employee or agent in any advertising or sales promotional material in any form without the prior written consent of the Beneficiary.

1. **MISCELLANEOUS**

14.1 Clause headings are inserted in this Agreement for convenience only and they shall not be taken into account in the interpretation of this Agreement.

14.2 Any notices required or permitted to be given under this Agreement by either Party shall be in writing and shall be deemed given on the date received if delivered personally or three days after the date postmarked if sent by certified or registered mail, postage prepaid and return receipt requested to the following address:

If to Beneficiary:

ARIADNE RESEARCH INFRASTRUCTURE AISBL

Rue de Grand-Bigard, 14, Berchen-sainte-Agathe, 1082 Bruxelles, Belgium

If to AFFILIATE:

ARCHEOLOGICKY USTAV AV CR PRAHA VVI

LETENSKA 123/4, 118 01 PRAHA, CZECH REPUBLIC

14.3 The AFFILIATE shall, and shall procure that all of its employees, agents, consultants and contractors who are performing Work Plan or providing goods in connection with this Agreement shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in force in the European Union and/or in the AFFILIATE’s country, and not engage in any activity, practice or conduct which would constitute an offence under the same regulations;

14.4 If any breach of clause 14.3 is suspected or known, the AFFILIATE must immediately notify the BENEFICIARY and co-operate fully with any resulting investigation.

14.5 The AFFILIATE must immediately report to the BENEFICIARY any request or demand for any undue financial or other advantage of any kind received by the AFFILIATE in connection with the performance of this Agreement.

14.6 Any breach of clause 14.3 shall for the purposes of clause 10 be deemed a material breach of this Agreement which is not capable of remedy.

1. **LAW**

15.1 If any provision of this Agreement shall be held void or unenforceable in whole or part by any court or other competent authority, the remaining provisions and the remainder of the provisions affected shall remain in full force and effect.

15.2 This Agreement shall be governed in accordance with the Laws of Belgium and the Regulations of the European Union. Disputes arising under this Agreement will come under the exclusive jurisdiction of the Belgium courts.

In Witness whereof, this Agreement has been executed by the Parties hereto through their duly authorised officers in three copies, on the date(s) set forth below:

**ACKNOWLEDGED, ACCEPTED AND AGREED TO:**

For the **AFFILIATE**

AFFILIATE Name ARCHEOLOGICKY USTAV AV CR PRAHA VVI

AFFILIATE Address LETENSKA 123/4, 118 01 PRAHA, CZECH REPUBLIC

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Jan Marik

Function / Designation: Director

Date:

For the **BENEFICIARY**

BENEFICIARY Name ARIADNE RESEARCH INFRASTRUCTURE AISBL

BENEFICIARY Address Rue de Grand-Bigard, 14, Berchen-sainte-Agathe, 1082 Bruxelles, Belgium

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Franco Niccolucci

Function / Designation: President

Date:

**Attachments**

Comprising:

1. Named representatives
2. Work Plan
3. Valid Invoice
4. EC Grant Agreement 101132163 (PDF document)
5. List of Beneficiary’s Affiliates participating in the PROJECT

**Attachment 1 – Named representatives**

**Named Representatives**

The BENEFICIARY appoints Franco Niccolucci, President, to act as its representative for all purposes connected with the Agreement.

The AFFILIATE appoints David Novak, Project coordinator to act as its representative for all purposes connected with the Agreement.

**Attachment 2 – Work Plan**

The AFFILIATE will carry out the following work:

Carry out work, attend meetings, contribute to outputs and writing of deliverables in the frame of the following work-packages of the ATRIUM project, according to the provisions of the Grant Agreement and following the indications of the WP leaders:

* WP1 (0.5 p/m)
* WP2 (4 p/m)
* WP4 (10 p/m)
* WP5 (11 p/m)
* WP8 (8.5 p/m)

Should the PROJECT scope or deliverables change substantially, the BENEFICIARY reserves the right to propose an adjustment to the above Work Plan in line with the provisions of Article 3 of this AGREEMENT.

**ATTACHMENT 3– VALID INVOICE**

The Valid Invoice consists in the fully compiled attached Excel Worksheet, to be addressed to:

Franco Niccolucci

ARIADNE Research Infrastructure AISBL

Rue de Grand-Bigard, 14, Berchen-sainte-Agathe, 1082 Bruxelles, Belgium

and sent by email to: administration@ariadne-research-infrastructure.eu

Facsimile of the invoice Excel sheet – use the Excel sheet

|  |
| --- |
| **INVOICE** |
| **Affiliate Agreement between ARIADNE RI AISBL and ARCHEOLOGICKY USTAV AV CR PRAHA VVI** |
| Reference Number **GA 1011139163 – ATRIUM** |
|  |  |  |  |
| Date:  |  |   |   |
| Payment no. |  |  |   |
| Period from: |  | to:  |   |
| Total price in Euro: |  |   |   |
|  |  |  |  |
| **Direct Costs** |
| **Direct Staff Costs** |
| **Name** | **Monthly Rate** | **Months Charged** | **Total Costs** |
| Staff name |   |  |  |
| Staff name |  |  |  |
| Staff name |  |  |  |
| *Insert new lines before this as necessary, then copy+paste line 6 on the new line to duplicate formulae* | \*\*\*\*\* | \*\*\*\*\* |   |
| **Total Direct Staff Costs** |   |  |  |
| **Non-Staff Direct Costs** |  |  |  |
| **Item Name** | **Cost per unit** | **Number of Units**  | **Total Costs** |
| Item x |  |  |  |
| Item x |  |  |  |
| Item x |  |  |  |
| *Insert new lines before this as necessary, then copy+paste line 12 on the new line to duplicate formulae* | \*\*\*\*\* | \*\*\*\*\* |   |
| **Total Direct Non-Staff Costs** |   |   |  |
| **Total Direct Costs**  |   |   |  |
| **Indirect Costs** (25% of the total Direct Costs) |   |   |  |
| **Total Costs (Total Direct Costs + Indirect Costs)** |   |   |  |