

**Contract Service Agreement  
("Agreement")**

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| <b>The Company: Institute of Physics of the Czech Academy of Sciences, a public research institution</b> |
| <b>VAT Registration Number: CZ683 78 271</b>   |
| <b>Registered Office (Address): Na Slovance 1999/2,182 00 Praha 8, Czech Republic</b>                    |
| <b>Legal Representative: RNDr. Michael Prouza, Ph.D., director</b>                                       |

(hereinafter referred to as "**Client**")

**Formally engages**

**Smart Revolution S.r.l.**, a Limited Liability Company whose legal office is in Italy, Via del Patriota 14 – 54100 Massa (MS), Fiscal Code and VAT number 01390700456, Business Register of Massa Carrara, represented by Ms. Rossella Altamura, Legal Representative and Administrator

**for the provision of the following service**

**Consulting and Support for the design and management of the project submitted to EIC Pathfinder 2024 HORIZON-EIC-2024-PATHFINDEROPEN-01-01 of the European Innovation Council, within the Horizon Europe Programme 2021 – 2027 ("project Fly\_By\_Light").**

***i) SERVICE OBJECT OF THE AGREEMENT***

The service offered by SMART REVOLUTION SRL is related to all the selection phases envisaged by the Call, as described in the EIC Work Programme 2024 adopted by the European Commission. This Agreement applies to all the resubmission attempts foreseen by the EIC Work Programme 2024, by any amendment to the resubmission rules indicated in the Work Programme 2024 and by the subsequent EIC Work Programmes adopted in the framework of Horizon Europe 2021 – 2027.

The service is divided as follows:

1. CONSULTING AND SUPPORT IN THE PREPARATION AND SUBMISSION OF THE PROJECT
  - a. Consulting on the feasibility of the project (ascertainment of the general conditions for application in relation to the concerned call for proposals)

- b. Assistance in carrying out project management activities and submission of the application:
    - i. Support in the ideation and writing of the project
    - ii. Assistance in the preparation, completion, and verification of relevant documents
    - iii. Support in the submission of the proposal through the dedicated online platform
    - iv. Support in the rebuttal procedure
2. SUPPORT IN THE MANAGEMENT OF THE PROJECT AND ITS FINANCIAL REPORTING IN CASE OF SELECTION
- a. Support in the management of the project and in the preparation and verification of relevant documentation in accordance with the criteria and timeline envisaged by the grant agreement concluded with the financing entity.
  - b. Support in the financial reporting of the expenses incurred in during the project cycle.

**ii) COMMERCIAL TERMS**

| Service   | Price (€)  | VAT (%)               | Total (€)                          |
|---|------------|-----------------------|------------------------------------|
| <b>Proposal submission</b>  | <b>0 €</b> | <b>Not applicable</b> | <b>0 €</b>                         |
| Support in ideation, writing and submission   |            |                       |                                    |
| <b>Success fee:</b>   |            |                       |                                    |
| Support in ideation, writing, submission, project management, reporting, and accounting |            |                       |                                    |
| - <b>On total Grant amount</b>  | <b>8%</b>  | <b>Not applicable</b> | <b>8%</b>                          |
| <b>Total</b>  |            |                       | <b>0 €</b><br><b>+ Success fee</b> |

**Commercial terms:** Success fee will be paid as % of the approved grant component on each grant disbursement.

**iii) GENERAL CONDITIONS OF THE AGREEMENT**

**1) Object**

The following general conditions apply to the professional collaboration between the company SMART REVOLUTION SRL and the Client, together with the contents of the Contract Service Agreement signed by both Parties and additional optional attachments. The Contract Service Agreement, the General Conditions and optional attachments jointly

represent the Contract among the Parties. In case of conflicting provisions between what envisaged by the Contract Service Agreement, by the additional optional attachments and by the General Conditions, the contents of the latter shall prevail, unless the Parties have agreed, either in the Contract Service Agreement or in the additional attachments, on an explicit derogation to the General Conditions. Each Contract Service Agreement includes specific reference to the object of the service with a clear description of the service/consulting activity to be performed by our Company.

## **2) Effective Date of the Contract Service Agreement**

The Contract Service Agreement is binding upon the parties since the moment of its signing and represents a formal request of the performance of the service/consulting activity by SMART REVOLUTION SRL. This request binds SMART REVOLUTION SRL to the performance of the service object of the Agreement. The present Agreement will terminate when both Parties have performed their obligations under the modes and terms indicated in the Agreement itself. The tacit renewal is therefore excluded unless the parties have agreed differently.

## **3) Payment**

The remuneration for the services performed by SMART REVOLUTION SRL, as specified in the Contract Service Agreement, should be paid at sight for the amount invoiced, or in advance if the Parties have so agreed, or in any case after the services have been fully performed. In case the Client fails to pay within the agreed upon terms, default interests will start maturing according to what provided for by law. The Client shall realize payments on the basis of duly issued invoices within thirty (30) calendar days from their receipt. If SMART REVOLUTION SRL stipulates any shorter due period of the invoiced amount in the invoice, such different due period shall not be deemed relevant and the due period stipulated herein prevails. Each invoice shall only be issued based on respective grant disbursement of the project, i.e. upon receipt of said payment to the Client's account.

## **4) Right to Termination**

A right of early termination of the Contract is bestowed upon the Parties in case of failure to perform the obligations pending upon them and listed in the Contract Service Agreement and in the present General Conditions. The same applies to cases in which the Parties send or communicate untrustworthy and erroneous data or information, of any nature and form, or disseminate information protected by a Non-Disclosure Agreement. The same also applies to cases in which one of the Parties incurs in situations of default, bankruptcy, or criminal procedures. In case one or more of the above-mentioned situations apply, the Parties agree to exercise first of all a warning procedure, by communicating via email the reasons of a possible early termination in the attempt to find a mutual understanding. After the warning has been communicated, in case a mutual understanding cannot be reached and one of the Parties still wishes to proceed with early termination, this faculty can be exercised by sending to the other Party an email through a certified legal address or by post to the address stated in the Contract as registered office. The termination is effective upon the date the email is sent to the address

communicated in the Contract Service Agreement or upon the date the mail is delivered to the other Party.

**5) Release of Liability Clause**

SMART REVOLUTION SRL will not be accountable for the untrustworthiness and incompleteness of the data and documents produced by the Client for the purposes of the requested service. In case of delayed or missed delivery of the documents, the Client assumes all responsibility as to the consequences, even future, deriving from that misbehaviour. The company is also exempted from any obligation or responsibility in relation to possible irregularities or delays in the performance of the services when these are attributable to the abovementioned Client's misbehaviour.

SMART REVOLUTION SRL is not liable for the complete or partial non-compliance with an obligation pending upon itself if this non-compliance is due to force majeure, or to unforeseeable and/or natural events beyond its control and responsibility such as, for example and among others, natural disasters, temporary unavailability of the server where the EIC online platform is hosted, cyberattacks.

**6) Execution of services**

SMART REVOLUTION SRL commits to perform the service object of the Contract Service Agreement with loyalty and due diligence in accordance with the provisions of the Civil Code. SMART REVOLUTION SRL undertakes to provide its professional expertise and technical resources necessary to perform the agreed services. However, the responsibility of SMART REVOLUTION SRL shall be limited to the diligent and competent use of such expertise and resources. SMART REVOLUTION SRL does not guarantee a specific or particular outcome, and the Client acknowledges that the obligation of SMART REVOLUTION SRL is limited to reasonable efforts to perform the agreed services but does not imply any warranty on the specificity or success of the results.

**7) Severability**

If one or more of the provisions of this Agreement is found (in whole or in part) to be void or otherwise invalid or unenforceable, any other provision of this Agreement, or the remainder of the invalid or unenforceable provision, shall remain in full force and effect, and the Parties shall determine in good faith the provisions replacing those invalid provisions, unenforceable or ineffective (in whole or in part), having the content most similar to those replaced, in order to safeguard the general economy and preservation of this Agreement.

**8) Tolerances**

Any tolerance by either Party of the conduct of the other Party in violation of the provisions contained in this Agreement shall not constitute a waiver of the rights arising from the violated provisions, nor the right to require the exact fulfillment of all the terms and conditions provided herein.

**9) Waivers**

No waiver of any right, or allegation of breach or default under this Agreement, shall be considered valid, unless made in writing by the waiving Party, and no waiver shall be deemed a waiver of any subsequent breach or default of the same or otherwise.

**10) Amendments**

Any further amendment or variation to the Agreement shall be valid and binding to the Parties only if made in writing and signed by each party director or officer duly authorized.

**11) Applicable Law and Jurisdiction**

This Contract is regulated by the Laws of Belgium without regard to its conflict of law provisions. The application of United Nations Convention on Contracts for the International Sale of Good, is expressly excluded. In case of any dispute concerning the interpretation and the performance of the present Contract, such a dispute shall be submitted to the jurisdiction of Courts of Brussels and those shall have exclusive jurisdiction and venue.

**12) Publicity**

The Parties agree to publish the full text of this Agreement, including its annexes, in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended (Act on the Register of Contracts).

This Agreement shall become valid on the date of the signature of both Parties. This Agreement shall become effective on the date of its publication at Register of Contracts.

**13) Final Provisions**

The Parties hereby declare that they have concluded Reciprocal Confidentiality Agreement dated on 19 February 2024.

This Agreement is executed in one (1) counterpart in electronic form.

The following document: “Privacy information in compliance with Art. 13 GDPR for data collected directly from the Data Subject” forms an integral part of this Agreement.

SMART REVOLUTION SRL

THE CLIENT

The Client hereby declares that he/she is aware of, and he/she specifically approves the terms envisaged by Article 3 (Payment), Article 4 (Right to Termination), Article 5 (Release of Liability Clause), Article 11 (Applicable Law and Jurisdiction) and Article 13 (Final Provisions) of the General Conditions of the Contract Service Agreement.

THE CLIENT

**PRIVACY INFORMATION IN COMPLIANCE WITH ART. 13 GDPR FOR DATA COLLECTED DIRECTLY FROM THE DATA SUBJECT**

In compliance with the provisions of the European Regulation 2016/679 (GDPR), **SMART REVOLUTION SRL** would like to inform you that the personal data that you will provide to us or that will be acquired by us in the framework of our activities in connection with this Agreement, data necessary to perform the services offered to you, will be treated in full compliance with privacy norms and with the principles of fairness, legality, transparency and protection of your privacy and your rights. We also would like to disclose the following information:

**1. DATA CONTROLLER**

The Data Controller is SMART REVOLUTION SRL, legal address VIA DEL PATRIOTA n. 14 – 54100 MASSA (ITALY)

- Certified Legal Email: [REDACTED]
- Email: [REDACTED]

If you have concerns about the way SMART REVOLUTION SRL is handling your personal data or if you need any additional information and clarification, you can contact the Data Controller to exercise the rights bestowed upon you, as listed in the following Point 8, at SMART REVOLUTION SRL, MASSA (MS) VIA DEL PATRIOTA 14, 54100 (ITALY).

**2. DATA PROCESSED, PURPOSES AND LEGAL BASIS FOR TREATMENT**

**2.1**

Data acquired during the navigation of our website **www.smartrevolution.net**, e.g. your IP address: information protocols in internet acquire some personal data that, however, are not accompanied by additional personal information but are used to retrieve anonymous information on website usage and to ascertain responsibility in cases of cybercrimes. The legal basis legitimising the processing of these data is the necessity to make usable the functionalities of the website following the access by the User.

**2.2**

Data voluntarily provided by the Data Subject are instead those necessary for the Data Controller to deliver its services to the interested person and they are processed lawfully and in accordance with the principle of fairness. Moreover, they are processed for the specific, explicit and legitimate purposes disclosed below in the present informative document, and they are used in operations that are not incompatible with those purposes. Personal data processed are, for example, personal information such as name, surname, company name, fiscal code, address, phone, fax, email, banking coordinates, banking information and/or payment information.

|          | PURPOSES   | LEGAL BASIS  |
|----------|--|--|
| <b>a</b> | To carry out B2C activities based on contractual or pre-contractual terms. | The performance of a contractual or pre-contractual obligation, in full respect of Article 6, para. 1 letter b) of the GDPR. |
| <b>b</b> | Management of administrative, accounting, fiscal                           | Necessity to comply with a legal obligation  |





|          |  |   |
|----------|--|---|
|          | obligations, and performance of duties envisaged by laws, regulations, and EU normative. | in accordance with Article 6, para. 1, letter c) of the GDPR.   |
| <b>c</b> | Direct Marketing   | Legitimate interest of the Data Controller, in full respect of Article 6 para. 1 letter f) of the GDPR.       |
| <b>d</b> | Formulating quotes/estimates of costs  | Perform a contractual or precontractual activity in compliance with Article 6, para. 1 letter b) of the GDPR. |

### 3. NATURE OF DATA COMMUNICATION

The disclosure of personal data is optional in nature. However, the partial or complete non-provision of data may result in the partial or complete impossibility to establish or continue the commercial relationship with the User, insofar as those data are necessary to perform commercial obligations. The disclosure of personal data for marketing purposes is optional as well. The User can therefore decide not to provide any data or to subsequently deny the possibility to process already provided data: in this case, he/she cannot receive newsletter, commercial information or communications on shows, exhibitions or on specific events.

### 4. MODES OF PROCESSING

Processing of personal data is carried out through the following operations: collecting, registering, organising, storing, consulting, elaborating, modifying, selecting, extracting, comparing, using, interconnecting, blocking, communicating, deleting, destructing. Personal data are collected after having been sent to the Data Processor through the completion of templates or paper and virtual modules performing that specific collecting purpose, as also inserted in contractual documents, or collected by phone during precontractual activities. Data are processed both through manual elaborations in paper format and through virtual instruments or automated processes carried out online or remotely.

Collected data are registered and stored by the Data Processor in virtual and physical archives and are kept and controlled in such a way as to minimise the risks of destruction or loss, even accidental, of unauthorised access and of processing not allowed or not compliant with collecting purposes. Data are processed by employees or equivalent staff duly instructed by the Data Controller.

### 5. PERSONAL DATA STORAGE PERIOD OR CRITERIA ADOPTED TO DETERMINE THIS PERIOD

|          | PURPOSES  | STORAGE PERIOD  |
|----------|---|---|
| <b>a</b> | To carry out B2C activities based on contractual or pre-contractual terms.                        | Entire duration of the contractual relationship and, at its expiring, for all the time envisaged, for each category of data, by the accounting, fiscal, civil, and procedural norms in force. |
| <b>b</b> | Management of administrative, accounting, fiscal obligations, and performance of duties envisaged | Entire duration of the contractual relationship and, at its expiring, for all the   |

|          |   |   |
|----------|---|---|
|          | by laws, regulations, and EU normative. | time envisaged, for each category of data, by the accounting, fiscal, civil and procedural norms in force.  |
| <b>c</b> | Direct Marketing                        | Until the right to withdraw consent is exercised by the Data Subject or until the rights to object to the processing or of erasure are exercised by the Data Subject. |
| <b>d</b> | Formulation of quotes                   | For the time necessary to submit a quote and to manage precontractual activities. In any case, the longest storage period is set at 36 months.                        |

## 6. RECIPIENTS OR CATEGORIES OF RECIPIENTS OF THE PERSONAL DATA

While achieving the purposes described at point 2. your personal data will be known by the regular employees and equivalent subordinated staff of the Data Controller who act as persons authorised to process personal data. Authorised persons have been duly instructed by the Data Controller. Furthermore, your personal data will be processed by third parties. Recipients or possible categories of recipients are:

- a) Entities contracted, in various capacities, by the Data Controller for the performance of the contract;
- b) Entities providing services for the management of the IT system;
- c) Entities providing legal and/or fiscal consulting;
- d) Authorities or bodies performing supervision and control activities.

Entities belonging to the abovementioned categories might act, in certain cases, in full autonomy as distinct Data Controllers and, in other cases, as processors duly elected by the Data Controller in full respect of Article 28 of the GDPR. Processors and other entrusted subjects are duly identified in the Privacy Document, which is periodically updated.

Your data will not be object of dissemination in any manner whatsoever.

## 7. TRANSFER OF DATA TO THIRD COUNTRIES

We do not transfer your data outside our internal storage systems, which are all located within our national territory and/or, in any case, within the European Union.

## 8. RIGHTS OF THE DATA SUBJECT

Regarding the processing operations described in the present document, in your capacity of Data Subject and under the conditions envisaged by the GDPR you can exercise the rights listed by Articles 15 and 21 of the GDPR and, among others, the following rights:

- **Right to Access (Article 15 GDPR):** The Data Subject shall have the right to obtain from the controller confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data and the following



information:

- The purposes of the processing;
- The categories of personal data concerned;
- The recipients or categories of recipient to whom the personal data have been or will be disclosed;
- Where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
- Where the personal data are not collected from the Data Subject, any available information as to their source;
- The existence of automated decision-making, including profiling.
- **Right to Rectification (Article 15 GDPR):** the right to request from the controller rectification of erroneous personal data and/or the integration of incomplete personal data;
- **Right to Erasure (right to be forgotten) (Article 17 GDPR):** the right to request the erasure of personal data without undue delay when one of the following conditions exists:
  - Data are no longer necessary to achieve the purposes they have been collected for or otherwise processed;
  - Data have been unlawfully processed;
  - Data shall be erased to comply with a legal obligation.

**The right to erasure is not applicable insofar as the processing is necessary for complying with a legal obligation or for carrying out a duty performed in the public interest or for the establishment, exercise or defence of legal claims.**

- **Right to Restriction of Processing (Article 18 GDPR):** right to request the restriction of personal data processing when one of the conditions listed by Article 18 para. 1 of the GDPR exists.
- **Right to Data Portability (Article 20 GDPR):** right to receive the personal data concerning him or her, which he or she has provided to a controller, in a structured, commonly used and machine-readable format and the right to transmit those data to another controller without hindrance from the controller to which the personal data have been provided, where the processing is based on consent or performed by automated means. The Data Subject shall have the right to have the personal data transmitted directly from one controller to another, where technically feasible.
- **Right to Object (Article 21 GDPR):** the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her unless the Data Controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the Data Subject or for the establishment, exercise or defence of legal claims;
- **Right to Withdrawal (Article 7 GDPR):** the right to withdraw consent at any time. The withdrawal of consent does not jeopardise the lawfulness of processing activities based on consent before the withdrawal;
- **Right to lodge a complaint with a supervisory authority (Article 77 GDPR):** the right to lodge a complaint with the Italian Data Protection Authority, Piazza di Montecitorio 121, 00186, Roma (RM).

## 9. HOW TO EXERCISE YOUR RIGHTS

The Data Subject can exercise his/her rights at any time by contacting the Data Controller at the address indicated at point 1. The Data Controller will take care of your request and will provide without undue delay, and in any case no later than one month after receiving it, all information regarding the actions undertaken with reference to your request.

The exercise of your rights in your capacity of Data Subject is free of charge, as spelt out by Article 12 of the GDPR. Nonetheless, in case of manifestly unfounded or excessive claims, even due to their recurrence, the Data Controller might charge you with a reasonable monetary contribution, in light of the administrative expenses incurred in by the Controller to manage your claim or deny the satisfaction of your claim. Finally, we would like to inform you that the Data Controller might ask for the information necessary to confirm the identity of the Data Subject.

Massa, 7 March 2023

DATA CONTROLLER



### CONSENT

The undersigned \_\_\_\_\_

in compliance with the European Regulation 2016/679 (GDPR) on protection of personal data hereby declares that he/she freely, consciously and unequivocally gives his/her

consent

non consent

to the processing performed by Smart Revolution S.r.l. under contractual terms

(date and signature of the Data Subject)

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### CONSENT

The undersigned \_\_\_\_\_

in compliance with the European Regulation 2016/679 (GDPR) on protection of personal data hereby declares that he/she freely, consciously and unequivocally gives his/her

consent

non consent

to the processing performed by Smart Revolution S.r.l. for marketing purposes

(date and signature of the Data Subject)

