

**CONSULTING AND TECHNICAL SUPPORT SERVICES AGREEMENT  
HORIZON-EIC-2024-PATHFINDEROPEN-01-01 PROJECT**

**B E T W E E N**

On behalf of the first party, from here on referred to as the CLIENT or **BIOLOGY CENTRE CAS, INSTITUTE OF PARASITOLOGY** with Tax Identification Code number CZ60077344, with address in Branišovská 1160/31 370 05 České Budějovice, Czech Republic represented in this act by Libor Grubhoffer, Director of the Biology Centre, in his capacity as Legal Representative

And on behalf of the other party, from here on referred to as the CONSULTANT or EURO-FUNDING, **EURO-FUNDING EU PROJECTS S.L**, with Tax Identification Code number N.I.P.C. B84460252 with premises in Plaza de la Independencia 8, 2 planta, 28001 Madrid (Spain), represented in this act by Mr. Andrés Rodellas Clapés, with Spanish ID number 36573981W, in his capacity as legal representative.

Hereinafter, individually, or jointly, referred to as the “Party” or the “Parties”. Recognizing the parties with sufficient legal capacity and power of attorney for this act.

**W H E R E A S**

- I. The CONSULTANT provides its clients with a team of specialised consultants providing integrated consulting to companies from all sectors, both national and international, with respect to the funding available for their R&D&I activities; in addition, the CONSULTANT offers integrated management of grants and incentives.
- II. Given that the CLIENT wishes to receive consultancy and advisory services, it hereby entrusts these functions to the by the CONSULTANT, provided based on its experience and know-how, with the goal of obtaining benefits from the CONSULTANT’s advice and specific knowledge of the sector.
- III. To this end, the CONSULTANT shall provide the CLIENT with as many duly qualified professionals as required to provide the best and most extensive specialised support in the field.
- IV. In this context the Parties consider determining and regulate their relationship in these areas, and to that end agree on the following,
- V. In accordance with the mutual premises above mentioned, both Parties have undertaken to execute this services agreement (hereinafter, the “Agreement”), which shall be governed by the following,

**C L A U S E S**

**1. PURPOSE AND SCOPE OF THE SERVICES.**

The object of this Agreement is to summarize the contracting terms and conditions whereby the CLIENT shall commission from CONSULTANT the provision of consulting and technical support services consisting of “consultancy services in connection with a concept of CLIENT referred to as Project Idea. Such Project Idea will serve as the basis for the preparation by CONSULTANT of a funding proposal (the “Proposal”), to be submitted on behalf of CLIENT to the European Commission (“EC”) and the subsequent development of the innovation project of the CLIENT which may be funded by the EC’s funding program (the “Innovation Project” or the “Project”).

The technical specifications and economic conditions of the Services under this Agreement are specified in Annex I attached hereto.

Said Annex I, duly signed by the parties, is attached as an inseparable part thereof. For the purposes of interpreting this Agreement, the object thereof shall be understood to include each one of the actions, activities, developments, and elements that must be carried out by the CONSULTANT and are specified in said Annex I.

## 2. **ECONOMIC CONDITIONS.**

### 2.1 Price:

The fees relating to Services are determined in the section relative to the economic offer attached hereto as Annex I (hereinafter as Fees).

### 2.2 Invoicing and Payment:

The CONSULTANT shall invoice the amount corresponding to the Fees mentioned in the preceding section to the CLIENT in compensation for service provision, pursuant to the Invoicing Plan specified in the Proposal attached hereto as Annex I.

Invoice payment by the CLIENT shall be affected within a period of thirty (30) days from the invoice date. The acceptance by THE CLIENT of this means implies the sending of the invoices to the following email address [REDACTED]

If for invoicing, THE CONSULTANT needs an order number from the CLIENT or if the invoice must be included in any of the CLIENT's platforms, THE CLIENT must expressly state this below:

a) Indicate whether for invoicing THE CONSULTANT needs order number: x  YES  NO.

b) Indicate if THE CLIENT has an invoicing platform:  YES  NO

If yes, include link to the platform:

The non-payment or late payment of CONSULTANT's fees arising from any of the invoicing milestones foreseen will entitle CONSULTANT to suspend the provision of the services corresponding to the milestones after the one affected by the non-payment until the situation has been regularised by the CLIENT, without prejudice to the provisions of the Termination of the Contract and without CONSULTANT assuming any responsibility for the consequences that may arise for the CLIENT as a result of this suspension. Both the non-payment of the invoices and the delay will entitle CONSULTANT to increase the amount of these with the Spanish legal interest rate plus one percentage point.

CONSULTANT will not continue providing any contracted services if CLIENT has not paid all the outstanding invoices arising from this contract. In this case, no liability can be attributed to the CONSULTANT.

## 3. **DURATION.**

This Agreement shall come into effect from the date of signature thereof and shall continue to be valid until (i) completion of the execution of Services pursuant to the date established in CONSULTANT' Proposal, which is attached hereto as Annex I, or (ii) any of the parties terminates this Agreement pursuant to the provisions of the Clause relative to early termination thereof.

Any modification of this Agreement must be in writing and by means of a duly authenticated record with the acceptance by both Parties.

In case of termination of the Agreement, according to this Clause and to what it is stipulated in Clause 4 in this Agreement, the CONSULTANT's remuneration for all services provided before its expiration remain payable.

#### **4. TERMINATION.**

##### **4.1. For Cause:**

Either Party may terminate this Agreement, or any extension thereof, in the event of a breach by the other Party that is not remedied within 30 (thirty) days from the date of receipt of written notice by the breaching Party.

Without prejudice to other obligations, rights, and remedies under this Agreement and/or applicable law, in the event of termination by reason of this Agreement for any of the reasons set forth above, the CLIENT shall pay all fees to the CONSULTANT for the Services effectively provided up to the effective date of termination of this Agreement.

##### **4.2. For Convenience:**

The CLIENT may terminate this Agreement, or any of its extensions by giving prior, reliable and written notice sent to the other Party at least 60 (sixty) days prior to the effective date of termination.

In case of termination for convenience, while the Application is still in preparation of the proposal and the Grant has not been yet approved the CLIENT shall pay the CONSULTANT all Fixed Fees for the Preparation and Submission of the application (Article 2.1 in Annex 1).

If in addition CLIENT continues their pursuit of the Grant either by themselves or with another CONSULTANT and grant is approved, CLIENT will then pay to CONSULTANT the Success Fee in Article 2.1 in Annex 1.

In the case of termination for convenience anytime once the Funding win notice has been received from the EU and/or during the performance of the approved Project, CLIENT will pay CONSULTANT the Success Fees in Article 2.1 in Annex I and in addition the Management Fee in Article 2.2 in Annex I pro-rata to the executed Project time but not less than 75% of this fee.

Resignation is understood to be non-compliance with the commitments to which the aid is subject, assumed by the CLIENT in its capacity as beneficiary, such as, but not limited to, requirements related to the maintenance of the workforce, limitation of profit sharing or implementation of any type of regulatory compliance system in the CLIENT.

The breach complying with the additional requirements and/or guarantees required by the Administration for the definitive award of the aid, failure to comply with the requirements of Law 38/2003 General on Subsidies and its implementing regulations or failure to comply with those set out in Regulation (EU) No. 651/2014 on aid compatible with the internal market, shall be equivalent to the tacit waiver of the CLIENT, regardless of whether these requirements are prior or subsequent to the notification of the preliminary or definitive award of the aid.

Likewise, if there are changes in the structure of the CLIENT - in accordance with the provisions of Annex I of Commission Regulation (EU) No 651/2014 - relating to the financial limits, number of employees or shareholding of the CLIENT that prevent the granting of the Aid, this will also be considered a waiver by the CLIENT.

The provisions of Clauses 10 to 12 shall prevail upon the expiration or termination of this Agreement.

#### **5.- REJECTING OF FUNDING PREPARATION BY THE CONSULTANT.**

If, either for lack of valid interlocutor by the CLIENT or by not providing the information required in writing by the CONSULTANT in due time and form, it is difficult and/or impossible to submit a proposal in compliance with the deadlines of the corresponding call, the CONSULTANT may waive the preparation thereof without incurring obligations by means of communication in writing to the CLIENT. In this case the CONSULTANT will be entitled to receive the fees contained in Clause termination. This fact does not imply the termination, or affects, other agreements between the CONSULTANT and the CLIENT.

## **6.- DELIVERY AND ACCEPTANCE.**

The sending of the reports, memories or deliverables object of the present Agreement to the CLIENT through communications and notifications made by e-mail will be considered valid for the purpose of delivery and fulfilment of the stipulated in the obligations of the present Agreement, taking as reference the date stated in the system used for the remission of the electronic communication, independently of the date to which the addressee has had access to it, and even if he has not been able to access it, by error in the identification or another cause not imputable to the sender.

Likewise, if the CLIENT does not notify EURO-FUNDING of any significant disagreement within 15 calendar days following the delivery of the different reports, memories, or deliverables, as established in this Agreement, or if the CLIENT makes use of them for productive purposes or in any other way in connection with its activity, it shall be understood that the CLIENT has accepted the Services as well as the delivery of the same.

## **7.- LIABILITY.**

Except in cases of gross negligence or wilful misconduct, CONSULTANT sole responsibility to the CLIENT with respect to any claim arising out of this Agreement will be limited to proven direct damages caused by the sole negligence of CONSULTANT. In any case such liability will not exceed the amount corresponding to the amount already paid by the CLIENT as fee of the Services and up to the date of damage and/or prejudice.

For the purposes of its quantification, the liability of the CONSULTANT will be calculated independently and individually for each aid or service, without the totality of the services agreed herein or the accumulated amounts paid for the different activities provided being added or derived.

No Party will be responsible to the other Party for any indirect, reputational, or consequential loss, goodwill, or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of Agreements, provided such damage was not caused by a wilful act or by a breach of confidentiality.

If during this contract, the circumstances and conditions of the service necessary for the correct execution of the Project should be affected by an unforeseeable event (force majeure, fortuitous event, etc.), or which foreseeably was unavoidable, and these extraordinary circumstances should affect the normal provision of the Services), or which foreseeably was unavoidable, and these extraordinary circumstances affect the normal provision of the Services, the Parties undertake to renegotiate, in good faith, the terms and conditions of the present Contract, to allow the correct performance of the same and the defence of the interests of the Parties, the CONSULTANT being exempt from any liability if CONSULTANT has complied with the standards of organisational and technical security measures reasonably required.

As the outcome of the Services provided by the CONSULTANT is a discretionary activity of the Public Administration, the CONSULTANT will be exempt from any liability caused by the fact of the hypothetical refusal (not grant) of the requested funding.

## **8.- WARRANTY**

CONSULTANT represents and warrants:

- That pertinent actions will be taken to successfully accomplish the obligations undertaken hereto and will make available the resources required for the CLIENT for this purpose.
- To act according to the highest level of business ethics and to exercise his functions in accordance with current legislation, without consenting to corruption in any of its forms.

CLIENT represents and warrants:

- Collaborate with CONSULTANT by providing CONSULTANT with information, as well as documentation, that may be required at any given time, as well as to always provide the most appropriate contact persons, CLIENT is responsible for the truthfulness of the data supplied, as well as for the diligence of its representatives.

- Is not subject to any of the prohibitions required in Law 38/2003 General on Subsidies or its implementing regulations, which it shall prove by submitting a declaration of responsibility to the body awarding the subsidy, should it be required to do so.
- Eligible expenses incurred in their commercial operations must have been paid within the payment deadlines stipulated in Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial operations.

If the Assistance requested is not granted since the CLIENT is not a creditor because of non-compliance with any or some of the guarantees herein confirmed, the CONSULTANT shall be entitled to receive its fees in accordance with the provisions of this Agreement, as if such assistance had been obtained by the CLIENT.

### **9.- USE OF LOGOS**

In those cases, in which the CONSULTANT deems convenient, the CONSULTANT will be able to include those logos, symbols or images that identify the CLIENT in any of the reports and justificatory documents that are drawn up within the scope of this Agreement.

The CLIENT authorises the CONSULTANT to use the name, logos, symbols and/or images of the CLIENT's company as a reference in CONSULTANT's web site, corporate presentations, business documents and any other commercial documents used with third parties in commercial relations upon the CLIENT's written consent.

### **10.- CONFIDENTIALITY**

All information, data and documents that CLIENT shall provide to CONSULTANT under or in connection to the Agreement and/or that CONSULTANT shall obtain under or in connection to this Agreement, as well as any work product and/or report and/or deliverable generated by either Party or both Parties under or in connection to the Agreement shall be considered as confidential information of CLIENT; shall be maintained by CONSULTANT in secrecy; shall not be disclosed by CONSULTANT to any third party except (i) with the prior written approval of CLIENT to the European Innovation Programme Horizon Europe; or (ii) to those employees of CONSULTANT that are absolutely essential to the performance of this Agreement; and shall only be used by CONSULTANT for the purpose of fulfilling its duties under this Agreement.

The foregoing obligations of CONSULTANT will not apply to any information which:

- Is generally known to the public at the time of disclosure or later becomes so generally known through no fault of CONSULTANT.
- Was known to CONSULTANT prior to the disclosure by CLIENT as proven by the contemporaneous written records of CONSULTANT.
- Is disclosed to CONSULTANT by a third party who did not obtain such information, directly or indirectly, from CLIENT subject to any confidentiality obligation, as proven by the contemporaneous written records of CONSULTANT; or
- Is required by law, court order or a governmental agency to be disclosed.

The terms and conditions of this Agreement cannot be disclosed to third parties by the Parties.

CLIENT hereby relieves CONSULTANT from any liability for the interception of, or access to e-mail messages by non-authorized persons or others than the legitimate addresses, as well as for any damages that may arise because of undetected computer viruses, network failures or analogical incidents which are not attributable to CONSULTANT. The Parties hereto can lay down forwarding procedures and additional security measures with respect to the exchanging of information and documentation whenever the relevance or sensitivity of the same calls for such measures.

### **11.- DATA PROTECTION**

The CLIENT is hereby informed that personal data of legal representatives will be entered on files owned by the CONSULTANT, and before whom it can exercise its right to access, rectify, cancel or oppose by way of conventional post or e-mail [REDACTED]. This information will only be used in the context of the business relationship between the Parties.

Whenever it proves necessary to access personal data contained in the files of the other Party for the execution of this Agreement, any such access and later processing will be governed by that which is stipulated below. The delivery of these data will not be deemed to be a communication or transfer of data, but rather necessary access to the same to render the services covered by this Agreement.

All processing of personal data will be carried out in accordance with the [Privacy and Data Protection Policy](#), which both parties are aware of and clearly accept.

The CONSULTANT has an internal whistle-blowing channel [REDACTED] through which breaches of the Code of Ethics must be reported. In any case, and in accordance with the applicable regulations, personal data will be treated confidentially and for the minimum period necessary to process the report and, where appropriate, to carry out the corresponding investigation and actions. Anonymous complaints are accepted from non-identifiable e-mail addresses; however, the use of non-identifiable addresses may make it difficult or impossible to investigate the complaint. The legal basis for this processing is the public interest in preventing, detecting, and correcting unlawful conduct.

## **12. INTELLECTUAL AND INDUSTRIAL PROPERTY**

Until full payment by the CLIENT of the Fees corresponding to the products or deliverables resulting from the Services (hereinafter, "Products or "Results"), the CLIENT shall be the legitimate owner of the intellectual property rights deriving from the Accepted Result and which are necessary for its use or exploitation within the scope of its internal activities, and EURO-FUNDING therefore provides the CLIENT with the aforementioned rights in accordance with Spanish legislation on copyright, with respect to the aforementioned Product and for such use or exploitation.

Notwithstanding the foregoing, works owned by EURO-FUNDING that are currently in existence or not, that have not been created specifically for the CLIENT, but which have been developed, directly or indirectly by EURO-FUNDING, shall continue to be the exclusive property of EURO-FUNDING as pre-existing rights. In this regard, EURO-FUNDING retains all right, title, and interest in and to all engineering, methodology, procedures, techniques, trade secrets, working documents and know-how incorporated into or relating to the Results developed or that EURO-FUNDING may develop or provide in relation to the Services and/or Products detailed in the Proposal.

If any Information, methodology, Know-How, or other EURO-FUNDING material is integrated into such Product or Result, EURO-FUNDING shall grant the CLIENT, upon payment of such accepted Product, a free, perpetual, worldwide and non-exclusive license to use such EURO-FUNDING Information as part of the Product.

The CLIENT undertakes not to disassemble, decompile, modify the EURO-FUNDING Information, or disclose, supply, allow access to, sub-license or transfer any EURO-FUNDING Information to any third party without the prior written consent of EURO-FUNDING.

## **13.- MISCELANEOUS**

### **13.1 Non-Recruitment**

Unless there is a written express consent by the CONSULTANT, the CLIENT expressly agrees not to hire, by itself or through third parties affiliated or directly participate by the CLIENT, any of the persons designated by the CONSULTANT as working staff to carry out its functions under this Agreement.

This ban will remain in effect after 2 (TWO) years from the date of termination of this Agreement and will not be altered by the fact that the person's working relationship with the CONSULTANT



has ceased by whatever means. The breach of the undertaking set forth in this Clause will result in compensation to the CONSULTANT by the CLIENT. Unfulfillment with the obligation set out in this Clause shall give rise to compensation for the CONSULTANT by the CLIENT agreed at 50,000 € for each employee of the CONSULTANT.

**13.2 Partial Validity**

If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement will be affected.

**13.3 Outsourcing**

The CONSULTANT may subcontract all or part of the services specified in this contract to third parties ("Subcontractors"). Subcontracting shall be subject to the conditions set forth in this Agreement. Subcontracted services shall meet the same quality and performance standards specified in this contract. The CONSULTANT shall be responsible for monitoring and ensuring Subcontractors' compliance with these standards. The CONSULTANT shall ensure that Subcontractors comply with the confidentiality and security provisions set forth in this contract, mainly regarding the protection of confidential information.

The CONSULTANT shall ensure that any subcontracting is carried out in compliance with all applicable laws and regulations and shall assume responsibility for any non-compliance by Subcontractors. Subcontracting shall not create a direct contractual relationship between the CLIENT and the Subcontractors.

**13.4 Use of Artificial Intelligence**

The parties agree that, while providing the services set forth in this Agreement, the CONSULTANT could use tools and technologies based on artificial intelligence, including, but not limited to algorithms, machine learning and automated processes ("AI").

CLIENT acknowledges and agrees that the use of AI may improve the efficiency and quality of the services provided. The CONSULTANT warrants that any implementation of AI will be in full compliance with all applicable laws and regulations. Any specific development involving significant use of AI will be communicated to the CLIENT in advance.

**14.- NOTIFICATIONS**

For purposes of notice under this Agreement, the Parties agree that notice shall be given by registered mail to the persons and addresses indicated in the heading of this Agreement. Any change in the information contained in the heading of this Agreement must be notified to the other party to take effect.

Notwithstanding the foregoing, the Parties agree that communications and notifications between them may be made electronically to the contact persons indicated herein and shall be considered valid for all purposes.

**EURO-FUNDING EU-PROJECTS SL**

[Redacted contact information for EURO-FUNDING EU-PROJECTS SL]

**CLIENT**

[Redacted contact information for CLIENT]



**15.- JURISDICTION AND APPLICABLE LAW**

This Agreement is subject just to Spanish laws. Any dispute that may arise between the Parties in relation to the same and on its interpretation, validity, effectiveness, compliance, resolution, or rescission (including the validity and compliance with this Clause) will be governed, interpreted, and processed in accordance with its own format and under the rules of the Courts of Madrid city.

**In witness whereof, both Parties sign this Agreement in two original copies, in the place and date mentioned above,**

On behalf of the CLIENT

On behalf of the CONSULTANT

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ANNEX 1

**1. DESCRIPTION OF EURO-FUNDING'S SERVICE.**

Services	- <b>PROPOSAL PREPARATION AND SUBMISSION</b>
Call	<b>HORIZON-EIC-2024-PATHFINDEROPEN-01-01</b>
Project	<b>PATHFINDER IMMUNOBIOTICS-VBD</b>

The work to be performed by EURO-FUNDING for the provision of services to the CLIENT will be:

**1.1. Preparation and submission of PATHFINDER IMMUNOBIOTICS-VBD proposal** to obtain funding from the European Commission ("EC") under the European Innovation Programme Horizon Europe.

- a. Organization of Kick-off meeting to launch the writing of the proposal by defining the optimum project structure
- b. Advising to define the project structure, work packages, the optimal budget and ensuring that the technical content meets the expectations and requirements of the funding agency.
- c. Completion of administrative forms needed for company registration in the EC system, and proposal submission
- d. Technical plan for product development, including activities, risks, IP management strategy.
- e. Business plan for product launch and market expansion: business model, commercialization strategy, value-chain, financial projections leading to future company growth.
- f. Project implementation activities and team roles.
- g. Internal evaluation of the proposal by senior staff to maximize quality
- h. CONSULTANT shall deliver to CLIENT the PATHFINDER IMMUNOBIOTICS-VBD proposal according to the criteria described in b) which, pursuant CLIENT's previous authorization, shall be submitted by CONSULTANT on its behalf to the EC in the corresponding call for the PATHFINDER. CONSULTANT shall provide CLIENT with proof of such submission.

**Note:** All information provided will be in English, unless otherwise agreed between the parties.

**2. PRICE OF THE SERVICES AND PAYMENT TERMS.**

**2.1 Price for the provision of services described in Article 1.1.**

If the Innovation Project is granted with Funding for the PATHFINDER IMMUNOBIOTICS-VBD, the CLIENT shall pay EURO-FUNDING an amount equivalent to four per cent (4%) of the Funding granted to the CLIENT for the Project + VAT, if applicable.

This amount shall be invoiced on the date of signature of the Grant Agreement for the PATHFINDER IMMUNOBIOTICS-VBD by the European Commission.



## EURO-FUNDING EU PROJECTS

The CLIENT shall pay the mentioned invoices to the CONSULTANT within thirty (30) days from their date of issue. The method of payment is bank transfer. Invoices that are not paid within the term established in the contract will be considered in default, with the effects provided by Laws.

### **3. CONSULTANT EXPENSES.**

CONSULTANT expenses, such as travel expenses (travel, accommodation and board and other expenses of a similar nature such as per diems, for example) incurred by the CONSULTANT for the performance of the functions entrusted to him in this Contract, outside of the Spanish State, is not included in the remuneration established in this Clause. Consequently, the CONSULTANT may charge these costs on to the CLIENT by means of an independent invoice accompanied by documentation.

### **4. AUDIT COSTS.**

PROJECT auditing costs that may be required by the competent administration will be paid by the CLIENT, as well as any other costs arising from the contracting of third parties.

### **5. APPLICABLE TAXES.**

Invoices will be increased with the official VAT and/or other legally applicable taxes on the date of issue.

In witness whereof, both Parties sign this Contract in two counterparts,

On behalf of the CLIENT  
(Signature and stamp)

On behalf of the CONSULTANT,  
(Signature and stamp)

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