

Agreement on the cooperation regarding the acquisition, preparation and management of projects for Horizon Europe programme of the European Union (hereinafter EU project), technology scouting and other services

between:

VSB - Technical University of Ostrava
Faculty of Materials Science and Technology
(hereinafter "VSB")
17. listopadu 2172/15
708 00 Ostrava-Poruba
Czech Republic



Č. j.: VSB/24/069333

And

AMIRES s.r.o. (hereinafter "AMIRES")
Na Okraji 335/42, Praha 6
Česká republika
VAT: CZ24173720

Hereinafter collectively the "Parties" and individually "Party".

1. PURPOSE OF THIS AGREEMENT

The VSB is interested to entrust AMIRES preparation, coordination and management activities for EU projects acquisition, technology scouting and other activities. The consultancy services of AMIRES for this task are described in the Annex I. Annex I is an integral parts of this Framework Agreement. The main contact from VSB side is Dr. Lukáš Peter.

2. OBLIGATIONS OF AMIRES

The AMIRES agrees to perform each task with care and diligence of a professional with the aim to prepare high quality proposal(s) eligible for evaluation and if selected, to be financed through the Horizon Europe EU as well as all entrusted tasks. The AMIRES activity will be covered by insurance and professional liability.

3. OBLIGATIONS OF VSB

The VSB is committed to provide all technical information (e.g. technical documentations, scientific papers) and provide access to company information (financial and legal) necessary for the successful conduct and completion of project proposal(s), management of project(s) and when needed, help to obtain them from the other consortium partners. The VSB is also responsible for clear definition of targeted objectives.

4. FEES

The fee for Horizon Europe consultancy services are calculated as a fixed fee of €20.000/year paid quarterly.

All fees are tax excluded. The fixed fees are payable at the contract signature and at the 10th day of month after each 3 months of work completed. All fees are subject of 1% additional charge for every outstanding month.

5. MISSION EXPENSES

The above fees include all the expenses of AMIRES, including all the necessary trips in Europe.

6. PRIVACY

AMIRES undertakes for the duration of this framework agreement and up to five (5) years thereafter, to demonstrate a total confidentiality of confidential information received from the VSB and their partners and will not disclose them verbally or in writing.

The termination of this Agreement does not relieve AMIRES its obligation to comply with the provisions of this article before the date of termination or expiration. The obligations contained in this article remains in force during the period of five (5) years.

7. DURATION

This framework agreement is signed for one calendar year, starting from the day of signature.

8. TERMINATION

Each party may terminate this framework agreement for any motive or reasons. The terminating party has to inform other party by registered mail with return receipt 3 months before the termination. Immediate joint agreement on termination is also possible. This contract is a subject of 6-month review, which may result in immediate changes of conditions indicated in this contract.

In the event of early termination of an agreement by VSB for any reason other than the failure of AMIRES contractual obligations, the VSB carry the prorated amount of the services provided by AMIRES to date of termination.

In the event of early termination of an agreement caused by the failure of AMIRES contractual obligations, the termination of an agreement will harm exclusively AMIRES and services already made and not yet billed will be at the expense of AMIRES.

9. LAW AND DISPUTES

The agreement is governed by Czech law.

The forum for any dispute in relation to all contracts is set exclusively in Czech Republic.

Done in 2 originals (one for each party)

AMIRES s.r.o.
Digitally signed by
Rudolf Fryček
Date: 2024.06.27
16:28:02 +02'00'

In Prague on.....

VSB prof. Ing. Kamila Janovská, Ph.D.
Digitálně podepsal prof.
Ing. Kamila Janovská, Ph.D.
Datum: 2024.06.25
14:38:54 +02'00'

prof. Ing. Kamila Janovská, Ph.D.

In Ostrava on.....

ANNEX I:**1. EU project launch**

Depending on the conclusions of preliminary analysis of each EU project (technical objectives, partnerships necessary for the project and operating resources necessary to implement the project, project eligibility, choice of programme, date, procedure, etc..), AMIRES define with VSB and its partners the specific conditions of implementation of each project through the following topics:

- Internal and external resources necessary to complete the project on technical, personal, commercial and financial basis,
- Ability to find the identified needs (expertise) in partnerships,
- Precise positioning of the project relative to its environment and particularly the state-of-the-art market, the innovative nature of the proposed solution, operating results, etc.,
- State of the art monitoring,
- Organisation of an opening meeting between the VSB, AMIRES and potential partners identified,
- Direct contact with necessary strategic partners,
- An analysis of information harvested from the VSB both technological and economic comparisons with information obtained from various contacts of AMIRES.

2. Pro-active work on non-coordinated EU projects:

- Increase participation of VSB in EU Projects.

3. Ad-hoc services to running projects:

- Help with financial and legal issues and administration of running projects.

4. EU lobbying and EU research networks building:

- Participation to EU clusters, concertation and clusters/ and ETP meetings, presenting the research and development activities of VSB.



