

## Settlement agreement

(hereinafter referred to as "the **Agreement**")

entered pursuant to Section 1746(2) of Act No. 89/2012 Coll., Civil Code, as amended, between the following parties:

### The Parties:

**1. Czech University of Life Sciences Prague (CZU)**

Address: Kamýcká 129, 165 00 Praha – Suchbát

Identification number: 60460709

Represented by Ing. Jakub Kleindienst, Bursar

(hereinafter also referred to as "**CZU**") on the one hand  
and

**2. Efund Group**

Address: 29 rue de Cursol, 33000 Bordeaux, France

registered at Bordeaux RCS under the number 851 197 731

VAT number: FR14851197731

represented by Pierre PONSAR, President

(hereinafter also referred to as "**Consulting company**") on the second hand

(collectively, the "Parties" or individually, a "Party")

### I.

#### Description of the facts

1. The Parties declare that they intended to enter into a Contract of services, contract No PO 2352/2024, the subject of which was to coordinate the preparation of the project application by the consultancy company and to submit it in due time, for the call HORIZON-MISS-2024-SOIL-01-04: Systems to quantify nitrogen fluxes and uncertainties in European landscapes for Detecting nitrogen losses and nitrogen budget in Europe to ensure soil sustainability (hereinafter referred to as "**the Contract**").
2. The Parties declare that they have commenced performance under the Contract prior to its conclusion due to the deadline for submission of the project application. The Parties further agree that they have not concluded a written contract to date, the contents of which are set out in the Contract, and which is annexed to this Agreement.
3. The Parties state without any reservation that they have acted and are acting in accordance with the Contract and have been and continue to be fully bound by it from the beginning.
4. The Parties declare that the Consulting company has fulfilled its obligations under the Contract as of the date of signing, i.e. submitted the project proposal within the deadline.
5. CZU undertakes to fulfil its obligations under the Contract, in particular to pay the fixed price within 30 days of receipt of the invoice and any success fee according to the terms of the Contract.
6. CZU is an obligatory entity for publishing contracts in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended (hereinafter referred to as the "**Act on the Register of Contracts**") and is obliged to publish the

concluded Agreement, including the annex, which is the Contract, in accordance with the procedure pursuant to the Act on the Register of Contracts.

7. The Parties declare that they have mutually provided the above-mentioned services according to the agreed terms of the Contract, however, the Contract was not concluded in written form at the time of its execution and therefore was not properly published in the Register of Contracts. The Parties are aware of the legal consequences of this fact.
8. In order to regulate the mutual rights and obligations of the Parties arising from the originally agreed Contract, in view of the fact that the Parties acted with the knowledge that the Contract was binding, performed what they mutually agreed in accordance with its content, and in an effort to remedy the situation arising as a result of the failure to conclude the Contract and publish the Contract in the Register of Contracts within the statutory time limit, the Parties negotiate this Agreement in the wording as set out below.

## **II.**

### **Rights and Obligations of the Parties**

1. The Parties hereby mutually confirm that the content of the mutual rights and obligations, which they renegotiate by this Agreement, is fully and completely expressed in the text of the originally negotiated Contract, which forms for these purposes an annex to this Agreement.
2. The Parties agree to settle their obligations under the unconcluded and unpublished Contract by treating all mutual performance under the originally negotiated Contract as performance under this Agreement, including retrospectively, and that they will not make any claims against each other for unjust enrichment or other claims in connection with such mutual performance.
3. The Parties declare that all future performance under this Agreement, to be performed from the time of its publication in the Register of Contracts in accordance with the content of the mutual obligations expressed in the Annex to this Agreement, shall be performed according to the agreed terms.
4. The Parties agree that CZU shall ensure the publication of the full text of this Agreement and its annexes in the Register of Contracts within the time limit set by the Act on the Register of Contracts in accordance with the provisions of the Act on the Register of Contracts.

## **III.**

### **Final Provisions**

1. This Agreement shall enter into force on the date of its signature by the authorized representatives of the Parties and shall take effect on the date of its publication in the Register of Contracts.
2. The Agreement is drawn up in 3 (three) identical copies, each copy having the value of the original. Consulting company will receive 1 (one) and CZU 2 (two) identical copies of the Agreement. If the Agreement is concluded in electronic form, it shall be drawn up in one copy signed electronically by both Parties.
3. The Parties unconditionally agree to publish the full text of this Agreement with its annex so that this Agreement may be the subject of information provided within the meaning of Act No. 106/1999 Coll., on free access to information, as amended. The Parties also agree to publish the full text of the Agreement in accordance with the Act on the Register of Contracts.

4. The following annexes form an integral part of this Agreement:

- Contract of services No PO 2352/2024

For Czech University of Life Sciences Prague

Ing. Jakub Kleindienst

Bursar

For Efund Group

Pierre Ponsar

President

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

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



**Contract of services**

**HORIZON-MISS-2024-SOIL-01-04**

**Systems to quantify nitrogen fluxes and uncertainties in European landscapes**

this contract for delivery of services is concluded between:

**Czech University of Life Sciences Prague (CZU),**

Kamycka 129, 165 00 Praha - Suchdol, Czech Republic

registered by the reg number 60460709

VAT number: CZ60460709

represented by Ing. Jakub Kleindienst, Bursar

Hereinafter referred to as the Client,

and

**Efund Group,**

Located 29 rue de Cursol, 33000 Bordeaux, France

registered at Bordeaux RCS under the number 851 197 731

VAT number: FR14851197731

represented by Pierre PONSAR, President

Hereinafter referred to as the Consulting company,

and commonly hereinafter referred to as the Parties,

**ARTICLE 1. PREAMBLE**

The Consulting Company, specialised in European projects' setting-up and management, will help the Client to set-up a proposal, under the HORIZON-MISS-2024-SOIL-01-04 call. The proposal will be submitted to the European Commission (EC) before 08/10/2024 at 17:00 CET (call deadline).

**ARTICLE 2. SCOPE OF THE CONTRACT**

Within the Horizon Europe Programme of the European Union, the Client will participate in the preparation of a proposal addressing the call HORIZON-MISS-2024-SOIL-01-04: Systems to quantify nitrogen fluxes and uncertainties in European landscapes for Detecting nitrogen losses and nitrogen budget in Europe to ensure soil sustainability which was submitted by 08/10/2024.

This document defines the services offered by the Consulting Company, external advisor in charge of supporting the preparation of this proposal.



## ARTICLE 3. CONTENT OF SERVICES

The proposal setting-up phase is divided into two parts:

1. Project structuring
2. Proposal writing

### 3.1. Project structuring

#### Preliminary studies

The Consultancy Company with the help of the partners will perform:

- an accurate and detailed definition of the project content;
- a state of the art of the technology or process of the proposal field;
- a preliminary analysis of the role and value of technologies to be developed within the project;
- a justification of the innovative aspects of the project.

Those preliminary studies might be discussed with the relevant Horizon Europe national contact points when possible and/or needed.

#### Partners identification and consortium animation

- Identification of relevant profiles and partner search

Definition of the profile needed to cover the full scope of the project

Active search through direct contact, use of relevant networks (Consulting Company database, partners' network, clusters, online search).

- Selection of relevant partners
- Consortium meetings

Regular teleconferences will be organised by the Consulting Company to gather the partners. The Consulting company will prepare the agenda, define the schedule and book an online conference room, lead the meetings and send minutes afterwards.

#### Project content

This stage will consist of defining the content of the project's Work Programme. A first draft of Work Packages (WP) structure will be proposed to the consortium by the Consulting Company. For each WP, the Consulting Company will lead:

- Identification of tasks, duration and deadlines, repartition of work between partners.
- Assistance in the identification of need for equipment.
- Identification for exploitation and dissemination strategies.

#### Project budget

The Consulting Company will propose an evaluation and a review of each partners' budget. Templates will be made available and explained to the Client. The Consulting Company will assist the Client in the evaluation of:

- The costs of personnel and consumables for each task and per partner.
- The costs of equipment to be acquired for each task and per partner.
- The costs of sub-contracting for each task and per partner.



- The costs of additional expenses (including but not limited to travel, coordination, management, audit) for each task and per partner.
- The global cost of the project.

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#### Project outcomes

The project outcomes significantly impact the project structuring. The choices realised during the structuring phase should lead to maximising the socio-economic impact of the project.

A business plan will be drafted to describe the market target, the production hypothesis, commercial development, selling perspective, ROI... through focusing on the following aspects:

- Strategy and key-steps
- Marketing strategy
- Operational strategy
- Financial projections
- Additional funding needs

### 3.2. Proposal writing

The Consulting Company will coordinate the drafting of the proposal and will remain in regular contact with the partners, will circulate information about the project and centralize information as needed to write the proposal. The proposal will be written in English and will consider the following evaluation criteria:

1. Impact:

1. Credibility of the pathways to achieve the expected outcomes and impacts specified in the work programme, and the likely scale and significance of the contributions from to the project,
2. Suitability and quality of the measures to maximise expected outcomes and impacts, as set out in the dissemination and exploitation plan, including communication activities.

1. Excellence:

1. Clarity and pertinence of the objectives;
2. Credibility of the proposed approach;
3. Soundness of the concept;
4. Coverage of the value chain (raw materials, equipment and technology suppliers and end-users);
5. Extent that proposed work is ambitious, has innovation potential, and is beyond the state of the art.

1. Quality and efficiency of the implementation:

1. Coherence and effectiveness of the work plan;
2. Coherence in the allocation of tasks and resources;
3. Complementarity of the participants within the consortium;
4. Appropriateness of the management structures and procedures;
5. Coherence and effectiveness of the financial structure;
6. Soundness of the business case and business plan;
7. Readiness of the technology for the implementation of the pilot phase or demonstration.

The Consulting Company will collect the administrative information and write the proposal using the templates provided by the EC. Finally, after receiving approval from all partners, the Consulting Company will conduct the final review of the proposal and the Consulting Company or the Project Coordinator will submit the files on the online platform on or before the official submission deadline.



#### ARTICLE 4. PRICE AND PAYMENT

The Client commits itself to pay to the Consulting Company a fixed amount of **3 000 EUR** for the preparation of the HORIZON-MISS-2024-SOIL-01-04 and **4.30 % success fee** calculated on the basis of the EC contribution on the total Client budget ("Max grant amount") if the project is funded by the European Commission.

All the fees mentioned above are **VAT excluded**.

In counterpart, the Consulting Company commits itself to supervise the setting-up of the proposal, as described in the Horizon Europe guidelines and to submit it before the official call deadline.

Payments will be completed by the Client, as follows:

- A fixed part of 1 500 EUR after the contract signature and after receipt of the Consulting Company's invoice, but not later than 30 days after reception of the invoice;
- A fixed part of 1 500 EUR after the submission of the proposal but not later than 30 days after the issuing of the invoice;
- In case no invoice was sent before submission, one single invoice of the total fixed fee amount (3 000 EUR) will be sent after the submission, to be paid after receipt of the Consulting Company's invoice, but not later than 30 days after reception of the invoice;
- 4.30% success fee of the EC contribution on the total Client's budget ("Max grant amount"), in one payment to be made after the first (advance) payment made from the coordinator to the Client and within 30 days after receipt of the Consulting Company's invoice;

All the sums mentioned above are VAT excluded.

The tax receipt – invoice must contain all particulars of a proper accounting and tax document in sense of relevant legislative requirements in Czech Republic. In the event that the invoice does not meet all requirements, the Client is entitled to return it to the Consulting company within the payment due term for completion thereby not incurring delay in maturity date. The payment due date starts to run afresh from the date of re-delivery of duly completed or corrected invoice to the Client.

In case of a proposal not financed by the EC, no success fee will be paid to the Consulting Company.

#### ARTICLE 5. RIGHTS AND OBLIGATIONS OF THE PARTIES

The Consulting Company shall be obliged to:

- Deliver the service subject of this contract and described in Article 3, pursuant to the quality standards and within the time limit agreed with the Client,
- Refrain from disclosing any confidential information relating to the Client to which the Consulting Company may have had access to.

The Client shall be obliged:

- To communicate to the Consulting Company all the required information needed for the proposal's setting-up,
- To inform the Consulting Company about the date of signature of the Grant Agreement (if the project is successful) and the date of the first advanced payment by the EC to the Client, in both cases not later than one week after the event (signature or payment),
- To pay the remuneration due to the Consulting Company according to the schedule and price established as per this contract,
- Not to charge the support fees subject of this contract (fixed part and success fee) to the project post Grant Agreement.



## ARTICLE 6. LIABILITIES

The Client agrees that whatever the basis of its claim and the procedure for its implementation, the potential liability of the Consulting Company in respect to the obligations under this contract shall be limited to an amount not exceeding the total sum actually paid by the Client for services or tasks provided by the Consulting Company.

## ARTICLE 7. CONFIDENTIALITY

The Parties agree to:

- Keep the Confidential Information secret and confidential and take all reasonable security precautions in the safekeeping of the Confidential Information,
- Be responsible for the fulfilment of the confidentiality obligations foreseen in this Contract on the part of the employees of its organization involved in the Proposal to whom it may disclose such Confidential Information when strictly needed for the Purpose (as defined in article 1 & 2) and shall ensure that they are informed of the confidential nature of the Confidential Information and of the terms of this Contract and remain so obliged, as far as legally possible, for the entire duration of this clause, even in case of termination, of the contractual relationship of said employees within the organizations, or of this contract.

Both parties shall not disclose any Confidential Information to any other subject unless they have received the written consent of the other party and that such subject has entered into a non-disclosure contract with its organization equivalent to this Contract in respect of Confidential Information and if needed for the Purpose only.

Until the official submission date stated in Article 1, the proposal and all its linked content will be considered as Confidential and the Client cannot share, rely upon, copy or use the proposal or part of it and all its linked content outside of the consortium members or the European Commission, nor use it for any other purpose outside the scope of this contract.

Consulting Company employees working on the completion of the tasks assigned pursuant to this contract will have access to confidential Client's data. This confidential information shall not be communicated by any means to any third party.

The confidentiality clause shall remain valid 2 years after the termination of the present contract.

## ARTICLE 8. BREACH OF THE CONTRACT

In case the Consulting Company misses the submission deadline due to reasons for which the Consulting Company is responsible, it shall give back the amount received and not receive any other amount in the frame of this contract.

In case the Client wishes to withdraw from the Consortium, he should inform the Consulting Company at least 3 weeks before the project submission deadline. In this case, the amount already paid to the Consulting company would remain acquired, and the Consulting Company will be free to use the information and documents already provided by the Client for the submission purpose. The contract will be terminated on common agreement and no further payments will be owed.

Any material breach of this contract by either Party in not fulfilling their obligations pursuant to this contract can lead to the termination of the contract decided by the non- defaulting Party.

## ARTICLE 9. INTEREST FOR LATE PAYMENT

In accordance with article L 441.10 of the French Commercial Code, late payments shall automatically give rise to a late payment penalty based on the rate applied by the European Central Bank to its most recent refinancing





## *Contract for Consulting Services between Efund Group and CZU*

operation in euros plus 10 percentage points, without being less than three times the French statutory interest rate in force at the due date. In addition, any delay in payment will result in the invoicing to the defaulting Client of collection costs of 40 euros. Any costs incurred to recover the amounts owed by the Client in excess of the fixed fee of €40 shall be borne by the Client, upon presentation of receipts.

### ARTICLE 10. VALIDITY

If some provisions in this contract become invalid, illegal or unenforceable, the legality and enforceability of the remaining provisions will not be, in any way affected or impaired. Such parts shall be deemed severed from the remainder of this contract and in such event the Parties will substitute another provision which as nearly as possible validly gives effect to their intentions as expressed herein for the said invalid, illegal or unenforceable provisions.

### ARTICLE 11. REFERENCES

The client accepts that the Consulting Company includes among its references the work done within the framework of this contract.

### ARTICLE 12. OWNERSHIP OF THE RESULTS

Partners cannot reuse the templates, schemes, and other documents provided by the Consulting Company in the frame of the setting-up.

The final proposal being the result of the work of all partners of the consortium, will not be subject to ownership after the submission date. Partners and the Consulting Company can use the information contained in the proposal freely as long as it is in line with the Article 7 of this contract or with any other Confidentiality Agreement signed between partners or between the Consulting Company and the Client.

### ARTICLE 13. APPLICABLE LAW

The Parties commit to try to solve any conflict using amicable agreement.

All disputes, claims, controversies or differences which may arise between or among the Parties, out of or in relation to or in connection with this contract (hereinafter a "Litigation"), or of breach thereof, that fail to be amicably settled between the Parties within ninety (90) Days from the appearance of the Litigation, shall be referred to the Courts having material jurisdiction, within the jurisdiction of the respondent to a claim by the other Party, and shall be resolved in accordance with the laws of the country of the respondent to a claim by the other Party.

Nothing in the present Article 13 shall prevent a Party seeking an injunction in any court of competent jurisdiction.

### ARTICLE 14. DATA POLICY

The Consulting Company may collect some or all of the following personal data:

Full name, Date of birth, Professional address, Personal and professional email addresses, Telephone numbers, Business name, Job title, Profession, Bank details, Business fields of interest, LinkedIn profiles, Company VAT number, Company registration number, etc.



## *Contract for Consulting Services between Efund Group and CZU*

Under the Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, (OJ EU L 119/1), the Consulting Company might collect the above mentioned data on a lawful and legitimate basis linked to the performance of the Purpose of this service contract and/or the aim to share information about calls for collaborative projects and proposals the Client might be interested in. The legal basis for this processing of personal data shall be article 6, 1 (f) of the GDPR (legitimate interests).

By signing the following contract, you express your consent to the use of your personal data for the following purposes:

- Registering you on the A form of the project on the European Commission portal
- Communicating with you in the frame of this contract
- Sending you information by email about future funding opportunities, news or events, offer of services

You may unsubscribe or opt-out of the third purpose at any time by contacting us at [dpo@efund.fr](mailto:dpo@efund.fr).

If for the Purpose of this contract, the Client is processing data obtained from a European Union ("EU") data subject, the Client must be in compliance with the General Data Protection Regulation ("GDPR"). The Client represents and warrants that he is fully compliant with all GDPR provisions, including but not limited to the provisions for mandatory standard contractual requirements, data processing records, breach notification process, right to erasure, data privacy policy, fair processing notices, and data protection requirements for employee contracts. The Client represents and warrants that any data made available to him (mainly through the A form of the proposal) by the Consulting Company in the scope that is from an EU data subject will be processed and handled using the applicable GDPR provisions. If the Client becomes non-compliant with the GDPR, the Client will immediately notify the Consulting Company.

### ARTICLE 15. GENERAL PROVISIONS

This contract shall enter into force on the date of signature of the contract by authorized representatives of both Parties and effective on the date of publication of the contract in the Register of Contracts in accordance with Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such Contracts and register of contracts (the Law on Register of Contracts), as amended and will expire after the last payment is received if the project is successfully funded, or after the receipt of the EC mail of project rejection.

The Parties agree that performance provided mutually between the Parties under the subject matter of this contract prior to the effective date of this contract shall be credited towards performance under this contract.

Any amendments or supplements to this contract shall be made in written form.

This contract consists of seven (7) pages. The Parties agree that each may execute this contract and any amendment thereof by: (i) a hand-written signature on a hard-copy document; (ii) by an electronic signature (eIDAS compliant). Delivery by hardcopy, facsimile copy or electronically transmitted copy (e.g., Adobe PDF file format or DocuSign format) of this contract or any amendment thereof shall be deemed valid and acceptable to the Parties

For Czech University of Life Sciences Prague

Ing. Jakub Kleindienst  
*Bursar*

For Efund Group

Pierre Ponsar  
*President*