

# SERVICE CONTRACT

**Q-PLAN INTERNATIONAL ADVISORS PC** (hereinafter “**Party 1**”), 11 EL. VENIZELOU ST., P.C. 55133, KALAMARIA, THESSALONIKI, Greece, (VAT No. EL 099866632) and legally represented by [REDACTED] Legal Representative,

and

**CATRIN – PALACKÝ UNIVERSITY OLOMOUC** (hereinafter “**Party 2**”), KRIZKOVSKÉHO 511/8, OLOMOUC, ZIP 779 00, Czechia, (VAT No. CZ 61989592) and legally represented by [REDACTED]

and

**VYSOKÁ ŠKOLA BÁŇSKÁ – TECHNICKÁ UNIVERZITA OSTRAVA** (hereinafter “**Party 3**”), 17. LISTOPADU 2172/15, OSTRAVA - PORUBA, ZIP 708 00, Czechia, (VAT No. CZ 61989100) and legally represented by Prof. Vaclav SNASEL, Rector,

and

**CATEN - CENTER FOR ADVANCED TECHNOLOGIES AND ENGINEERING** (hereinafter “**Party 4**”), U PUJCOVNY 954/6, PRAHA 1-NOVE MESTO, ZIP 110 00, Czechia, (VAT No. CZ 23086254) and legally represented by Mr. Filip FINGL, Director,

collectively referred to as “the Parties”,

HAVE AGREED AS FOLLOWS:

## ARTICLE 1 – Subject

**The Parties** are interested in participating in a consortium (comprising of several entities, hereinafter referred to as “Partners”) willing to submit a proposal (in two stages) for a project to be funded under the **HORIZON EUROPE Framework Programme, call topic HORIZON-WIDERA-2025-ACCESS-01-01-two-stage: Teaming for Excellence** (hereinafter “Proposal”), coordinated by CATEN - CENTRE FOR ATOMIC ENGINEERING (hereinafter “the Coordinator”).

**Party 1** will provide hands-on expert support services for the preparation of the Proposal.

## ARTICLE 2 – Services description

The objective of the services provided by **Party 1** is to support the Partners in preparing a high-quality Proposal, that will be submitted on time, before the deadline set by the funding authority.

The following services will be provided by **Party 1** for the 1<sup>st</sup> stage Proposal:

- Evaluation of the 1<sup>st</sup> stage Proposal, including comments and suggestions for improvement in terms of: (i) enhancing the score of each section against the specific evaluation criteria of each one; and (ii) increasing the fit of the proposal to the scope, expected outcomes and impact of the call topic.

In case the 1<sup>st</sup> stage Proposal is approved, the following services will be provided by **Party 1**:

- Preparation of all sections of the 2<sup>nd</sup> stage Proposal (“Excellence”, “Impact” and “Quality and efficiency of the implementation”) in consultation with the Partners. **Party 1** will ask the Partners involved in each section to provide specific input related to this section as well as specific information related to their profiles, capacities, rates etc. and will thoroughly review it, in order to provide critical feedback and suggestions for improvement. **Party 1** will edit the texts of the Proposal to be submitted. Partners will provide the input requested by **Party 1** in line with the

deadlines and the format mutually agreed, so that the Proposal is prepared and submitted on time and in high quality.

- Preparation of the budget of the 2<sup>nd</sup> stage Proposal, in consultation with and significant input from the Partners and in line with the expected contribution of each Partner in the proposed project implementation (if the Proposal is selected for funding). The **Coordinator** will be consulted and informed regularly during the preparation of the budget of the Proposal. **Party 2** and **3** will provide the input requested by **Party 1** in line with the deadlines and the format mutually agreed, so that the Proposal is prepared and submitted on time and in high quality.
- Finalisation of the Proposal for submission on the Funding and Tenders Portal by the **Coordinator** following the relevant requirements of the funding authority.

### ARTICLE 3 – Remuneration

An **up-front payment** in an amount of **EUR 10.000** (ten thousand euro) will be paid by **Party 2** to **Party 1** for the preparation and timely submission of the 2<sup>nd</sup> stage Proposal regardless of if the Proposal is selected for funding. **Party 1** will issue a respective invoice within 15 days after the 2<sup>nd</sup> stage Proposal is submitted.

An **up-front payment** in an amount of **EUR 10.000** (ten thousand euro) will be paid by **Party 3** to **Party 1** for the preparation and timely submission of the 2<sup>nd</sup> stage Proposal regardless of if the Proposal is selected for funding. **Party 1** will issue a respective invoice within 15 days after the 2<sup>nd</sup> stage Proposal is submitted.

A **success fee** in an amount of **EUR 40.000** (forty thousand euro) will be paid by **Party 4** to **Party 1** only on condition the Proposal is selected for funding by a granting authority and a respective Grant Agreement is signed accordingly. **Party 1** will issue a respective invoice within 15 days after the 1<sup>st</sup> payment of the pre-financing is obtained by the Coordinator.

Payments to **Party 1** shall be made to the bank account below, within 45 calendar days following the issue of the respective invoice:

Account holder: Q-PLAN INTERNATIONAL ADVISORS PC

Name of bank: [REDACTED]

Branch: [REDACTED]

IBAN: [REDACTED]

BIC: [REDACTED]

In case 1<sup>st</sup> stage Proposal is not approved, no remuneration will be provided to **Party 1** and the contract is terminated.

This Contract is irrelevant to the project implementation (if the 2<sup>nd</sup> stage Proposal is selected for funding) and the remuneration mentioned above cannot be eligible for funding under the respective Grant Agreement to be signed, under any cost category (e.g. other costs, subcontracting, etc).

Each party is responsible for taking care of any tax and insurance obligations arising from this Contract according to the laws of its country.

### ARTICLE 4 – Applicable Law and settlement of disputes

This Contract shall be construed in accordance with and governed by the laws of Belgium.

The Parties shall endeavour to settle their disputes amicably. Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules.

The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon. In case the dispute is not resolved through mediation, the courts of Brussels, Belgium (unless otherwise agreed upon) will have exclusive jurisdiction over any dispute.

#### ARTICLE 5 – Administrative Provisions

All correspondence concerning administrative and legal aspects shall be addressed as follows:

##### For Party 1:

[REDACTED]  
Q-PLAN INTERNATIONAL ADVISORS PC  
11 El. Venizelou St., P.C. 55133, Kalamaria, Thessaloniki, Greece  
Tel.: [REDACTED] e-mail: [REDACTED]

##### For Party 2:

[REDACTED]  
CATRIN – PALACKÝ UNIVERSITY OLOMOUC  
Slechtitelu 27, Olomouc, ZIP 779 00, Czechia  
Tel.: [REDACTED]; e-mail: [REDACTED]

##### For Party 3

[REDACTED]  
VYSOKÁ ŠKOLA BÁŇSKÁ – TECHNICKÁ UNIVERZITA OSTRAVA  
17. listopadu 2172/15, Ostrava-Poruba, ZIP 708 00, Czechia  
Tel.: [REDACTED]; e-mail: [REDACTED]

##### For Party 4

[REDACTED]  
CATEN - CENTER FOR ADVANCED TECHNOLOGIES AND ENGINEERING  
U půjčovny 954/6, Praha 1-Nové Město, ZIP 110 00, Czechia  
Tel.: [REDACTED] e-mail: [REDACTED]

#### ARTICLE 6 – Confidentiality

The information that **Party 2, 3 and 4** will provide to **Party 1** during the preparation of the Proposal is proprietary knowledge of **Party 2, 3 and 4** and will be treated accordingly by **Party 1**.

Any Party receiving confidential information disclosed by the other Party will:

- i. not disclose it nor to permit the disclosure of it to any third party, and not to make it publicly available;
- ii. make use of the confidential information solely for the purpose of this contract.

The Party receiving confidential information undertakes to disclose it only to its personnel who:

- i. reasonably need to receive this information for the provision of the services of the Contract;
- ii. have been informed about the confidential nature of the information;
- iii. have agreed to be bound by equivalent obligations to those of the present contract.

#### ARTICLE 7 – Liability

**Party 1** does not provide any guarantee or will be liable for any outcome (i.e. non-selection of the Proposal for funding) of the services provided within the framework of this Contract.

The liability of **Party 1** shall cover fraud, willful misconduct, and gross negligence.

## ARTICLE 8 – Amendments or additions

The provisions of this Contract will be amended or supplemented only by means of a written, supplementary agreement initialled on each page and signed by each of the parties.

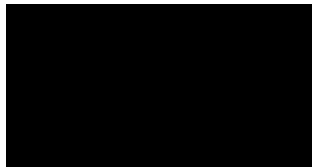
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For **Party 1**

██████████ Legal Representative  
electronic signature

For **Party 2**

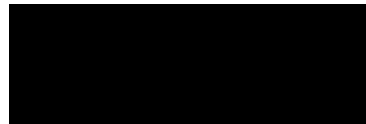
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For **Party 3**

Prof. Vaclav SNASEL, Rector  
electronic signature

For **Party 4**

Mr. Filip FINGL, Director  
electronic signature

prof.  
Václav  
Snášel CSc.

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prof. Václav Snášel  
CSc.

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Ing. Filip  
Fingl

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Ing. Filip Fingl

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