Date

xxxxx Client

xxxxx

xxxxx xxxxx

xxxxx Author

xxxxx E-mail

[xxxxx](mailto:a.molinari@uniresearch.com) Version

01

Call topic

xxxxx

Offer proposal development& coordination for the call xxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxx

# Preamble

xxxxx representing xxxxx (hereafter referred to as xxxxx) has invited xxxxx (hereafter referred to as xxxxx) to make an offer for proposal development services. The proposal (hereafter referred to as the Proposal) will be submitted in response to call *xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxx* and in the interest of the Proposal consortium members (hereafter together referred to as Consortium Members and individually as Consortium Member). xxxxx will act as designated proposal coordinator (hereafter referred to as the Proposal Coordinator). xxxxx is basing this offer on the information that the Proposal Coordinator has provided in relation to the Proposal.

# Services to be provided by xxxxx

The offered Proposal development services are to be carried out by xxxxx, in close collaboration with the Proposal Coordinator and known work package leaders (together referred to as The Core Group) with the following distribution of tasks and responsibilities. A matrix summarising these responsibilities (xxxxx) can be found in Annex A. xxxxx will be one of the Consortium Members and will be involved in project management as well as dissemination and communication activities.

* 1. Proposal coordination:
     1. xxxxx shall take responsibility for the Proposal development process, i.e. Proposal preparation planning & monitoring, chasing Consortium Members for information, completing the various tables (excluding WP tables), designing graphics, checking the received information on inconsistencies, final editing & layout and safeguarding a timely application. At least one feedback loop of the complete Proposal will be executed before final submission (deadline xxxxx).
     2. Consortium composition and creating a common understanding within The Core Group falls under the responsibility of the Proposal Coordinator. xxxxx will provide all necessary strategic (composition) and operational assistance (common understanding) such as consensus building with respect to project vision, ambition level, deliverables, innovation and business case (including post xxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxx).
     3. xxxxx will host an online platform for Consortium Members to share, exchange and archive information, to access, edit, review and comment documents.
  2. Meetings:
     1. xxxxx will participate and assist (if applicable) in one face-to-face meeting (by one xxxxx-consultant) with all Consortium Members. The meeting will be chaired by the Proposal Coordinator with xxxxx as moderator for specific agenda items.
     2. Meetings with The Core Group and/or Consortium Members will be held regularly in order to control the process in the sense of properly monitoring progress and facilitating the coordination of the bid development process. For this purpose, xxxxx will host and organise conference calls using the tool Teams or similar. During these conference calls decisions are taken, the planning and status of the Proposal checked, the work packages coordinated, and problems solved.

The Core Group and Consortium Members are expected to actively participate in these meetings.

* 1. Drawing up the technical part of the proposal (Part B):
     1. Excellence chapter (Ch. 1): xxxxx compiles this chapter using input such as slides, questionnaires, other projects, relevant reports/articles, references, technical information from The Core Group and Consortium Members regarding the project’s innovative concept, objectives, approach and state-of-the-art. xxxxx collects in The Core Group additional information on the innovative project concept, the project scope, objectives and project approach proposed. Based on this information and the results of a F2F (or online) meeting a first draft is prepared by xxxxx of section 1.1 (objectives and ambition) including call alignment, and section 1.2 (methodology) including concepts, models and assumptions that underpin the work. When these sections are sufficiently mature, and consensus is reached in The Core Group about the content, the work package leaders are requested to deliver content according to the structure made by xxxxx for section 1.1 and 1.2 concerning their ambition and assumptions underpinning their work. This iterative process of drafting the chapter and asking for required information is coordinated by xxxxx. At several points in time the Proposal Coordinator assesses (intermediate) versions of Ch.1 and is expected to safeguard the technical and scientific soundness of this section. The Consortium Members are expected to provide information about relevant R&D projects and their link to the Proposal, what data they think they will be generating and how they will deal with data in the frame of the project.
     2. Impact chapter (Ch. 2): xxxxx drafts section 2.1 (the project’s pathway towards impact) based on desk research, work sessions with and telephone interviewing of key Consortium Members. The Consortium Members are expected to provide information about their economic prospects, scientific / technical and structural prospects, business case, anticipated route to exploitation of the project results,

potential barriers and foreseen communication and dissemination measures. xxxxx drafts section 2.2 and 2.3 with input from all Consortium Members.

* + 1. Implementation chapter (Ch. 3): instructed by xxxxx, the work package leaders complete the work package tables in conjunction with their work package members and the other work package leaders. xxxxx checks the consistency of the work plan, and drafts the remaining part of the section 3.1 (i.e. a brief presentation of the overall structure of the work plan, Gantt chart, Pert chart, risk analysis & mitigation, milestones) based on input from Consortium Members.

xxxxx drafts section 3.2 (Capacity of participants and consortium as a whole) with the input from Consortium Members regarding e.g. their expertise, their access to critical infrastructure needed to carry out the project activities, their individual contribution to the project.

The Proposal Coordinator is expected to contribute significantly to and to safeguard technical soundness and consistency of the workplan and budget. The Consortium Members will provide the required information.

* 1. Application Forms (Part A) in Participant Portal
     1. Section 1 General Information – xxxxx fills this part in the Participant Portal with input from The Core Group (regarding acronym, proposal title, duration in months, and abstract for evaluators).
     2. Section 2 - Participants: xxxxx as coordinator contact in the Participant Portal adds and orders the participating legal entities in the Participant Portal. The Consortium Members complete their organisation data in the Participant Portal in the available administrative forms (including e.g. role of participating organisation in the project, relevant R&D projects and their link to the Proposal as well as 5 publications, widely-used data sets, software, goods and services relevant to the call). They receive instructions including a template by email from xxxxx that explains the filling of Section 2. If they prefer, xxxxx will fill the Participant Portal for them provided they deliver the relevant information to xxxxx in the template provided. Public bodies, Higher education establishments and Research organisations must answer questions about gender equality in the Participant Portal as well as researchers involved, too. The Consortium Members are expected to provide the names and key data of involved staff, 5 relevant articles and 5 projects and a description / justification of third parties involved and significant infrastructure, if relevant.
     3. Section 3 - Budget: the Proposal Coordinator with help from xxxxx builds a sound budget in accordance with xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx rules and consistency with the work plan. The Proposal Coordinator will lead the budget allocation debate and steers the Consortium Members to consensus in this respect within the boundaries set by the call fiche. xxxxx collects the required information from Consortium Members and enters the budget per Consortium Member in the

Participant Portal, making sure it is consistent with Part B section 3.1 and its tables (including justifications for ‘Subcontracting costs’ per Consortium Member, and purchase costs’ items, such as travel and subsistence, equipment and other goods, works or services, as well as Other cost categories). The Consortium Members are expected to provide information about their person month rates, amount of person months, justification of other direct project costs and subcontracting. xxxxx compiles this section in table format in Part B.

* + 1. Section 4 - Ethics and security: xxxxx collects the required information from Consortium Members, information from Part B and compiles this section in the Participant Portal. The Core Group are expected to check and provide additional information where required.
  1. Administrative process:
     1. xxxxx will inform partners about their role in and oversees the filling of the Participant Portal with the required information for the administrative part of the proposal (Part A) and ensures that the Proposal Submission Forms are correctly completed and that the information in the Participant Portal is consistent with Part B and vice-versa. Consortium Members are expected to actively enter the required organisational data in the Participant Portal themselves unless it is agreed xxxxx does it for them (provided they deliver the information in the xxxxx template). xxxxx will perform the final submission of the Proposal upon approval of the final Part A+B by the Proposal Coordinator.
  2. Quality assurance:
     1. xxxxx checks the received information from Consortium Members on inconsistencies and develops, checks for a consistent storyline.
     2. At least one feedback loop of the complete Proposal will be executed by xxxxx xxxxx. This feedback loop includes review by Consortium Members as well as review by xxxxx experts. xxxxx will send out the Proposal draft for review and will coordinate the feedback integration. All Consortium Members are expected to actively participate in each feedback loop.

The services provided by xxxxx are described above in paragraph a) to paragraph f) (hereafter referred to as Services). In the event that during the duration of the Proposal preparation, the Services change, parties hereby agree that these changes will be reflected in an addendum to this offer.

# Costs & terms

We are happy to offer the following terms and conditions for the Services.

Option 1: A basic fee of € 37,500, which shall be fully inclusive of all our costs related to the Services, excluding only venue costs for the F2F meeting and VAT. The basic fee of

€ 37,500 will be shared among the Consortium Members (except xxxxx) proportionally to their requested grant amount (excl. xxxxx budget)- also including funding from other national funding authorities e.g. from Switzerland - (hereafter referred to as Public Funding) in the final version of the Proposal. xxxxx shall invoice the amount for the basic fee to each Consortium Member that has selected this option upon submission of the Proposal, hence irrespective of the evaluation outcome.

In the event that the Proposal has passed the evaluation by the xxxxxxxxxxxxxxxx xxxxxxx’s services, xxxxx will be entitled to receive a success fee of 1.25% (net without VAT) of the maximum Public Funding amount awarded to the Consortium Members, (hereafter referred to as the Success Fee).

The Consortium Members (except xxxxx) will according to the provisions below contribute proportionally to the Success Fee by paying to xxxxx their share of the Success Fee in the following manner:

1. Calculate the % of funding each Consortium Member is supposed to receive from the funding authorities in relation to the maximum Public Funding amount awarded to the Proposal.
2. Multiply the % of funding for each Consortium Member (outcome of A) by the Success Fee.

xxxxx shall invoice the amount for the Success Fee to each Consortium Member that has opted for this option after receipt of the xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx’s pre- financing by the Proposal Coordinator.

Option 2: Alternatively, individual Consortium Members can opt for a full fixed fee agreement. In this option the fee payable will be € 60,000, excluding VAT, multiplied by the percentage of requested Public Funding amount by the Consortium Member in the final version of the Proposal in relation to the requested total Public Funding amount for the Proposal. xxxxx shall invoice the amount to each Consortium Member that has opted for this option upon submission of the Proposal, hence irrespective of the evaluation outcome.

In the event that the decision is taken by the Consortium Members not to submit the Proposal or not to sign the Grant Agreement with the xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, the fee (irrespective of the chosen fee option) will be replaced by an invoice for the actual hours worked against an hourly rate of EUR 160. The distribution of the costs for the actual hours worked between the Consortium Members (excl. xxxxx) will be based on the requested Public Funding ratio per Consortium Member in the latest draft of the Proposal budget.

All prices are excluding VAT. Invoices are due and payable within 30 days from the date of invoice.

Consortium Member VYSOKA SKOLA CHEMICKO-TECHNOLOGICKA V PRAZE (Technicka 5, 166 28 Prague 6, VAT: CZ60461373, hereinafter referred to as UCTP), currently expects to request a funding of maximum 270,250€, corresponding to 7% of the total budget of the Proposal (excluding xxxxx budget). This budget would correspond to a total amount to be invoiced to UCTP of:

Option 1: a basic fee of 2,726.48€ and a success fee of 3,3378.13€ Option 2: a fixed fee of max 4,362.37€

The actual to be invoiced amount will be determined after the Proposal has been submitted or the Consortium Members have decided not to submit the Proposal, and will depend on the total commitment of xxxxx up to that time as well as the relevant the Proposal budget.

# Proposal planning

At the start of the activities, the details will be agreed between the Proposal Coordinator and the xxxxx-proposal team.

# xxxxx bid development team

A team of experienced EU grant consultants supported by back-office staff will form the xxxxx Proposal preparation team. xxxxx (sr. EU grant consultant) will be the manager responsible for the contract, being the liaison between the Proposal Coordinator and xxxxx. xxxxx (EU grant consultant) and xxxxx (EU grant consultant) complete the Proposal development team.

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Our EU grant consultants have hands-on experience with the preparation and coordination of winning xxxxx proposals and projects. xxxxx won and managed well over 280 EU-funded projects with a proven overall success rate of approx. 67%.

# Period of validity of the offer and conclusion of an agreement

In view of the timeframe in relation to submitting the Proposal, this offer is open for acceptance by the Proposal Coordinator until xxxxx. An agreement is constituted between xxxxx and each Consortium Member upon signing this offer.

# Agreement

By signing the signature page, the undersigned organisations declare themselves to be in agreement with the Services as described in this offer. The following provisions shall apply to all parties to this offer and also to the agreement upon signature by each party.

1. This agreement shall be in effect from the date hereof and shall continue in force and effect until xxxxx is signed by xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxx; or shall automatically terminate in case the Proposal is not submitted to nor granted by xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, hereinafter referred to as the Term. The obligations of the parties under this agreement that by their nature would continue beyond expiration, termination or cancellation of this agreement (including, without limitation, the payment obligations) shall survive any such expiration, termination or cancellation.
2. Parties agree to participate actively in the preparation of the Proposal, i.e. to deliver the requested input necessary for composing the Proposal, to participate in Proposal preparation meetings, to allocate the necessary resources and to respect the Proposal preparation planning and set deadlines as well as the xxxxx.
3. Parties agree to, in case of a favourable evaluation of the Proposal, undertake all reasonable effort to join the consortium, to negotiate in good faith and if agreed to sign a Consortium Agreement between all parties before signing the xxxxx xxxxx with the xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx and to make funds and resources available in accordance with the contents of the Proposal.
4. Neither party hereto nor any affiliate, officers, directors, employees, agents or owners of any party hereto shall make any public disclosure of the content of and associated documentation and information related to this offer and/or this agreement without the prior written consent of the disclosing party, except as otherwise required by law and then only after consultation in good faith in advance with the disclosing party concerning the text, method of release and timing of any such announcement. Upon termination of this agreement, parties hereby agree to return and/or destroy any confidential information shared in accordance with this clause.
5. No Party shall be responsible to another Party for any indirect or consequential loss or similar damage or for any loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful misconduct or gross negligence
6. This agreement may be amended only by an agreement in writing executed by the duly authorized signatories of the parties.
7. Upon signature of this offer, Consortium Members grant the Proposal Coordinator and xxxxx permission to submit the Proposal also on their behalf after approval by each party.

xxxxx

Name: xxxxx

Position: Head of Growth Solutions Date:

Signature:

Select one of the options as specified in 3 Cost & Terms:

* Option 1: A basic fee plus a success fee.
* Option 2: A full fixed fee.

xxxxx

Name: xxxxx

Position: Director Date:

Signature:

Consortium Member

VYSOKA SKOLA CHEMICKO-TECHNOLOGICKA V PRAZE

Select one of the options as specified in 3 Cost & Terms:

Option 1: A basic fee plus a success fee. Option 2: A full fixed fee.

□

□

✔

Name: xxxxx

Position: vice-rector

Date:

Signature: