

SERVICE CONTRACT №C2025014

Institute of Biotechnology of the Czech Academy of Sciences, Průmyslová 595, 252 50 Vestec. Czech Republic
represented by prof. Bohdan Schneider, Director (hereinafter referred to as **“Mandator”**)

and

EFMC EUROPEAN FUND MANAGEMENT CONSULTING s.r.o., registry code 19482205, Rybná 716/24, Staré
Město, 110 00 Praha 1, Czech Republic, represented by owner Dr. Jitka Eryilmazova (hereinafter referred to as
“Mandatar”),

Separately or together named as **“Party”** or **“Parties”**, enter into this contract (hereinafter referred to as
“Contract”) on the following conditions:

1. SUBJECT OF CONTRACT

1.1. According to the contract, the Mandatar will provide the Mandator **services** set out in Annex 1 which
is an inseparable part of the contract at hand (hereinafter referred to as **“Service”**).

2. CONDITIONS OF PROVIDING SERVICES

2.1. The Service must correspond to the demands set out in legislation and in this contract.

2.2. The Mandator has the right to receive information about the progress of the provision of the Service
from the Mandatar at any time and to check the progress and quality of the provision of the Service.

2.3. The Mandator has the right to provide the Mandatar with directions on the provision of the Service
during the performance of the contract where necessary. On providing the Service the Mandator's
written and verbal directions are followed where possible. The Mandator is obligated to provide the
Mandatar with correct and complete information and documents in relation to the Service and to
provide additional explanations at the Mandatar's request.

2.4. The Mandatar does not have the right to give the rights or obligations arising from the contract to third
parties without the Mandator's prior written agreement.

2.5. The Mandatar will invoice the Mandator for the Service defined in Annex 1 (and if relevant in
amendments). The Mandator undertakes to pay according to the payment schedule defined in Annex
1. Not paying the bill by the required deadline gives the Mandatar the right of extraordinary
termination of the contract or to stop providing the Service.

2.6. The Parties expressly agree that any personal data made known to them by virtue of this Contract shall
be processed in accordance with the provisions of Regulation (EU) 2016/679 (the General Data
Protection Regulation, GDPR).

2.7. The Service is provided following the confidentiality rules described in article 3.

3. **CONFIDENTIALITY CLAUSE**

3.1. It is understood and agreed to that the below identified discloser of confidential information may provide certain information or data that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that:

The Confidential Information to be disclosed can be described as and includes:

- Invention description(s), technical and business information relating to intellectual property rights and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information financial data and financial projections, customers, clients, marketing, and current or future business plans and models, reports, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
- The use of the confidential information and data by the Mandatary shall be strictly limited to the carrying out of the services described. The Mandatary agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law, even after the termination of this contract.
- When the Service involve access to personal data, the Mandatary shall be regarded as responsible for confidential treatment of such data. The Mandatary agrees not to disclose the personal data obtained from the discloser to anyone.
- This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in written and signed by the parties.
- If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

4. **LIABILITY OF PARTIES**

- 4.1. The Parties are liable to each other for the quality and timely fulfilment of the contract obligations and for the service's accordance with the contract.
- 4.2. The Mandatary is obligated to notify the Mandator without delay of circumstances which affect or may affect the provision of the service and demand direction and information from the Mandator.
- 4.3. A complaint about not fulfilling the contract appropriately and a claim for implementing the rights of action named in the Law of obligations act §101¹ and about the payment of penalties or interest will be submitted to the other contractual party within 5 (five) calendar days from becoming aware of the circumstance on which the complaint is based.
- 4.4. If by breaching the contract damages are incurred on the other contract party or third parties, the party who caused the damages is obligated to remedy them.
- 4.5. Non-fulfilment or inappropriate fulfilment of contractual obligations will not be considered as breach of contract if it was caused by force majeure. The parties to the contract will consider force majeure as a circumstance, over which the contract parties have no control and which the contract parties did not or could not foresee on entering into the contract (LOA § 103*).
- 4.6. The Mandator shall submit the proposal by its own. The Mandatary bear no liability if the proposal is not submitted for any reason whatsoever.
- 4.7. The Mandatary provides support to the Mandator in the application for a funding from the European Commission and accepts no liability if the proposal is not selected or funded by the EC.

¹ * <https://www.riigiteataja.ee/en/eli/507022018004/consolide>

- 4.8. The Mandatary is not responsible for damages that may arise due to the incompleteness or incorrectness of the information received from the Client.
- 4.9. Each Party is an independent contractor under this Contract. The Parties agree that this Contract does not create any partnership, agency or any other relationship under which either Party may be deemed responsible for the acts or omissions of the other Party and this Agreement should not be construed so as to render the parties liable as partners or as creating a partnership or agency or any other similar relationship.

5. SETTLEMENTS

- 5.1. The prices of the services are set out in Annex 1 of this contract.
- 5.2. The Mandator will pay for the services according to the agreed terms set out in this contract and the invoice issued by the Mandatary.
- 5.3. The Mandator undertakes to pay the invoice before the delivery of the service as described in Annex 1.
- 5.4. In case the Mandator delays in payment, he is obliged to pay interest of 0,1% (nought point one per cent) of the amount unpaid by the deadline for each day the payment is delayed on the Mandatary's request.

6. VALIDITY, AMENDMENT AND TERMINATION OF THE CONTRACT

- 6.1. The contract will be seen as concluded when it has been signed by both contracting parties.
- 6.2. This contract shall enter into force on the date of its publication in accordance with Act No. 340/2015 Coll. of the Czech Republic, on special conditions for the effectiveness of certain agreements, the publication of such agreements and the register of agreements (the Act on the Register of Agreements), as amended, whereby Mandator shall ensure the publication of this agreement in accordance with the aforementioned Act.
- 6.3. The service is deemed to have been performed when the deliverables or support listed in the Annex 1 have been provided.
- 6.4. On the agreement of the Mandator and the Mandatary, the Mandatary can also perform other services for the Mandator. Therefore, the contract may be amended. The amendments will list the services and price and will be set out in writing as an annex of the contract. The contract also applies to the fulfilling of new tasks agreed upon according to this section.
- 6.5. The contracting parties have the right to terminate the contract at any time by notifying the other contracting parties 2 (two) weeks in advance or to terminate according to the law of obligations act § 101 section 1 part 4 and § 106*.
- 6.6. The contract shall be prematurely terminated by the Mandator, by mean of a notification, in case the Mandatary is in breach of the contract obligations. In this case, the Mandator and the Mandatary will first discuss an alternative way of completing the service. If not, they will negotiate the amount to be refunded.
- 6.7. If the contract is prematurely terminated by the Mandator, by mean of a notification, for no serious and measurable reason, the fee of the full service provided by the Mandatary will remain due by the Mandator.
- 6.8. At the end or on termination of the contract the Mandatary will give the Mandator all documents and items it got into its use for the duration of the provision of the service or what it has accumulated as a result of rendering the service or the collecting and passing over to the Mandator of which was a part or the purpose of providing the service.

7. REPRESENTATIVES AND DELIVERY OF MESSAGES

- 7.1. The representative of the Mandator is [REDACTED]

7.2. The Mandatary's representative is [REDACTED]

7.3. Communication between the Parties in relation to the contract must be either in written or electronic form, i.e. digitally signed, unless where the message is informative and its delivery to the other contracting party does not carry legal consequences. Communications will be delivered to the other contracting party at the postal address noted in the contract and digitally signed messages via email. A contracting party has to notify the other contracting party of a change of address immediately.

7.4. A communication (except an informative message) will be considered as delivered, where it has been handed over in exchange for a signature or the communication has been sent by recorded post to the other contracting party's postal address and five calendar days have passed from mailing or an electronic message has been delivered to the email address and the other contracting party has confirmed receipt.

7.5. An informative communication may be delivered via phone, fax, and other similar means or verbally.

8. OTHER CONDITIONS

8.1. On entry into the contract, the contract documents include, in addition to this contract text, also contract Annex 1.

8.2. In questions unregulated by the contract the parties will be guided by that provided about the authorisation agreement in the Law of obligations act.

8.3. Disputes arising in fulfilling the contract will be first settled through negotiations among parties. If an agreement is not reached within two weeks from the notification of the intention to negotiate the settlement of the dispute, the dispute will be settled according to the stipulations of the applicable legislation. The place of jurisdiction and the applicable law for all disputes arising from this contract is Prague (Czech Republic) and the Czech Law.

8.4. The contract is created in two identical copies, of which either contracting party keeps one.

EFMC European Fund Management Consulting s.r.o

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Jitka Eryilmazova, Ph.D.

Representative of Mandatary

Phone: [REDACTED]

Email: [REDACTED]

Institute of Biotechnology of the Czech Academy of Sciences

Průmyslová 595, 252 50 Vestec, Czech Republic

VAT: CZ86652036

Phone: XXX

Email : XXX

prof. Ing. Bohdan Schneider, CSc., DSc.

Representative of Mandator

Phone: XXXX

Email : XXX

Date: 26/05/2025

Date: _____

Signature: [REDACTED]

Signature: _____

European Fund Management Consulting s.r.o

Contact:

Tel: [REDACTED]

Email: [REDACTED]

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ANNEX 1 TO SERVICE CONTRACT № C2025014

Scope of Services: ERC-Advanced Review

Description of the service:

The ERC Advanced Proposal Review provided by EFMC is specifically designed to support researchers seeking the European Research Council (ERC) Advanced Grant. Our team of experts in ERC grant writing and evaluation has a proven track record of success in securing funding.

Our services focus on addressing evaluation criteria and ensuring full compliance with ERC guidelines. We help identify strengths and weaknesses in proposals, offering practical recommendations to enhance the overall quality and competitiveness of the submission.

Our comprehensive review process includes:

- Thorough feedback on draft proposals.
- Meticulous evaluation of each section.
- Tailored suggestions for improvement.
- Guidance on addressing potential reviewer concerns.

To provide meaningful and high-quality feedback, we kindly ask that the proposal be at least 80% complete across all sections. Our experts require a minimum of three full working days to thoroughly evaluate the proposal.

Economic offer:

The total price for the services described in this annex is **€2,500 excl. VAT**.

Payment Terms:

The Mandator agrees to settle the invoice within 14 calendar days from the date of issuance. Please note that payment must be made in full prior to the commencement of the review process.

Late Payment Clause:

In the event of a delay in payment, the Mandator agrees to pay interest of 0.1% (zero point one percent) of the unpaid amount per day from the payment due date until full payment is made, upon the Mandatary's request.



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**prof. Ing. Bohdan Schneider, CSc.,
DSc.** Representative of Mandator

Phone: XXXX

Email : XXXXX

Date: 26/05/2025

Date: _____

Signature

[REDACTED]

Signature:

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