

**Third Party Agreement  
(Article 11 of the Grant agreement)**

**Scientix 3**

**PARTIES:**

This Agreement is made and entered into by and between:

EUN Partnership aisbl  
whose registered office is at  
Rue de Treves 61,  
B-1040 Brussels  
Belgium  
VAT Registration Number: BE865 838 331  
(hereinafter referred to as "EUN") represented by XXX,

of the one part,

and

Dum zahranični spolupnice (DZS)  
whose registered office is at  
Na Porici 1035/4, 110 00 Prague, Czech Republic  
VAT Registration Number: CZ61386839  
(hereinafter referred to as 'the Third Party'), represented by XXX  
of the other part,

hereinafter referred to as the Party or Parties.

**RECITALS:**

**WHEREAS:**

On the 13<sup>th</sup> July 2016, EUN signed a Grant Agreement, number 730009, ("the Grant Agreement"), with the European Commission ("the Commission") under the terms of which EUN will receive a grant "(the Grant)" for executing a project entitled Scientix 3 ("the Project").

**WHEREAS:**

The Project is financed by the Commission as a CSA - Coordination and Support Action under the Science in Society programme of the Horizon 2020 Research and Innovation Framework Programme (H2020).

**WHEREAS:**

The Grant Agreement provides for a number of Ministries of Education STEM Working Group members referred to as "Third parties" to contribute to the work of the Project by organizing joint national/ Scientix events and referred here as "Activities". Examples of such Activities are more particularly described in Annex II of this Agreement.

**WHEREAS:**

The Third Party has indicated that it is willing to contribute to the work of the Project as part of the Ministries of Education STEM Working Group ("the Working Group") by carrying out the Activities which shall be approved in writing by EUN prior to them being carried out.

The Parties now wish to define how this contribution shall be organized, and the costs reimbursed within the framework of the Grant Agreement.

**The Parties have agreed as follows:**

The following Annexes form an integral part of this Agreement:

Annex I - The Bank account for the reimbursement of the costs of the Third Party

Annex II - List of Eligible Activities under Scientix 3

Annex III - The Grant Agreement

## Article 1 - Objectives

- The objective of this Agreement is to define the terms under which the Third Party shall act as a member of the Working Group which has the following remit:
  - o To monitor national STEM education policies in each country.
  - o To provide a platform of exchange for ministries of education regarding exchange of practice concerning national STEM policies.
  - o To promote national STEM initiatives via Scientix 3.
  - o To organize joint National/ Scientix 3 events.
  - o To support professional development of STEM teachers, both at initial teacher education level and also at in service training level.
- As a designated Working Group representative, the Third Party shall carry-out the Activities and be funded for the reimbursement of the costs of the Activities in accordance with the provisions of this Agreement. Examples of such Activities will be found in Annex I. All such Activities shall be approved in writing by EUN prior to them being carried out by the Third Party.
- The Activities shall be carried out and their related costs shall be incurred, in accordance with the provisions of the Grant Agreement, which is attached to and forms Annex III of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Grant Agreement, EUN shall inform the Third Party how such conflict shall be resolved.
- The Third Party shall ensure that the Activities shall be carried out and the costs shall be incurred in such a way that no act or omission in relation thereto shall constitute, cause, or contribute to any breach or non-compliance by EUN of its respective obligations under the Grant Agreement. In the event that such a breach occurs, the Third Party shall indemnify EUN in accordance with the provisions of article 11 of this Agreement.

## Article 2 - Duration

This Agreement shall come into force on the date when it is signed by the last Party and shall be effective as from the 1st of December 2016. The Activities shall be carried out and the related costs shall be incurred by the Third Party between the 1st of December 2016 and the 31<sup>st</sup> March 2019 ("Eligible period").

## Article 3 - Specific Undertakings of the Third Party

1. In addition to its other obligations and responsibilities under this Agreement, the Third Party specifically undertakes and represents:

- a. That it shall perform the Activities in a timely and correct manner and shall keep EUN informed promptly of any event or situation, which might affect the performance or quality of the said Activities.
  - b. That it shall provide the personnel, facilities, equipment and material necessary for it to be able to complete the Activities successfully.
  - c. That it shall have sole responsibility for the staff which implement the Activities and for the legal obligations incumbent on it, notably those resulting from employment, tax, social legislation or from its relationship with subcontractors.
  - d. That it will carry out the Activities in accordance with the normal professional and ethical standards applicable to its type of organization. In particular, it will comply with the legislation applicable in its country of residence relating to the protection of private data. In the event that the Activities require it to process private data, it shall ensure that it does so in compliance with such applicable laws and legislation. In connection with such processing, the Third Party accepts and acknowledges that it will be operating as a data controller.
  - e. That it will respond promptly to all requests from EUN for information and documentation with respect to the Activities implemented, including requests for supporting evidence and explanations for the costs which the Third Party has incurred, as well as information requested in the context of evaluations of the Project.
  - f. That it is not a Beneficiary under the Grant Agreement and that consequently, it has neither rights nor obligations of any kind with respect to the Commission. The Third Party shall be under the direct control and supervision of EUN and has no right to vote or participate in any decision-making body of the Project.
  - g. That in carrying out the Activities, it will comply with all the provisions of the Grant Agreement, including, in particular but not limited to, those provisions of the Grant Agreement dealing with the eligibility of costs (Articles 6, 10, 11 and 13) as well as any requirement detailed in Annex II of this Agreement.
  - h. That it will obtain the prior written approval of EUN for the Activities which it proposes to be carried-out under this Agreement. EUN may subject its approval to any condition or requirement that it thinks fit in particular in order to ensure that the Activities and their related costs are eligible. The Third Party shall request the written approval of EUN for the Activities at least 7 working days in advance of the Activities taking place.
2. The Parties shall use reasonable endeavours to ensure the accuracy of any information, documents or materials supplied under this Agreement and promptly notify the other Party of any error therein of which it is notified.

## **Article 4 - Maximum Funding**

1. Subject to the provisions of point 2 below, EUN will provide the Third Party with funding up to a maximum amount of 13,000 € (thirteen thousand euros) € to reimburse it for its eligible costs incurred in successfully carrying-out the Activities identified during the eligible period mentioned in article 1. The above amount shall exclude reimbursable VAT which is not an eligible cost under the Grant Agreement. Staff costs are also not eligible for funding under this Agreement. The maximum amount of funding shall not be increased even if the total eligible costs exceed the above amount.
2. The funding as described above shall be paid in accordance with the provisions of article 5 and 6 of this Agreement.

## **Article 5 - Reports**

1. The Third Party shall submit reports in compliance with the requirements of Article 20 of the Grant Agreement. The reports shall consist of a progress report, in the format to be specified by EUN, summarizing the Activities carried out in the period concerned and a financial statement for the costs incurred in the same period. The financial statement shall be submitted in with the template to be provided by EUN. The financial statement shall be sent to EUN with copies of proofs of the expenses incurred. These proofs shall include, without such list being limitative, copies of invoices, travel tickets, proofs of payment. Every financial statement shall be certified as being eligible, true and correct by the Third Party.
2. The reports detailed above must be sent to EUN at the latest by the 30th of the month following the end of the reporting period specified in Article 20 of the Grant Agreement. The first report from the Third Party will be due on the 31st October 2017 and shall cover the period from the 1<sup>st</sup> December 2016 until the 30<sup>th</sup> September 2017.
3. EUN may refuse any report or financial statement from the Third Party if such report or financial statement contains ineligible costs or activities which EUN reasonably believes will lead to that report being refused or rejected by the Commission.
4. The Third Party recognizes that its reports will be reviewed and approved by the Commission and that consequently EUN has no responsibility to the Third Party if the Commission rejects the report or declares items of expenditure as ineligible. Payments related to a report will be made in accordance with the provisions of article 6 of this Agreement.
5. EUN has the right to require the Third Party to supply information, data and documents, including justification for costs (this may also be required for the purposes of Certificates on the Financial Statements), to support the issues raised in the report received.

## Article 6 - Payments

1. Subject to the total maximum funding provision specified in article 4 of this Agreement, the amount of payment for any reporting period shall depend on the eligible costs accepted by the Commission for the costs incurred by the Third Party in the period concerned.
2. Payment to the Third Party for the costs incurred in any reporting period shall only be due and payable when the Commission has approved the report in question, accepted the costs claimed as eligible and the requisite payment for the Third Party has been received by EUN.
3. If the Commission reduces the claimed costs of the Third Party because of ineligible costs, then EUN will only be liable to pay the reduced amount.
4. EUN shall inform the Third Party as soon as practically possible when the payment from the Commission has been received and inform it of the amount of the payment for the period concerned. EUN may require the Third Party to provide it with a debit note or invoice in order to process the payment. If such a debit note or invoice is required, then the payment will be made within 30 days of such debit note or invoice date.
5. EUN shall not be liable for any delays in payment due to Commission delays in approving the progress report from EUN including the report from the Third Party. EUN will have no liability to the Third Party for delays in payment if the Project is suspended under the terms of Article 20.8 of the Grant Agreement or if payments to EUN are similarly suspended by the Commission.
6. All payments to be made to the Third Party shall be made to the bank account detailed in Annex I.
7. By way of exception to the payment provisions detailed in this article, the Third Party may elect to be reimbursed by EUN for each individual item of expense when it has been incurred. If the Third Party so elects, then it shall provide EUN with the accounting justification for the expense concerned in addition to a full description of the event or activity which gave rise to the cost being incurred. The accounting justification shall be accompanied by a debit note or invoice claiming the cost concerned and a certification that these costs are eligible, true and correct. Except as indicated as otherwise by EUN, this option of early payment shall not relieve the Third Party of producing the report detailed in article 5 of this Agreement. Any payment made under this provision shall be regarded as an advance until the report covering the activities and expenses incurred by the Third Party, has been approved by the Commission. Expenses not approved by the Commission will be subject to reimbursement to EUN.

## **Article 7 - Intellectual Property Rights**

1. The Parties confirm and agree that the copyright and all other proprietary rights related to any report, documentation, information, software, program and all other developments, products and concepts in any media whatsoever, prepared or created by the Third Party ("the Materials") pursuant to this Agreement shall be the sole property of the Third Party. However, the Third Party agrees to make the Materials freely available to any interested user under the terms of a Creative Commons Attribution-NonCommercial ShareAlike Licence. The Third Party also recognizes the rights of the Commission to use and publish any Materials in accordance with the provisions of Article 38.2 of the Grant Agreement.
2. The Third Party shall not incorporate knowingly in any report, documentation, information, software programme and all other developments, products and concepts in any media whatsoever, prepared or created by the Third Party pursuant to this Agreement, the proprietary rights (such as intellectual property rights or Proprietary Information) of any outside party unless that party has agreed in writing to such use or has granted a licence to the Third Party covering such use. In the event of breach of this provision, the Third Party shall indemnify EUN accordingly.

## **Article 8 - Assignment and Subcontracting**

The Third Party shall not assign the rights and obligations nor subcontract any of the Activities to be delivered under this Agreement except with the prior written authorization of EUN who may subject this approval to such conditions as it sees fit.

If the Third Party has to purchase, goods, works or services, as defined under Article 10 of the Grant Agreement, it will ensure that such purchases are made in accordance with best value for money, or if appropriate, the lowest price. The Third Party will also ensure that the Commission, the European Court of Auditors and the European Anti-Fraud Office can exercise their rights under Articles 22 and 23 of the Grant Agreement against any contractor.

## **Article 9 - Conflict of Interest**

The Third Party shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Activities under this Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the performance of this Agreement must be

notified to EUN in writing without delay. In the event of such conflict, the Third Party shall immediately take all necessary steps to resolve it.

## **Article 10 - Termination**

1. Without prejudice to any other rights EUN has to reduce payments or claim reimbursements of payments made if the services are not performed in compliance with the terms of this Agreement, EUN may, without any indemnity being due to the Third Party, terminate the Agreement upon written notice to the Third Party with immediate effect in the following circumstances:
  - a. If the Third Party is being wound up, is having its affairs administered by the courts, has entered into an arrangement with its creditors, is the subject of proceedings concerning those matters, or is any analogous situation arising from a similar procedure provided for in national legislation or regulations.
  - b. If a report submitted by the Third Party to EUN reveals serious problems, delays or failure to comply with the terms of this Agreement, which are either irremediable or which are not remedied within 30 days written notice from EUN.
  - c. In the event of a serious dispute with the Third Party which cannot be resolved amicably.
  - d. In the event of persistent failures to submit reports or deliverables on time or persistent errors in the reports or documents delivered.
  - e. If the Third Party is in substantial breach of its other obligations under this Agreement which is not remediable or which is not remedied after 30 days' notice in writing from EUN.
  - f. If the Grant Agreement is terminated for whatever reason. In such an event, the Third Party will receive the reimbursement of its costs for the Activities implemented up until the date of termination provided always that EUN receives the requisite payment from the Commission for those Activities.

## **Article 11 - Liability**

1. The Third Party shall be solely liable for and shall indemnify EUN against any and all claims, demands, costs, penalties, fines and expenses made against or incurred by EUN in respect or arising out of or resulting from:
  - a. Any negligent act, default or breach of statutory duty by the Third Party in the performance of the Activities under this Agreement;
  - b. Any substantial breach of its obligations under this Agreement;



- c. Any infringement or alleged infringement of any copyright or other industrial property right or other statutory protection by any report or other material or deliverable supplied by the Third Party pursuant to this Agreement.
2. Neither Party shall be liable under any circumstances and whether in contract, tort or otherwise, for any indirect or consequential loss or damage including without limitation loss of profits or of contracts.
3. Subject to the provisions of point 4 of this article, the total accumulated liability of the Third Party towards EUN under this Agreement shall in no case exceed the aggregate amount of the funding paid by EUN to the Third Party under this Agreement.
4. The above mentioned limitations of liability shall not be applied if the damage has been caused willfully or by gross negligence of the Third Party nor shall it apply to breaches of article 7 of this Agreement or to the rights of the Commission to claim damages or penalties as described in point 6 of this article.
5. If necessary or if not provided by its own institution, the Third Party shall take out insurance against risks and damage relating to the Activities to be performed under this Agreement if required by the relevant applicable legislation. The Third Party shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all relevant insurance contracts shall be sent to EUN should it so request.
6. The right of indemnification detailed in the first paragraph of this Article also extends to claims by the Commission for damages or financial penalties under Article 46 of the Grant Agreement in case such fault is attributable to the Third Party. The rights of indemnification are also in addition to any rights EUN has under this Agreement to reduce payments and claim reimbursements in the event the Activities are not performed in accordance with the terms hereunder.

## **Article 12 - Record Keeping**

1. The Third Party shall keep detailed records and accounting justifications for all payments made under this Agreement for a period of 5 years from the date of the payment of the balance by the Commission to EUN as specified in the Grant Agreement.
2. Such accounting records must be maintained in accordance with the provisions of the Grant Agreement.

## **Article 13 - Audits**

The Third Party hereby acknowledges and accepts that the Commission, the Court of Auditors and OLAF have the right of audit and review as detailed in Article 22 of the Grant Agreement, of the Activities and the reimbursement of costs covered under this Agreement. The Third

Party agrees to cooperate fully with EUN in the event of such audits and reviews and supply the auditors or EUN with whatever documents that the auditors may require to justify the funding the Third Party has received under this Agreement. The Third Party also agrees that such audits may take place at its premises and agree to give the auditors full access to their accounting documents and records if so required. If such audits and controls reveal that the Third Party has claimed ineligible costs, then these shall be reimbursed to EUN in accordance with the provisions of article 14 of this Agreement.

### **Article 14-Recoveries**

1. If a recovery is justified under the terms of this Agreement or under the terms of the Grant Agreement, including reimbursements of amounts pursuant to reviews carried out by the Commission or audits carried out under article 13 of this Agreement, the Third Party shall reimburse the amounts due within the time limits established in the Debit Note issued by EUN.
2. Failure to reimburse the amount due within the time limit set by EUN shall result in interest being charged at the rate specified in Article 44 of the Grant Agreement.

### **Article 15 - Force Majeure**

Neither party shall be held in breach of its obligations under this Agreement if it has been prevented from performing them by force majeure as defined and applied by Article 51 of the Grant Agreement.

### **Article 16 - Survival of Rights**

The termination of this Agreement, howsoever caused, shall have no effect on the provisions of this Agreement that are meant to survive such termination. This shall include, without this list being !imitative, the provisions relating to intellectual property rights, confidentiality, liability, record keeping, audits and recoveries as well as the provisions of this article.

### **Article 17 - Applicable Law**

This Agreement shall be governed by Belgian Law. In the event of dispute, the Parties shall at first try to resolve the dispute by amicable means. If an amicable solution is not possible, then the dispute shall be referred to the appropriate courts of Brussels.

### **Article 18 - Notices**

All formal notices to be served under this Agreement shall be validly served if sent by registered mail or recorded delivery to the address of the Party to be served indicated at the front of this Agreement.

### **Article 19 - Miscellaneous**

Nothing in this Agreement shall be deemed to create a partnership, joint-venture or agency between the parties. The Party has no right to represent the other Party and shall refrain from acting or behaving as though it had such right.

Signed

EUN Partnership aisbl

Dfun zahranični spolupraxe

XXX

XXX

Date: 20/04/2018

Date: 28. 5. 2018