SCIENCE CONNECT



Ref. 2018/P-GAČR18

4. SERVICES AGREEMENT

YOUR PARTNER IN SCIENCE

Between:

The European Science Foundation - Science Connect (ESF-SC)[[1]](#footnote-1)

1 quai Lezay-Marnésia 67080 Strasbourg Cedex

France

Represented by Jean-Claude Worms, Chief Executive,

Hereinafter known as "ESF-SC" or "the Service Provider"

and

Grant agency of the Czech Republic (GA ČR)

Evropská 2589/33b 160 00 Praha Czech Republic

Represented by Firstname Surname, Function,

Hereinafter known as "GA ČR" or "the Customer"

on the other hand,

Each one designated individually as 'the party', or collectively as 'the parties'.

Pursuant to the technical proposal, terms and conditions initially offered by the Service Provider and the ensuing negotiations, during which the ESF-SC has been able to ascertain its understanding of the nature and scope of the Customer's needs, requirements and goals, the parties have agreed on the following:

Once signed by both parties, this Service Agreement together with its Offer (Annex A) and Annex 1 (Distribution of panel members) detailing the procedure, the responsibilities, deliverables and timeline, shall form the agreement between ESF-SC and GACR.

The parties mutually commit to acting loyally and in good faith, bringing to the notice of the other party without delay any conflict, difference of opinion or difficulty encountered in the performance of the present contract.

ARTICLE 1. - DURATION OF THE AGREEMENT

This Service Agreement is concluded for the activity period starting on 1st April 2018 and ending on 31st December 2021.

The present timeline in this document covers the year 2018, the timelines for 2019, 2020 and 2021 will be agreed upon by the Service Provider and Customer at a later stage and in any case before 1st February 2019 for the year 2019, before 1st February 2020 for the year 2020 and before 1st February 2021 for the year 2021.

The timeline may be subject to revision and the agreement may therefore be extended to match the revised activity period through a written Addendum to the present agreement (cf. Article 9).

ARTICLE 2. - CONTEXT OF THE ASSIGNMENT

The Grant Agency of the Czech Republic (GA CR), an independent public organisation, wishes to have eight (8) scientific review panels set up for four years to support the assessment of research proposals submitted in the framework of their competitive calls for funding. The eight review panels will cover the main scientific disciplinary areas (see Offer (Annex A) -item 2).

Each review panel will be composed of 17 members. Members will be researchers from European countries, Czech Republic excluded, having at least 15 years of research experience and experience of assessing projects in international panels or committees.

Scientific assessment of research projects will be structured in two steps:

1. the panel members will shortlist the proposals that will undergo external peer review (decided during a vidéoconférence),
2. the review panels will meet physically to discuss the final evaluation of shortlisted projects, also taking into consideration the assessments collected from external experts.

ARTICLE 3. - DESCRIPTION OF SERVICES

3.1 Scope of Services to be provided

The Service Provider shall provide GA CR with a list of 136 review panel members (17 members for each panel) following GA CR's guidelines - including full name, contact details, research domain and keywords and corresponding disciplines as indicated in Annex 1 - in the frame of the support to the Czech Science Foundation scientific assessment processes, as described in this Service Agreement and related Offer (Annex A) and annex 1.

The Service Provider commits to carrying out the setting up of these review panels by identifying review panel members (WP1).

The ESF-SC commits to provide the requested number of review panel members following the timeline indicated in the Offer (Annex A) under item 3.2, assuming that the elements listed below are respected by GA CR. This will ensure an adequate

workload and timeline and therefore an adequate working conditions to review panel members.

* The maximum number of proposals to assess is 10 per member
* Research proposals will not exceed 50 pages
* Review panel members will have two full months to assess the proposals assigned to them
* Panel members have adequate operational support from the GA CR panel secretariat during their evaluation

It can be expected that in some cases, panel members will step down from their review panel during the ten week period before the review panel meeting or vidéoconférence. In such case, the ESF-SC will endeavour to secure alternate panel members.

However, the ESF-SC will not be required to identify an alternate if the review panel member resigns for any of the following reasons:

* Any point listed above and in the Offer (Annex A) under item 3.3 is not respected
* He/she faces a conflict of interest
* He/she considers that the proposals he/she has to assess are too far from his/her expertise to provide a meaningful evaluation
* The dates of the review panel meeting have been changed

The agreed principles, procedures and required activities of the full process are detailed in the Offer approved by both parties and attached to this Agreement as Annex A.

It has to be noted that, contrary to what is requested in tender document section 4 item 5, it is not possible, at this stage, to identify all potential panel members and to provide the list requested.

Any additional service or substantial change in the services compared to the attached Offer (Annex A) may be performed and delivered by the Service Provider upon either the Customer's or the Service Provider's written request(s) and according to terms and conditions to be agreed in writing by both parties (cf. Article 9 - Amendments to the mission).

3.2 Milestones & Deliverables for 2018

The Service Provider shall perform and deliver to the Customer the tasks detailed in the Offer, and for which the milestones and deliverables are summarised below. Acceptance by the Customer shall ensue within seven days after receipt of the deliverable(s) by the Customer.

In the event that acceptance criteria have not been specifically defined by the parties, then acceptance shall be carried out by the Customer acting in good faith, taking into consideration its mentioned goals, the functional description of its needs and the intended usage of the Deliverables.

|  |  |  |
| --- | --- | --- |
| WP n" | Milestones | Deliverables |
| WP1 | Identification of review panel members | Dl Deadline: TBD/2018A list of 136 panel members (including tile, full name, contact details, research domain and keywords; corresponding discipline (see annexl). Excel format |
|  | List for each review panel | D2.1-D2.8 Deadline: 25/06/2018 until 04-09/2018For each review panel - one list of attending panel member for the 2018 meeting |
|  | List for each review panel | D3.1-D3.8 Deadline: TBD/2019For each review panel - one list of attending panel member for the 2019 meeting |
|  | List for each review panel | D4.1-D4.8 Deadline: TBD/2020For each review panel - one list of attending panel member for the 2020 meeting |
|  | List for each review panel | D5.1-D5.8 Deadline: TBD/2021For each review panel - one list of attending panel member for the 2021 meeting |

The deadlines of deliverables for 2019, 2020 and 2021 will be agreed upon by the Service Provider and Customer. The agreement may therefore be amended through a written Addendum to the present agreement (see article 9).

It is understood that the Service Provider will be able to perform within the agreed deadlines for milestones and deliverables only on the condition that all necessary input is duly provided within the agreed timeline (see Offer (Annex A) -item 3.2) by the Customer.

ARTICLE 4. - SERVICE FEES and PAYMENT SCHEDULE 4.1 Service fees

ESF is a non-profit association under French law and is therefore not subject to any commercial tax, including VAT. The amounts indicated as payable to the Service Provider, under this Services Agreement are therefore considered as all-inclusive.

The maximum amount to be invoiced to GA CR will be 74 900 € - This amount is based on the following estimates:

|  |  |
| --- | --- |
| ESF service fees and employment costs Overheads (35 % of staff costs) | 55 482 € 19 419 € |
| TOTAL | 74 901 € |

4.2 Payment schedule of the service

Payment by the Customer is conditioned upon:

* the performance of the services and of the deliverables in accordance with this Service Agreement and as detailed within the associated Offer (Annex A);
* the issuing of invoice by the Service Provider in compliance with this Services Agreement and carrying reference to this applicable Service Agreement and related services.

The ESF shall invoice the GA ÊR in 5 instalments as stipulated below: For 2018

■ Instalment 1 14 980 €

The instalment is payable upon delivery of nomination of all panel members to ESF by GA CR (TBD/2018). It corresponds to 20% of the total amount.

■ Instalment 2 14 980 €

The instalment is payable after the panel meetings to be held on TBD/2018. It corresponds to 20% of the total amount.

For 2019 - The ESF shall invoice the GA CR in 1 instalment as stipulated below:

Instalment3 14 980 €

The instalment is payable after the panel meetings to be held in 2019 (date to be determined). It corresponds to 20% of the total amount.

For 2020 - The ESF shall invoice the GA CR in 1 instalment as stipulated below:

■ Instalment 4 14 980 €

The instalment is payable after the panel meetings to be held in 2020 (date to be determined). It corresponds to 20% of the total amount.

For 2021 - The ESF shall invoice the GA CR in 1 instalment as stipulated below:

■ Instalment 5 14 980 €

The instalment is payable after the panel meetings to be held in 2021 (date to be determined). It corresponds to 20% of the total amount.

The timelines for 2019, 2020 and 2021 will be agreed upon by the Service Provider and Customer. The agreement may therefore be amended through a written Addendum to the present agreement (see article 9).

4.2 Invoicing instructions

The invoices shall be issued by the Service Provider according to the present agreement in two original copies, established in the name and address of the customer stipulated below:

Grant agency of the Czech Republic (GA CR)

Evropskâ 2589/33b

160 00 Praha

Czech Republic

Customer reference to be indicated on Invoice (if necessary):

The invoices shall be sent to: Full Name address address

postal code - city

Country

Tel.

Email:

Invoices shall be paid, for the relevant amount net of bank charges, within 30 (thirty) days from the date of receipt by the Customer on the following bank account of the Service Provider, denominated in euro and identified as follows:

Bank: Crédit Agricole Alsace Vosges

Account holder: ESF FON DATI ON EUROPEENE SCIENCE
Account: ESF NEW ACTIVITIES

BIC: AGRIFRPP872

I BAN: FR76 1720 6000 7063 0392 2289 670

Reference to be indicated on transfer: P-GACR18

The Service Provider may not invoice to the Customer any additional service or any substantial changes in the Services in excess of the agreed price, except when (i) the Service Provider has sent in advance and in writing, a detailed quotation to the Customer; and (ii) the Customer has expressly and in writing approved the quotation by way of written Amendment (cf. Article 9); and (iii) the invoicing complies with the approved quotation and the provisions of the related Amendment.

ARTICLE 5. - PERSONAL DATA

Each party is responsible for complying with the "European Directive on Personal Data Protection (GDPR)" and the provision on data protection applicable within their respective country with regard to personal data provided either way to carry out the present contract. The Service Provider is allowed to retain a copy of the data from the present mission for archival purposes and to meet its own legal and regulatory obligations.

The ESF may use tools potentially made available by other companies. The ESF guarantees that the necessary steps have been taken regarding the security of the data.

ARTICLE 6. - CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT

All personal data and information provided to the customer by the service provider is of a strictly confidential nature and should be treated as such. In parallel, identity and personal data of all experts involved in the process will be kept confidential by the Customer and the Service Provider throughout the process. All data provided should not be used for any other purpose than the one stated in this services agreement.

The signature of this services agreement includes therefore a confidentiality and non­disclosure agreement.

ARTICLE 7. - OWNERSHIP AND USE OF RESULTS

The present contract being one of provision of services, the Customer will be the owner of all results, information and deliverables, hereinafter known as 'Results', whether patentable or not, obtained during the mission. Ownership of the Results is not, however, conclusive until after payment of invoiced fees and expenses. The customer will be entirely free to decide on the use and application of the Results.

The methodology, know-how and infrastructure applied and/or developed by the Service Provider in carrying out the mission remain the property of the Service Provider, who is free to use, share, protect, publish and freely exploit them.

ARTICLE 8. - USE OF NAMES AND OTHER MEANS OF IDENTIFICATION

The parties will define together the rules for the use of their respective names or other means of identification before any communication related to the mission is made.

ARTICLE 9. - AMENDMENTS TO THE MISSION

Any amendments to the content and duration of the mission, the delivery schedule, the achievement of the assignment and/or to the related cost during the operation of the present contract, will entail the prior agreement of both parties in the form of a written and signed Addendum, to become an integral part of the present contract.

ARTICLE 10. - CANCELLATION

Cancellation of the present Contract can be made through consensus between both parties. The agreed cancellation must be confirmed in writing and signed by an authorised representative of each party.

In case of cancellation, all costs incurred by the Service Provider duly supported by documentation up to the time of receiving the notice shall be paid by the Customer.

ARTICLE 11.-TERMINATION

The contract will continue until the fulfilment of all obligations set forth in it, in accordance with the timeline provided under Article 1, unless ended earlier in accordance with the above Article 10, or this Article 11.

Either party may terminate the present contract and the parties' respective obligations in respect of the services (save for those rights which accrued before such termination) immediately upon written notice to each other, if the other:

defaults on its obligations under the contract, and if such default is remediable, fail to remedy the default within 30 days of that party being notified in writing of the default;

or

becomes insolvent or has a receiver of its assets appointed or goes into liquidation or makes a composition with its creditors.

This termination will become effective 30 days after the issue of a registered letter with proof of receipt to describe the default, unless the party concerned fulfils its obligations or provides proof of the failure through force majeure[[2]](#footnote-2) within this period.

Exercise of the right to terminate the contract does not exempt the defaulting party from fulfilling its contractual obligations up to the new date of termination of the contract.

In the event of early termination, for whatever reason, the fees due to the Service Provider will be calculated according to the services rendered in line with the terms of the contract, up until its termination and, if applicable, to include those services necessary to complete the work in hand (which must be agreed by both parties).

The provisions contained in the articles 'Ownership and use of results', 'Applicable law' and 'Disputes' will remain in force despite termination or cancellation of the present contract.

ARTICLE 12. - SEVERABILITY CLAUSE

Should any of the clauses of the present contract become obsolete, invalid or void according to the law or a settlement or a final court decision, such clause will be deemed unwritten and will not affect the enforceability of the contract as a whole.

The parties will do their utmost to reach agreement on the replacement of such a clause by an equivalent provision respecting the spirit and economics governing the signature of the present contract.

ARTICLE 13. -APPLICABLE LAW

It is specifically agreed between the parties that the present contract is governed by French Law.

ARTICLE 14. - DISPUTES

In case of any disputes arising from the present contract regarding its validity, interpretation, performance, termination and subsequent consequences or outcomes, the parties will first attempt in good faith to resolve the dispute out of court.

In case no solution can be found, the parties agree to submit the case to the exclusive jurisdiction of the French courts, the contract being governed by and construed in accordance with French Law. The tribunal of Strasbourg shall have jurisdiction to hear any dispute under this agreement.

ARTICLE 15.-VARIOUS

The provisions of the present contract cancel and replace all declarations, negotiations, commitments, oral or written communications, assumptions, prior agreements and understandings between the parties on the measures concerned by the contract or for which it provides.

ARTICLE 16. - CONTACT PERSONS for the MISSION

For the Customer - Grant agency of the Czech Republic (GACR)

|  |  |
| --- | --- |
| Project Management | Operational/Administrative matters |
| Name: |  | Name: |  |
| Tel n°: |  | Tel n": |  |
| Email: |  | Email: |  |

For the Services Provider - European Science Foundation - Science Connect (ESF-SC)

|  |  |  |
| --- | --- | --- |
| Project Management | Operai | "tonal/'Administrative matters |
| Name: | Nicolas Walter | Name: | Isabelle Vonesch |
| Tel n°: | +33 (0)3 88 76 71 66 | Tel n°: | +33 (0)3 88 76 71 09 |
| Email: | nwalter@esf.org | Email: | ivonesch@esf.org |

All notices to be served by one of the parties to the other party in respect of the Services under this Agreement shall be sent to the Project Manager of the other party.

This agreement and its annexes have been drawn up in duplicate, each party receiving an original, with the Agreement and Annex A and 1 duly initialled and signed by both parties.

For the Customer: For the Service Provider:

Grant agency of the Czech Republic European Science Foundation - Science
(GACR) Connect (ESF-SC)

Name: **Alice Valkárová** Name: Jean-Claude Worms

Function President Function: ESF Chief Executive

Date………………………………………. Date ..22.February

Signature Signature

ANNEX A: Approved OFFER

(to be initialled and signed by both parties)

1. Local non-profit Association recorded with the Registry of Associations of the Tribunal d'Instance of Strasbourg, Volume 35, Folio 7. [↑](#footnote-ref-1)
2. Neither party shall incur any liability to the other in the event that it is delayed in the performance of its obligations under the contract solely by force majeure, where "force majeure" shall mean any cause of delay beyond the reasonable control of the party liable to perform unless conclusive evidence to the contrary is provided. [↑](#footnote-ref-2)