

## DOORS Beneficiary Third-Party Agreement

Pilot: Development of the content marketing of the collection in the Regional library of Zilina

### Contracting parties

- (1) Association Européenne des Expositions Scientifiques, Techniques et Industrielles aisbl / Ecsite AISBL – The European Network of Science Centres and Museums a non-profit organization incorporated under the laws of Belgium with company number 0443.655.135 and having its registered office at Av. Louise 89/7 B-1050, Brussels, Belgium, hereinafter referred to as **“Ecsite”**;
- (2) Regional Library of Zilina a legal entity under the laws of Slovakia with company number 00185752 and having its registered address at A. Bernoláka 47 hereinafter referred to as the **“Beneficiary third-party”**, duly represented by Katarína Šušoliaková.

Together the **“Contracting Parties”** or individually the **“Contracting Party”**, have agreed to the following terms and conditions, including those in **Annexes 1-10** which form an integral part of the agreement (hereinafter referred to as the **“Contract”**).

### 1. General provisions

1.1. Initiated by Ars Electronica, MUSEUM BOOSTER and Ecsite, DOORS – Digital Incubator for Museums, seeks to give small and medium-sized museums across Europe an opportunity to steer the direction of the sector’s digital transformation. The challenges of digitalisation are disproportionately found within small museums where the technologies and expertise to launch and sustain digital strategies are usually unattainable.

DOORS wants to reduce the digitalisation gap by creating the space for small institutions to voice their needs and offering them access to knowledge, resources, expertise, and an incubation and skill-building programme.

During 2 years, experts from the museum sector, creative & tech industry and the consortium will address several objectives:

- Identify and assess the digital needs of the European museum community.
- Develop a diagnostics tool that allows museums to assess and understand their digital maturity level.
- Engage 40 museums and tandems of cultural organisations in a unique incubation programme.
- Create an incubator for museums to address their digital transformation and enable the development and realisation of pilot projects together with experienced technical partners.
- Foster collaborations and exchanges among museums, experts from the creative and tech industry and cross-fertilisation with other sectors.
- Contribute to the collective knowledge with an E-Publication - Guidelines for a Digital Transformation.

To participate in the DOORS incubation programme, museums (and collaborative tandems) had to submit proposals for digital pilots that can benefit their institutions and help them set the stage for a long-term digital transformation:

- 40 museums (the beneficiary third-party) have been selected to take part in the first stage of the incubation programme (referred to as “**Stage 1**”) (April 2022 - June 2022) focused on shared learning. Each of them will get the chance to refine their proposals and apply for the second stage of the incubation programme (referred to as “**Stage 2**”). Beneficiary third-parties taking part in Stage 1 who do not apply for Stage 2 will automatically be considered ineligible for Stage 2 and excluded from the call for proposal. Ecsite is not responsible for any consequences or damages suffered by the Beneficiary third-party if not selected for Stage 2.
- 20 museums will be selected to continue in Stage 2 (November 2022 - July 2023) with the practical implementation of their digital pilots.
- For all organisations not selected to enter in Stage 2, the contract will be terminated.
- The museums selected to continue in Stage 2 will have to agree on and sign an amended version of this contract with milestones, obligations and payment schedule that will be described in Annex 1A.

1.2. Ecsite acts on behalf of the consortium, comprising Ecsite, Ars Electronica Linz GmbH & Co KG and MUSEUM BOOSTER (hereinafter referred to as the “**DOORS Consortium**”).

1.3. The European Commission (hereinafter referred to as the “**EC**”) and the DOORS Consortium have signed Grant Agreement no 101036071 for the implementation of DOORS - Digital incubator for museums as part of the H2020 Framework Programme for Research and Development (hereinafter referred to as the “**EC Grant Agreement**”).

1.4. DOORS has as one of its major objectives the distribution of EC Horizon 2020 funding to beneficiary third-parties (small and medium-sized museums and cultural organisations) for the purposes of helping them start or achieve strategic advancement in their digital

transformation by means of two competitive calls as described in Annex 2 (hereinafter referred to as the **“DOORS Project”**).

The DOORS Project has been positively evaluated and is therefore entitled to receive funding and distribute funding according to the terms and conditions set out under this Contract. The funds which will be received by the **Beneficiary third-party** under this Contract are provided by the EC. Ecsite has been tasked by the EC to manage these funds.

1.5. This Contract defines the framework of rights and obligations of the Contracting Parties under the specific project submitted by the Beneficiary third-party (Annex 5) and that has been awarded funding under the DOORS project Development of the content marketing of the collection in the Regional library of Zilina, hereinafter referred to as the **“Pilot project”**, as further described in Annex 1.

1.6. Annex 4 of this Contract is the Declaration of Honour, which the Beneficiary third-party certified by authorised signature at the application stage. Annex 4 sets out the declarations to which the Beneficiary third-party must adhere. Breach of the provisions of Annex 4 shall be considered a material breach of the Contract.

## **2. Entry into force of the Contract and termination**

2.1. This Contract shall enter into force on the 19<sup>th</sup> of May 2022, hereinafter referred to as the **“Effective date”**. The first Contracting Party (the Beneficiary third-party) has to send two original copies of the contract via post mail to the other Contracting Party. The Contract shall continue in full force until complete fulfilment of all obligations undertaken by the Beneficiary third-party for the Pilot project, estimated to be approximately three (3) months duration and as agreed in Annex 1. Termination of the Contract will be subject to the terms and conditions set out in Clause 14, below.

2.2. The provisions relating to Intellectual Property Rights, Data Protection, Information and Dissemination, Financial Audits and Control, Liability, Applicable Law, Settlement of Disputes and Confidentiality (specifically for the time period set out in Clause 8 below) shall survive the expiration or termination of the Contract.

## **3. Performance obligations and responsibilities of the Beneficiary third-party**

3.1. The Beneficiary third-party undertakes to take part in the efficient implementation of the Pilot project and to cooperate, perform and fulfil promptly and on time, all of its obligations set out in this Contract and in particular Annex 1, Annex 1A, Annex 2 and Annex 4 for use of the Data as may reasonably be required and with a duty of good faith and compliance with the

Privacy Statement (Annex 8) accompanying the call documents as defined in Annex 2 (Guide for applicants).

3.2. The Beneficiary third-party will comply with the obligations as set out in this Contract and Annexes 1, 1A, 2 and 4, in particular:

3.2.1. The Beneficiary third-party will use the allocated funding for the sole purpose of carrying out the Pilot project and in accordance with the requirements of Article 6 of the EC Annotated Model Grant Agreement hereinafter referred to as the “**AGA**” (Annex 7).

3.2.2. The Beneficiary third-party shall immediately inform Ecsite of any changes in status or circumstances that may lead to a delay in or inability to perform its obligations under the Contract.

3.2.3. The Beneficiary third-party shall not assign its rights, duties or obligations under this Contract to any person or entity, in whole or in part and any attempt to do so shall be deemed a breach of this Contract.

3.2.4. The Beneficiary third-party shall comply with the terms of the Declaration of Honour incorporated by reference as Annex 4.

3.2.5. The Beneficiary third-party shall keep all records relating to the Project including financial records for Eligible Costs as set out in Article 6 of the AGA for a period of seven (7) years from the termination or expiry of this Contract.

3.2.6. The Beneficiary third-party shall comply with all relevant laws including but not limited to anti-corruption and anti-bribery, data protection, equality and ethics including compliance with the Privacy Statement (Annex 8) and Section 4 of Annex 4 (Declaration of Honour) and accompanying the call documents.

3.3. The Beneficiary third-party shall also comply with the following specific obligations in relation to DOORS:

3.3.1. Populate and maintain a contact sheet with key contact details of staff;

3.3.2. Provide a short description of the institution, a short abstract of the pilot proposal (max. 1000 characters) and photos with credits to the Ars Electronica communication team within 3 weeks of signing this contract. The materials will be placed on the [DOORS website](https://ars.electronica.art/doors/en/) (<https://ars.electronica.art/doors/en/>);

3.3.3. Update any team changes and communications data to Ecsite as soon as reasonably practicable and in any event, no later than seven days following the relevant change;

3.3.4. Work to promote the DOORS project and its mission, as well as the Digital transformation programme of the EU;

3.3.5. Use the DOORS brand appropriately in its communications as agreed with the DOORS project mentor, including but not limited to DOORS logo and mention of participation in the DOORS Project on Beneficiary third-party website; and

3.3.6. Do nothing that may have an adverse effect on the reputation of the DOORS Project or DOORS Consortium members.

### 3.4 Deliverables and obligations

3.4.1 Participate in all the incubation programme activities as described in Annex 1 for Stage 1 (April 2022 - June 2022). If selected for Stage 2 (November 2022 - July 2023), mandatory activities will be described in Annex 1A that will amend this particular agreement.

3.4.2 Dedicate a project coordinator for the whole duration of the project.

3.4.3 Produce a diagnostics report based on the diagnostics framework provided by DOORS' team during Stage 1 as described in Annex 1.

3.4.4 Use the project's online workspace.

3.4.5 Agree with the Open access publication policy of DOORS project (Annex 9).

3.4.6 Submit a final evaluation report at the end of Stage 1 (June 2022)

3.4.7 Half of Stage 1 grant (€750) has to be used to cover the mandatory workshops participation fee. The Beneficiary third-party will receive an invoice from a training provider selected by the DOORS Consortium. Payment of the mandatory workshops participation fee will be released no later than fifteen (15) days upon receipt of the invoice. If not, the Beneficiary third-party will be automatically considered ineligible for Stage 2 and excluded from the call for proposal.

3.4.8 *Communication & dissemination obligations, on the following channels (further detailed in [Annex 9](#))*

- Website;
  - Announcement of selection/participation in the incubation programme. This must include the following credit line:  
  
*"[MUSEUM NAME] is part of the DOORS - Digital Incubator of Museums network. DOORS has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement No 101036071".*  
  
**The credit line must be accompanied by the EU logo and the DOORS logo.**
  - Testimonial at the end of each stage about the outcomes/ experience etc;
  - *(Optional) short updates about the incubation activities and their involvement;*
  - *(Optional) one short article about museum digitalisation (topics covered in the incubation programmes, topics of interest in their context, learnings etc.).*
- Social Media: min. 1 post/participating institution throughout Stage 1;  
  
 Topics can include but are not limited to: important announcements (selection, incubation programme kick off, post-event/activities reviews, public events announcements etc.) and/or storytelling around museum digitalisations & other topics related to the incubation programme.

- Final Report on the Communication Activities (including links & metrics). The DOORS communication team will provide a report template;
- *Newsletters: optional, but highly encouraged;*
- *Press releases: optional, but highly encouraged;*
- *Further optional dissemination activities, such as:*
  - *Present DOORS and the pilot in at least one local or national conference or event;*
  - *Engage with local policy-makers to showcase what the project has achieved in their museum.*

The present communication measures concern the beneficiary third-parties of Stage 1. Further communication activities will be requested from beneficiary third-parties of Stage 2.

3.4.9 Any other deliverables according to the workplan agreed with DOORS during negotiations as part of the amendment (Annex 1A)

## 4. Conflict of Interests

4.1. The Contracting Parties agree to take all measures to prevent any situation where the impartial and objective implementation of the Pilot project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ("**Conflict of Interest**").

4.2. Each Contracting Party must formally notify the other Contracting Party without delay of any situation constituting or likely to lead to a Conflict of Interest and immediately take all the necessary steps to rectify this situation.

4.3. The DOORS Consortium will notify the EC without delay of a Conflict of Interest of either the Beneficiary third-party or of Ecsite.

4.4. The Contracting Parties agree to take any reasonable measures notified to the DOORS Consortium by the EC to rectify a Conflict of Interest.

## 5. Breach of contractual obligations

5.1. In the event a Contracting Party breaches any of its obligations under this Contract, the other Contracting Party will give written notice requiring that, where possible, such a breach is to be remedied within thirty (30) days. In case the defaulting Contracting Party has not remedied the breach within the notice period, or a remedy is not possible, the other

Contracting Party may decide to terminate the Contract unilaterally. In case the Beneficiary third-party is the defaulting Contracting Party, Ecsite may take measures to secure from the Beneficiary third-party the repayment of the payments already received.

5.2. For the avoidance of doubt the following sets out a non-exhaustive list of events that will constitute a breach:

5.2.1. Ecsite identifies that the Beneficiary third-party has breached its obligations under the Contract;

5.2.2. The Beneficiary third-party has changed the nature of its business or ceased its activities and therefore is not able or willing to continue the Project; or

5.2.3. The Beneficiary third-party breaches the provisions of the Declaration of Honour set out at Annex 4, including but not limited to the Ethics and General Data Protection Regulations in Section 4.

## **6. Funding and financial provisions**

6.1. The financial contribution to the Beneficiary third-party in Stage 1 is to be specified in the Project description included in Annex 1.

6.2. The set financial contribution to be granted to the Beneficiary third-party in Stage 1 will be a lump sum financial contribution of one thousand five hundred euros (€1,500).

6.3 If selected to progress in Stage 2, the financial contribution to the Beneficiary third-party shall be specified in the Project description included in Annex 1A. This Annex will be established after selection by the jury during the negotiation phase with the pilot in November 2022.

6.4. If selected to progress to Stage 2 of the incubation process, the maximum financial contribution to be granted to the Beneficiary third-party will not exceed twenty-seven thousand euros (€27,000) per pilot based on individual cost estimation of the proposed pilot. No lump sum will be paid, but each pilot will be accounted based on its actual spending with a maximum of the initial foreseen budget. The amount granted for Stage 2 cannot be disputed by the Beneficiary third-party.

### **Distribution of the financial contribution**

6.5. The financial contribution to be granted to the Beneficiary third-party shall be calculated and distributed for the following “Eligible Costs” and born during the eligibility period only:

6.5.1. Personnel: hiring of personnel who are directly involved in the execution of the plan for the incubation period (Stage 1 and 2) of the action related to the DOORS project.



6.5.2. Equipment: Equipment needed for the execution of the plan for the incubation period (Stage 2). It can include a part of the infrastructural purchase in the overall budget (up to 40%) if duly justified and proportional. These costs will be considered as eligible if they are made on the basis of depreciation costs as specified in Article 6.2.D.2 of the AGA.

6.5.3. Direct costs: other goods and services: Consumables and other goods and services, as long as they are for the achievement of the goals of the incubation period (Stage 1 and 2).

6.5.4. Subcontracting: Tasks to be subcontracted have to be agreed during the negotiation phase and cannot include tasks deemed critical for the DOORS Project.

6.5.5. Indirect costs are eligible if they are declared on the basis of the flat-rate of 25% of the eligible direct costs (see Article 6 of the AGA), from which are excluded:

(a) Costs of subcontracting and

(b) Costs of in-kind contributions provided by beneficiary third-parties which are not used on Ecsite's premises.

6.5.6. All costs should be stated inclusive of any irrecoverable VAT (as explained in Article 6.5 of the AGA). Research grants are outside the scope of VAT and all input VAT on expenses directly related to the Pilot project will therefore be irrecoverable.

6.6. Financial support will be implemented as a set sum not to exceed €27,000 which will cover or offset the costs incurred by the Beneficiary third-party when implementing the supported activities, all in accordance with the provisions specified in Annexes 1, 1A and 2.

6.7. Payments to the Beneficiary third-party will be made by Ecsite. Ecsite will give prior written notice to the Beneficiary third-party of the estimated date and the amount to be transferred into the Beneficiary third-party's bank account (according to the information in Annex 3), giving the relevant references.

6.8. In any case, the financial grant to be paid will always be subject to the following conditions:

6.8.1. The achievement of the milestones and deliverables specified in Annex 1 for stage 1 and in the amended version of Annex 1A established after negotiation between Ecsite and the beneficiary third-party for stage 2 and reported in accordance with the terms of this Contract.

6.8.2. The payment will be made for the Eligible Costs only as stated in Article 6 of the AGA and subject to Ecsite receiving satisfactory evidence.

6.8.3. Ecsite reserves the right to withhold the payments if the Beneficiary third-party does not comply with the obligations and responsibilities specified in this Contract and in Annexes 2 and 4.

## **Payments amounts and schedule**



6.9 The payment schedule is directly linked to the relevant phase of the DOORS project as per the Guide for Applicants (Annex 2) and by fulfilling the deliverables described in Annex 1 for Stage 1 and in Annex 1A for Stage 2.

Amounts of funding per phase	
Pilot Incubation Stage 1	Pilot Incubation Stage 2
€1.500 (of which €750 is a mandatory workshop fee)	Pilot can request up to €27.000. Only 40% of the total budget can be allocated to infrastructural purchases.

6.10. Access to the DOORS Pilot incubation programme Stage 1 will be granted after signing the Contract. The full payment for the Pilot Incubation Stage 1 will be released no later than fifteen (15) calendar days after the contract has been signed by the Beneficiary third-party and by Ecsite:

- Half of this lump sum (€750) is to be kept by the beneficiaries to cover staff costs and enable their participation in the Stage 1 activities;
- The other half (€750) will cover the mandatory workshops participation fee. The Beneficiary third-party will receive an invoice from a training provider selected by the DOORS Consortium. Payment of the mandatory workshops participation fee will be released no later than fifteen (15) days upon receipt of the invoice. If not, the Beneficiary third-party will be automatically considered ineligible for Stage 2 and excluded from the call for proposal.

6.11. The contract terminates if the Beneficiary third-party is not selected to pursue in Stage 2 of the DOORS Pilot incubation programme.

6.12. Access to the DOORS Pilot incubation programme Stage 2 will be granted after the selection by an external jury as described in Annex 2. The payments for the Pilot Incubation Stage 2 will be linked to certain milestones (as agreed in Annex 1A) and paid in 3 tranches based on the total budget of the pilot:

- Pre-financing of 70% of the total budget required for the application will be provided by Ecsite after signing the Contract between Ecsite and the Beneficiary third-party;
  - After the reception of deliverable(s) agreed in Annex 1A amending this agreement, Ecsite will make the second payment (15%);
  - The remaining amount (15%) will be paid after the end of the project once the costs declared are approved by the European Commission (according to chapter 6, section 1-4, articles 42-50 of the AGA) and the final amount transferred to Ecsite.
- The Beneficiary third-party cannot dispute the EC's decision not to approve the costs.

6.13. Banking and transaction costs relating to the bank transfers will be paid by the Beneficiary third-party.

## **7. Liability of the Awardee**

7.1. The EC and the DOORS Consortium cannot be held liable for any acts or omissions of the Beneficiary third-party in relation to this Contract nor for any damage caused by the Beneficiary third-party as a consequence of implementing this Contract including any acts of gross negligence.

7.2. Each Contracting Party shall bear sole responsibility for ensuring that their acts within the framework of this Contract do not infringe non-contractual parties' rights.

7.3. The EC and the DOORS Consortium cannot be held liable for any damage caused to the Beneficiary third-party as a consequence of implementing the Pilot project including consequential losses including, for the avoidance of doubt, any losses in respect of processing activities in relation to the Data.

## **8. Confidentiality**

### ***Principles***

8.1. With respect to all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the Pilot project and identified in writing as confidential, the terms of this Clause shall apply.

### ***Confidentiality obligations***

8.2. The Contracting Parties agree that the information defined in Clause 8.1 is communicated on a confidential basis and its disclosure may be prejudicial to the owner of the information, and the Contracting Parties undertake that they will not, during the Pilot project and for a period of five (5) years from the expiration date of the Pilot project (July 2023), use any such information for any purpose other than in accordance with the Contract and the terms specified in Annexes 2 and 4.

8.3. The Contracting Parties undertake that they will, during the Pilot project and for a period of five (5) years from the expiration date of the Pilot project, treat the information as confidential, provided always that such agreement and undertaking shall not extend to any information which the receiving Party can show:

8.3.1. was, at the time of disclosure to the Beneficiary third-party, published or otherwise generally available to the public; or

8.3.2. has, after disclosure to either of the Contracting Parties, been published and become generally available to the public otherwise than through any act omission on the part of the receiving Party; or

8.3.3. was already in the possession of a Contracting Party, without any restrictions on disclosure, at the time of disclosure to the receiving Party; or

8.3.4. was rightfully acquired from others without any undertaking of confidentiality; or

8.3.5. is or was independently developed by a Contracting Party without use of the information provided by the disclosing Party; or

8.3.6. was required to be disclosed in order to comply with applicable laws or regulations or with a Court or administrative order.

8.4. In case of a breach of the confidentiality rules in this Contract, the Contracting Party breaching the confidentiality obligations will remain solely liable for possible claims.

8.5. The Contracting Parties agree that confidential information that is disclosed to the EC by Ecsite may be disclosed to:

8.5.1. the EC's staff, other EU Institutions and bodies; or

8.5.2. non-contractual parties as necessary to implement the DOORS Project or safeguard the EC's financial interests, all subject to those parties being bound by obligations of confidentiality.

8.6. Breach of the provisions of this Clause 8 may result in termination of this Contract by either Contracting Party.

## **9. Data protection**

9.1. The Parties agree to adhere to all applicable statutory requirements and mandatory codes of practice in respect of confidentiality in relation to individuals, including, without limitation and where applicable, the GDPR and the Belgian GDPR Implementation Act (2018), any subsequent amendments or enactments thereof, and any guidance or codes of practice issued by the European Data Protection Board or the Belgian Data Protection Authority (hereafter referred to collectively as the "Data Protection Legislation").

9.2. The Parties agree not to share any Personal Data (as defined in the Data Protection Legislation) between themselves or with the DOORS Consortium members for the purposes of the DOORS Project unless (i) this Contract makes specific provision for sharing Personal Data, or (ii) the Parties first enter into a separate agreement for sharing Personal Data.

9.3. In the event that the Parties share any pseudonymised data relating to individuals between themselves or with the DOORS Consortium members for the purposes of the DOORS Project:

9.3.1. the providing Party undertakes not to provide any key that relates to pseudonymised data to the identities of individuals whose data are included in the pseudonymised data, and

9.3.2. the receiving Party shall not attempt to trace or re-identify any individual from the pseudonymised data provided.

9.3.3. Clause 9.3.2. above does not apply where an individual has been recruited into an ethically approved study by the receiving Party and the receiving Party needs to link the pseudonymised data or re-identify or contact an individual for the purpose of that study.

9.4. Should the providing Party inadvertently transfer Personal Data, or should the receiving Party inadvertently identify any individual from the pseudonymised data, the receiving Party:

9.4.1. shall protect such Personal Data with appropriate physical and technical security measures, as required for the protection of Personal Data in accordance with the Data Protection Legislation;

9.4.2. shall inform the providing Party as soon as reasonably practicable, giving the providing Party all reasonable assistance in determining the circumstances under which this occurred;

9.4.3. shall not process the Personal Data, except in accordance with the providing Party's instructions;

9.4.4. shall neither record the identity of any individual nor share the identification of any individual with any other person (except as required at Clause 9.4.2), nor attempt to contact any individual; and

9.4.5. shall follow all reasonable instructions of the providing Party that are given in order to protect the privacy of the individuals.

9.5. The Parties recognise that in certain circumstances, depending on the characteristics of pseudonymised data being made available to the receiving Party, and any other information which is, or becomes, available to the receiving Party, such pseudonymised data could legally constitute Personal Data, and in such circumstances the Parties agree to promptly amend the Contract further to make it compliant with the Data Protection Legislation.

## **10. Intellectual property rights and ownership of results**

10.1. The Beneficiary third-party is the owner of all creations (in the broadest sense) it generated in the context of the DOORS incubation programme and of the intellectual property rights attached thereto.

10.2. Notwithstanding Clause 10.1, the Beneficiary third-party grants to Ecsite a non-exclusive, royalty-free, perpetual, worldwide, sublicensable (to the EC and the other members of the DOORS Consortium) and irrevocable license to use the above-mentioned creations, including the right to make them available to the public in accordance with DOORS' Open Access Policy.

10.3. These creations may be integrated by the Beneficiary third-party or any non-contractual party into other creations generated outside the context of the DOORS incubation programme subject to Ecsite's prior written authorisation.

10.4. The DOORS Consortium intends to make the results of the pilot & incubation program accessible to the public (non-exhaustive list: publications as hard copy and in electronic or digital format,...). By signing the pilot agreement, the Beneficiary third-party consents to the processing of the shared information for the purposes as stated in Annex 9 (Open Access Policy).

The Beneficiary third-party assigns the DOORS Consortium the non-exclusive, factually, temporally and spatially unrestricted right to use the information & documentation on existing and future websites, video-streaming platforms (such as YouTube or Flickr) as well as all other public display formats in connection with DOORS.

Due to technical and organizational constraints the DOORS Consortium reserves the right to determine the actual extent, timing and layout/editing of the publications and documentaries. No duty on the part of the DOORS Consortium to make publications and/or documentaries can be imputed.

The Beneficiary third-party hereby declares to be legally authorized to convey such rights to the extent stipulated above and to obtain any and all necessary consent from non-contractual parties as called for by regulations governing copyright, personal property rights or other such legal provisions, and to provide proof of such at any time if requested by the DOORS Consortium.

The Beneficiary third-party expressly agrees that personal data which is part of the provided information (eg. names, address, e-mail, telephone number or other contact details provided by contractual partner) may also be processed by the DOORS Consortium for the purpose of providing public information.

## **11. Force majeure**

11.1. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Contracting Parties' control, which prevents either of them from fulfilling any of their obligations under the Contract, which was not attributable to error or negligence on their part and which proves to be inevitable in spite of the exercising of all due diligence. Any default of a service, defect in equipment or material, or delays in making them available, unless they stem directly from a relevant case of Force Majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as Force Majeure.

11.2. The Contracting Parties shall take the necessary measures to limit any damage due to Force Majeure. They shall do their best to resume the implementation of the action as soon as possible.

11.3. A Contracting Party shall not be considered to be in breach of its obligations and tasks if such breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure as soon as possible. In case a Contracting Party is not able to overcome the consequences of Force Majeure within thirty (30) calendar days after such notification, the other Contracting Party is entitled to terminate the Contract unilaterally.

## **12. Information, and Dissemination**

### ***Information and communication with the EC and the DOORS Consortium***

12.1. For the avoidance of doubt this Clause has no impact on the Confidentiality provisions set out under Clause 8 above.

12.2. The Beneficiary third-party shall, throughout the duration of the Project, take appropriate measures to engage with the public and the media about the DOORS project and the Pilot project and to highlight the financial support of the EC and the DOORS Consortium.

12.3. Any communication activities of the Beneficiary third-party related to the Pilot project must:

12.3.1. Display the EU emblem;

12.3.2. Include the text: *"This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement No 101036071."*

12.4. Any publicity made by the Beneficiary third-party in relation with the Pilot project in addition to or alongside DOORS logo and branding as required, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the EC and the DOORS Consortium are not liable for any use that may be made of the information which it contains.

12.5. The Beneficiary third-party acknowledges and agrees that EC and the DOORS Project shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

12.5.1. the name of the Beneficiary third-party;

12.5.2. contact address of the Beneficiary third-party;

12.5.3. the general purpose of the Pilot project;

12.5.4. the amount of the financial contribution of DOORS foreseen for the Pilot project;

12.5.5. the geographic location of the activities carried out;

12.5.6. the list of dissemination activities and/or of patent (applications) relating to the Pilot project;

12.5.7. the publishable reports submitted to it, in accordance with Annex 1 and the obligations under this Contract; and

12.5.8. any picture or any audiovisual or web material provided to DOORS during the Project.

12.6. The Beneficiary third-party shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the EC and DOORS does not infringe any rights of non-contractual parties.

12.7. The Beneficiary third-party must participate in dissemination and networking events organized by the EC or DOORS, as specified in Annex 1 and in Annex 1A (for those selected for Stage 2) and the obligations under this Contract.

### ***Information and communication among the Contracting Parties***

12.8. Any notice to be given under this Contract shall be in writing to the legal authorities of the Contracting Parties.

12.9. Any change of persons or contact details shall be notified immediately to Ecsite as specified in this Contract.

## **13. Financial audits and controls**

### ***Beneficiary third-party Obligations***

13.1. The Beneficiary third-party shall make available directly to the EC or their representatives all information that is required to verify that the Pilot project is/was properly managed and performed in accordance with the present Contract and its Annexes. The EC may carry out an audit during the Contract and up to seven (7) years after the termination or expiry of the Contract and after payment of the balance. The EC may audit the financial implementation or technical implementation under the Contract.

13.2. The Beneficiary third-party shall keep originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the Contract for up to seven (7) years after the termination or expiry of the Contract and after payment of the balance. These shall be made available to the EC where requested during any audit. These may include employment contract types of personnel, including position, role, contribution to the project; time sheets reflecting how the Beneficiary third-party calculates personal/months efforts based on recorded worked hours; the method of recording working hours.

13.3. The Beneficiary third-party shall ensure that the EC's services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the Beneficiary third-party's offices, to its computer data, to its accounting data, and to all the



information needed to carry out an audit, including information on individual salaries of staff involved in the Project.

13.4. The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules. In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC in order to protect the European Communities' financial interests against fraud and other irregularities.

### ***Audit Findings***

13.5. If the audit shows ineligible costs, or improper implementation of the action under the Contract, or if the EC refuses costs, it may lead to suspension or termination of the Contract by Ecsite and potential rejection of costs.

13.6. In the event that the EC audit rejects any costs and seeks to recover contributions from Ecsite of financial contributions made to the Beneficiary third-party, the Beneficiary third-party agrees to repay such amounts to Ecsite.

13.7. If the EC suspects that the Beneficiary third-party committed fraud or other illegal acts, it will inform the European Anti-Fraud Office ("OLAF").

## **14. Termination and Suspension**

### ***Termination***

14.1. This Contract shall terminate on the completion of the Pilot project and receipt of the final payment by the Beneficiary third-party (see Article 1 "General provisions").

14.2. Ecsite may terminate the Project as per the causes specified in Article 50 of the AGA:  
14.2.1. If the EC terminates the DOORS Grant Funding Agreement as per the causes specified in Article 50 of the AGA; or  
14.2.2. If the Beneficiary third-party commits a material breach of the Contract as set out in Clause 5.

14.3. The Beneficiary third-party may terminate the Pilot project if Ecsite commits a material breach of the Contract.

14.4. A Contracting Party may terminate this Contract in the event that the other Contracting Party is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures.

14.5. In the event of termination of this Contract in accordance with Clause 14.2, 14.3 or 14.4, all rights acquired by the Contracting Parties and the licences granted by the Contracting Parties to each other, pursuant to this Contract shall continue upon such termination.

### ***Suspension***

14.6. In the event that the DOORS Project is suspended by either the EC or the DOORS Consortium as per the causes specified in Article 49 of the AGA, Ecsite shall inform the Beneficiary third-party without delay and the Beneficiary third-party agrees to suspend work on the Pilot project until Ecsite informs the Beneficiary third-party that the suspension is lifted.

14.7. The Beneficiary third-party agrees that costs incurred during the suspension of the Pilot project are not Eligible Costs as defined in Article 6 of the AGA.

## **15. Language**

15.1. This Contract is drawn up in English language, which shall govern all documents, notices, meetings and related processes.

## **16. Amendments**

16.1. Amendments or changes to this Contract shall be in writing and signed by the duly authorised representatives of the Contracting Parties.

16.2. Nevertheless, in the event the EC modifies the conditions of its grant to Ecsite, Ecsite has the right to amend the Contract accordingly.

## **17. Applicable law**

17.1. This Contract is governed by Belgian law. Any and all disputes concerning this Contract, the interpretation and enforcement thereof shall be submitted exclusively to the Courts of Brussels.

## **18. Settlement of disputes**

18.1. The Contracting Parties shall endeavour to settle their disputes amicably.

18.2. 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, may 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.

18.3. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation referred to in Clause 18.2 within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction. Nothing in this contract shall limit the Parties' right to seek injunctive relief in any applicable competent court.

## 19. Miscellaneous

19.1. In the event of any conflict between, or interpretation problem regarding the provisions contained in the Contract on the one hand, and its Annexes on the other hand, the following order of precedence will govern unless otherwise stated:

- The Contract;
- Annexes:

Annex 1	Project description: DOORS Incubation Programme Stage 1
Annex 1A	Project description: DOORS Incubation Programme Stage 2
Annex 2	Guide for applicants
Annex 3	Bank account information form
Annex 4	Declaration of Honour
Annex 5	Pilot proposal description and pilot information
Annex 6	Eligibility information
Annex 7	EC annotated model grant agreement (hereinafter referred to as "AGA")
Annex 8	DOORS privacy statement
Annex 9	DOORS open access policy
Annex 10	Communication obligations

19.2. The failure of a Contracting Party to enforce at any time any of the provisions of the Contract shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of the Contract or any part hereof or the right of such Contracting Party thereafter to enforce each and every such provision. No waiver of any breach of (or non-compliance with) the Contract shall be held to be a waiver of any other or subsequent breach or non-compliance. No waiver or discharge of the Contract shall be valid unless in writing and signed by the Contracting Party against which such waiver or discharge is sought to be enforced.

19.3. In the event that any provision of the Contract shall be determined to be (partially or totally) void and/or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further and the validity and enforceability of any of the other provisions herein shall not be affected thereby. The Contracting Parties shall substitute for any totally or partially invalid and/or unenforceable provision a suitable valid provision which comes nearest to the Contracting Parties' intentions at the moment of signature of the Contract.

19.4. Neither Contracting Party may assign to a non-contractual party any of its rights and obligations under the Contract.

Signed in two originals, each party acknowledging having received one original

For and on behalf of

**Regional Library of Zilina**

Name: Katarína Šušoliaková

Capacity: Director

Signed in Žilina, Slovakia

Date 19.5.2022

Signature:

For and on behalf of

**Ecsite**

Name: Catherine Franche

Capacity: Executive Director

Signed in

Date

Signature: