



Slovenská technická univerzita v Bratislave, Vazovova 5, 812 43 Bratislava, IČO: 00397687

**ZÁKLADNÉ INFORMÁCIE O ZMLUVE  
UZAVRETEJ PODĽA INÉHO AKO SLOVENSKEHO PRÁVNEHO PORIADKU<sup>1</sup>**

**1. Rozhodné právo: belgické právo**

**2. Zmluvné strany:**

2.1 .....STU Bratislava.....  
*názov/obchodné meno*

.....Radlinského 9, Bratislava, Slovensko...  
*sídlo/štát*

.....00397687.....  
*IČO/registrácia*

2.2 .....MODUS Research and Innovation Ltd.....  
*názov/obchodné meno*

.....Melville Street office 7-11, Edinburgh Škótsko.....  
*sídlo/štát*

**3. Typ zmluvy: Zmluva na výskum**

**4. Predmet zmluvy:** profesionálne služby k projektom

**5. Cena:** dojednaná 8000€ a v prípade úspechu 30000€

**6. Doba zmluvy: 05.03.2024**

**7. Záručná doba:**

7.1 nie je dohodnutá

**8. Zmluva vyhotovená v ....anglickom..... jazyku**  
je neoddeliteľnou súčasťou tejto informácie a nasleduje za jej textom.

V .....Bratislave..... dňa .....07.03.2024.....

<sup>1</sup>§ 853 ods. 3 Občianskeho zákonníka, § 771c Obchodného zákonníka



## **Proposal Building Services Agreement**

(hereinafter "Agreement")

**between**

**MODUS Research and Innovation Ltd**, with its registered office at 7-11 Melville Street Edinburgh, EH3 7PE, company no. SC555652, represented by its Director, Cordelia Lennon, (hereafter referred to as "MODUS")

**AND**

Participants of the project proposal (hereinafter the "Partners") coordinated by Brandenburg University of Technology Cottbus-Senftenberg (hereinafter BTU and/or "Coordinator") to be submitted in response to the "EIC Pathfinder Open call" with a deadline of 7<sup>th</sup> March 2024 (hereinafter the "Project"); who require professional services assistance in Project proposal building.

### **PREAMBLE:**

#### **WHEREAS**

- A. The submission deadline for the Project proposal is 7<sup>th</sup> March 2024
- B. MODUS is a professional proposal writing and project management service established to assist individuals and organisations to secure research funding;
- C. BTU/Coordinator on behalf of the Partners hereby wishes to engage MODUS for professional proposal writing services for the Project.

Parties hereby agree upon the following:

### **DEFINITIONS:**

Words beginning with a capital letter shall have the meaning defined herein or in the Rules for participation Regulation COM(2018) 435 final of the European Parliament and the Council of June 7 2018 laying down the rules for participation establishing the ninth Framework Programme "Horizon Europe" (2021-2027) or in the Grant Agreement including its annexes.

### **PREPARATION OF The PROJECT**

BTU and its Partners hereby commit to contributing to the preparation of the Project, the contributions are expected to include, delivering information needed to complete the proposal, contributing to the Project definition, attending scheduled meetings, allocating resources, respecting planning and deadlines to enable MODUS to deliver the proposal in its final form.

MODUS professional proposal writing services (hereinafter "Services") under this Agreement will in particular include:

- Co-development of the proposal's concept and narrative, with a specific focus on Impact and Implementation sections
- Compilation of all administrative and budgetary information needed from the consortium partners

- Definition of operational timelines and oversight of the general progress and preparation of the proposal

MODUS will be in charge of collecting materials from the Partners and consolidating the Project proposal, MODUS hereby warrants that a final version of the Project proposal will be prepared in its final form for the submission before submission deadlines on the 16<sup>th</sup> January 2024.

## **CONFIDENTIALITY**

The Parties undertake to treat all information, whether of financial, commercial, scientific, or technical nature, they have received directly or indirectly in the context of the preparation and planning of the Project ("hereinafter Confidential Information"), as strictly confidential.

The Parties undertake not to disclose the received information in any form to third parties, except to Partners as herewith defined, for any purpose unless and until expressly authorised in writing to do so by the Disclosing Party.

The foregoing obligations shall not apply, however, to such Confidential Information or to any part thereof, received from the Disclosing Party for which the receiving Party can demonstrate by competent written proof:

- a) that it was known to the receiving Party prior to its disclosure under this letter, or
- b) that it was known to the public or generally available to the public prior to its disclosure under this letter; or
- c) that it became known to the public or generally available to the public subsequent to its receipt without the receiving Party being responsible therefore, or
- d) that it was received at any time from a third party having a bona fide right to disclose the same to the receiving Party; or
- e) that it was developed by the receiving Party independently of any use of the Confidential Information received from the Disclosing Party; or
- f) that it is required to be disclosed in order to comply with applicable laws or regulations.

The Parties agree that the received information shall be used solely for the purpose for which it was submitted.

Nothing in this Agreement shall affect the ownership of any Confidential Information or any intellectual property rights therein which either Party makes available to the other in the context of the planning and preparation of the Project and nor shall anything herein constitute a licence, express or implied, from the disclosing Party to the receiving one to use any of the said Confidential Information or any intellectual property rights therein for any purpose other than the preparation of the Project.

Nothing in this Agreement shall obligate any Party to disclose any information, intellectual property, data, material, or ideas to the other.

## **TERMINATION**

Any Party may discontinue its participation in the Project and terminate all its obligations under this Agreement by sending written notice to the other Party with duly justified motivations, provided that, the obligations of confidentiality shall remain in effect.

## **DISCLOSURE OF PARTICIPATION IN COMPETING PROJECTS**

The Parties agree to disclose to each other participation of the same researchers in competing projects to be submitted to the same call ID.

## **PROJECT PREPARATION COSTS**

### **Submission Fee.**

The Coordinator has engaged the services of MODUS Research and Innovation Limited to support the consortium in developing the Project proposal. The Coordinator has negotiated and agreed to pay £8,000.00 for support in proposal development support. This cost will be paid by the coordinator and must be paid in advance of starting work on the proposal.

### **Success Fee.**

Should the Project be selected for funding, the Parties hereby generally agree that MODUS will be entitled to a Success fee of £30,000.00, payable to MODUS by all consortium Partners. The amount to be paid to MODUS by Project Partners/Beneficiaries will be proportional to the total Project budget share allocated to each Partner/Beneficiary. This will be payable on notification of grant agreement preparation for the Project by the European Commission. In case MODUS should be asked and accept to join the consortium, they will not be included in the calculation of the pro-rata share of the success fee.

In case MODUS should be invited to attend a face-to-face meeting/s of the consortium in order to develop the Project proposal, the Coordinator agrees to pay the reasonable travel and accommodation costs and will be invoiced by MODUS following such meeting.

## **GENERAL PROVISIONS**

This Agreement shall come into force on the date of its signature by the second Party to it and shall remain in force until the completion of Services hereunder. This Agreement and its effects shall be governed by the laws of Belgium to the exclusion of its conflict of law rules.

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, shall solved amicably or through mediation. Should the amicable solution or the mediation fail to bring about a full amicable agreement between the parties putting an end to the dispute, sole competent courts will be the Courts of Brussels. The language to be used in the mediation shall be English unless otherwise agreed upon.

I hereby do agree to start the Project preparation under the above conditions. The Parties acknowledge that Adobe Portable Document Format," signed copies (PDF) of the letter of understanding have value of original documents.

**PARTICIPANT**

Legal name of Organisation: Slovak University of Technology in Bratislava  
Name of legal representative: Dr. h. c. prof. h. c. prof. Dr. Ing. Oliver Moravcik  
Signature of legal representative:  
Date:

**MODUS RESEARCH AND INNOVATION LIMITED**

Name of legal representative:  
Signature of legal representative:  
Date:  
Stamp (if applicable)