

Contract No. 2024-055-02

This contract (hereinafter "**the Contract**") has been concluded on the date of the last electronic signature by

Civitta Eesti AS, registry code 11092241, located at Riia mnt. 24A, Tartu, 51014, Republic of Estonia, represented by Partner Kadri Adrat pursuant to a power of attorney, hereinafter referred to as "**the Consultant**", and

Centre for Advanced Materials Application, Slovak Academy of Sciences (CEMEA), VAT code SK2120595257 located at Dúbravská cesta 5807/9, 845 11 Bratislava, Slovakia, represented pursuant to law and the statutes by Director, Dr. Miroslav Hnatko.

Hereinafter referred to as "**the Client**".

The Consultant and the Client have been jointly referred to as "**Parties**" and separately as "**Party**".

Considering that

- i) The Client, along with other partners, is interested in participation of the Proposal development of the **Horizon Europe programme call [Post-Li-ion technologies and relevant manufacturing techniques for mobility applications \(Generation 5\) \(Batt4EU Partnership\) \(HORIZON-CL5-2024-D2-02-02\)](#)**, referred to as the "Project" for the purposes of this Contract;
- ii) The Client, along with other partners, wishes to involve the Consultant as an exclusive consultant for the performance of the consultation service with respect to the Project;

the Parties have agreed on the following:

1. Content of the consultation service

1.1. The tasks of the Consultant as a strategic consultant of the Client shall be the following:

- (a) Providing proposal development support for preparing the Horizon Europe programme proposal for the call [Post-Li-ion technologies and relevant manufacturing techniques for mobility applications \(Generation 5\) \(Batt4EU Partnership\) \(HORIZON-CL5-2024-D2-02-02\)](#) and coordination of the respective process as laid out in the offer submitted at the 02.05.2024 and annexed to this contract;

1.2. The Consultant shall be obliged to perform the work specified in clause 1.1. (a) by **05.09.2024** at the latest, provided that the Client has made available to the Consultant all the necessary information pursuant to clause 3.1. of this Contract.

1.3. The Consultant shall be obliged to enable to the Client an access to the Project documentation and, if possible, consider the amendment proposals and comments of the Client.

1.4. The Consultant shall not offer the Client consultation in matters concerning taxation, accountancy, legal or technical issues.

1.5. The Consultant shall take no obligation under this Contract to ensure the successful implementation of the work, which is specified in this Project, and further success with financial applications after this Contract expires.

1.6. The work done (including materials collected during the execution of the work) shall be delivered to the Client as electronic files by e-mail.

2. Consultation fee

2.1. The Client shall pay to the Consultant for the consultation service provided to the Client on the basis of this Contract as follows (hereinafter "**the Consultation Fee**");

2.1.1. Fixed fee for preparation of a project proposal to the **Horizon Europe programme** call [Post-Li-ion technologies and relevant manufacturing techniques for mobility applications \(Generation 5\) \(Batt4EU Partnership\) \(HORIZON-CL5-2024-D2-02-02\)](#) and coordination of the respective process:

2.1.1.1. 2000 (two thousand euros), to be paid to the Consultant's bank account pursuant to clauses 2.1.1.2., and 2.2;

2.1.1.2. The payment shall be made in two parts. 50% after signing this contract and the remaining 50% after the service is delivered according to clause 1.2.

2.1.2. Success fee in case of positive financing decision of the project proposal:

2.1.2.1. 3.0% (three percent) of the Grant to the Client, which shall be paid to the Consultant's bank account pursuant to clauses 2.1.2.2., and 2.2;

2.1.2.2. The payment shall be made when the Prepayment from the European Commission is received to the successful **Horizon Europe programme** proposal call [Post-Li-ion technologies and relevant manufacturing techniques for mobility applications \(Generation 5\) \(Batt4EU Partnership\) \(HORIZON-CL5-2024-D2-02-02\)](#) Project Coordinator Bank account and respective shares of each Project Partner budget transferred to the Project Partners. The Client obliges to notify the Consultant on the receipt and transfer of funding from the European Commission.

2.2. The Client shall pay the Consultation Fee on the basis of the invoice issued by the Consultant within 21 (twenty-one) days after sending the invoice. Value Added Tax valid in the Republic of Estonia shall be added to all the aforementioned fees, in case applicable.

2.3. The Client shall pay for all the costs of the consultation of the Client, which the content of the Project specified in this Contract, does not include.

2.3.1. The consultancy services shall be coordinated from Estonia and Latvia. In case the Client requests Consultant to travel outside Estonia and Latvia for Project purposes, the Client shall cover according travel costs (transport, accommodation and daily allowances).

3. Information

3.1. The Client, upon previous request, shall be obliged to give necessary information to the Consultant for the performance of the Project 14 (fourteen) work days at the latest before the deadline.

- 3.2.** The Client shall give the Consultant the right to use the information given to the Consultant only for the performance of the consultation services within this Contract.
- 3.3.** The Client shall take all possible measures to ensure that the Consultant would have the access to the Client's information related to the Project which is necessary for providing the services on the basis of this Contract.
- 3.4.** The Consultant shall be entitled to rely on the information given by the Client, the Consultant shall not be obliged to check the validity of such information nor be responsible for the validity and completeness of such information.
- 3.5.** It is agreed and understood by both Parties that no provision of this Agreement shall be construed as an assignment or transfer of any intellectual property rights belonging to the Client. Consequently, the Consultant undertake to respect their respective intellectual property rights at all times.

4. Confidentiality

- 4.1.** The Consultant shall regard the information received from the Client on the basis of this Contract as confidential and shall be obliged not to reveal such confidential information to third persons, unless agreed otherwise by written means, (for example: in the cases where distributing such information is reasonable and necessary to the opinion of the Consultant for providing the service on the basis of this Contract and such has been previously agreed upon by the Client).
- 4.2.** The rule of confidentiality shall not extend to the cases in which:
 - 4.2.1.** Confidential information has become public or is available to third persons in other ways than given by the Parties which conflicts with the provisions of this clause or
 - 4.2.2.** The Parties are obliged to reveal the confidential information pursuant to law.
- 4.3.** The Client shall hereby give the Consultant the right to ask financial institutions confirmation about meeting the requirements concerning the inspection of the origin of the money and the prevention of money laundering.
- 4.4.** The Client, upon previous request, shall hereby give the Consultant their consent to refer to the Client in the materials reflecting the Consultant's activity after the Project has been concluded, whereby the Consultant is entitled to use, subject to the above-mentioned confidentiality obligations, the Client's name, amount of financing, and other basic information concerning the transaction in their information materials on the condition that the information is also available in other public sources (for example the Client's references list) or the Consultant has a separate written agreement from the Client.

5. Copyright

- 5.1.** On the basis of this Contract, the Consultant shall assign to the Client the following material copyright concerning the project documentation (hereinafter "the Work"):
 - 5.1.1.** The right to reproduce the Work in any form or any way in unlimited number;
 - 5.1.2.** The right to make electronic copies of the Work in a format which can be reproduced;
 - 5.1.3.** The right to supplement and improve the published Work;
 - 5.1.4.** The right to make translations from the Work;

5.1.5. The right to compose and publish the Work in a collection with other work.

6. Enforcement, validity and expiry of the Contract

- 6.1.** This Contract shall enter into force upon its signing by the representatives of the Client and the Consultant, as from the date of last electronic signature, and shall be deemed as expired when the Consultant delivers the work to the Client, presuming that both Parties has performed all their contractual obligations. The provisions of Sections 2, 4, 5, 6 and 8 will survive upon the expiration of this contract.
- 6.2.** The Consultant shall have the right to terminate this Contract unilaterally, if the Client does not perform their contractual obligations which make it impossible or difficult to provide the services.
- 6.3.** The Client and the Consultant may terminate the Contract at any time on the mutual written agreement of the Parties.
- 6.4.** The Client shall have the right to terminate the Contract unilaterally if the Consultant violates the contractual obligations.
- 6.5.** If the Contract is terminated, except for the cancellation of the Contract due to deliberate violation or violation caused by serious negligence, the Consultant shall be entitled to receive consultation fee for an amount equal to the consultation service performed up to the date of termination.

7. Exclusivity

- 7.1.** The Client shall be obliged not to enter into contractual relationships with other consultants for the purposes of implementing the work specified in clause 1.1. of this Contract without the prior written conformity of the Consultant.
- 7.2.** The Parties have agreed that the Parties shall refrain from making each other's employees offers for concluding a job or service contract within 1 (one) year from entering into this Contract.

8. Responsibility

- 8.1.** No warranties of any kind are given, including but not limited to implied warranties of merchantability or fitness for any particular purpose with respect to confidential information, background, consultancy results and/or reports, as well as any use of the foregoing, except as otherwise provided for herein.
- 8.2.** Each party's liability shall be limited to direct damages caused by the wilful misconduct or gross negligence of that party or its employees.
- 8.3.** Parties shall not be responsible for any delay in the performance of its obligations under this Agreement occurring from circumstances beyond its reasonable control.

9. Notices

- 9.1.** All the notices and documents of the Parties shall be sent to the Contact persons of the Parties. Contact persons will be arranged after the Contract is signed.
- 9.2.** Notices sent by post shall be regarded as received on the third working day after they were sent at the latest. Notices sent via e-mail shall be regarded as received on the working day following the day they were sent.

10. Completeness and amendment

10.1. The Contract and the offer submitted at the 02.05.2024 shall replace all the written and oral agreements or other contracts concluded between the Parties earlier and shall be the only and comprehensive agreement between the Client and the Consultant.

10.2. The Contract may be amended only by the written agreement of the Parties.

11. Subjection to law and jurisdiction

11.1. Upon the performance and interpretation of the Contract, the Parties shall, in all cases, proceed from this Contract and the legislation of the defendant's domicile.

11.2. All the disputes arising from this Contract shall be settled through negotiation. If the Parties fail to reach a settlement, the dispute shall be settled in the defendant's domicile Courts.

Intending to be bound by the provisions hereof, the parties hereto have caused this Agreement to be executed by the duly authorised representatives to be effective as of the date of the last signature.

The Consultant



Kadri Adrat
Partner

Civitta Eesti AS

Date: _____

The Client



Hnatko Miroslav
Director
**Centre for Advanced Materials
Application, SAS**
Date: 05.08.2024



