

## Agreement for the Provision of Services

This Agreement for the Provision of Services (the "Agreement") is made and entered into [as of the INSERT EFFECTIVE DATE]/[ on the last date of its signature by the Parties] (the "Effective Date"), BY and BETWEEN

[CUSTOMER NAME], whose registered office is at [ADDRESS], represented by [NAME OF LEGAL REPRESENTATIVE], [ROLE OF LEGAL REPRESENTATIVE] (hereinafter referred to as the "Customer")

and

[SUPPLIER NAME], whose registered office is at [ADDRESS], represented by [NAME OF LEGAL REPRESENTATIVE], [ROLE OF LEGAL REPRESENTATIVE] (hereinafter referred to as the "Supplier");

hereinafter individually referred to as a "Party" and collectively referred to as the "Parties" in this Agreement.

### **BACKGROUND**

Whereas,

- A. The Customer is part of a group of participants (the "Consortium") that has been formed under the [NAME OF FUNDING PROGRAMME ("ACRONYM")] for the purpose of establishing the project called ["NAME OF PROJECT ("ACRONYM")"] [(Grant Agreement No. XXXXX)], hereafter the "Grant Agreement" (the "Project"). It consists of the participants listed in Appendix 3 hereto (collectively the "Participants"), including [NAME OF COORDINATING INSTITUTION] acting as the "Coordinator".
- B. The Grant Agreement sets out the European Union's financial contribution to the Project and the various rights and obligations of the Participants in respect of their undertaking of the Project and of their commitments towards the [ACRONYM OF FUNDING PROGRAMME].
- C. The Participants are parties to a Consortium Agreement for [PROJECT ACRONYM] effective as of [CONSORTIUM AGREEMENT EFFECTIVE DATE] (the "Consortium Agreement"). This Consortium Agreement sets out the rights and obligations in order to regulate the relationships among them.
- D. [INSERT PROJECT SUMMARY/AIM].
- E. [DESCRIBE THE SUPPLIER GENERAL ACTIVITY]
- F. [DESCRIBE SUPPLIER EXPERIENCE AND RESOURCES]
- G. Within the framework of the core objective described in clause **Errore. L'origine riferimento non è stata trovata.**, further to other specific tasks, the Customer will contribute to [INSERT SPECIFIC TASK]. For such purpose, the Customer hires the services of the Supplier, which is qualified and willing to provide them. This Agreement enacts the arrangements made between Parties in that regard.

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## IT IS HEREBY AGREED AS FOLLOWS

### 1. DEFINITIONS

- 1.1. For the purposes of this Agreement, the terms which appear in capital letters shall be construed in accordance with the definition which has been given to them in this Agreement.

### 2. SCOPE

- 2.1. Pursuant to this Agreement, and under the terms and conditions provided therein, the Supplier shall provide the Customer the following services:  
**[DESCRIBE TASK]**  
All Services provided by the Supplier to the Customer are detailed in Appendix 2 (Services) attached to this Agreement.
- 2.2. None of the Services is deemed to be provided by the Supplier for the Customer on an exclusive basis. Consequently, the Supplier may offer the same type of Services to third parties other than the Customer, provided that this does not impede the correct fulfillment of the obligations incurred under this Agreement.

#### 2.3. Obligations

##### 2.3.1. The Supplier's Obligations

- 2.3.1.1. Without prejudice to the obligations assumed in other clauses of this Agreement, the Supplier assumes those indicated below:

- (a) The Supplier undertakes to provide the Services to the Customer at the time and in the manner, which may be determined in Appendix 2 (Services).
- (b) The Supplier shall carry out the Services that represent the subject-matter of this Agreement with the degree of care expected of a good trader and in accordance with the principle of good faith; and
- (c) The Supplier undertakes to devote the human and material resources necessary for the optimum performance of the tasks belonging to the Services contracted.

- 2.3.1.2. The Supplier will have regular meetings with the Customer; both will agree on dates and times of meetings and will keep mutually informed of any event or information that could have an impact on the overall scope of the outputs/deliverables from the Supplier.

##### 2.3.2. The Customer's Obligations

2.3.2.1. Without prejudice to the obligations assumed in other clauses of this Agreement, the Customer assumes those indicated below:

(a) The Customer must pay the price agreed for the Services, within the period and in the manner provided in Appendix 1 of this Agreement.

(b) The Customer must grant to the Supplier access to its premises, provided that it is necessary for the correct performance of the Services that represent the subject-matter of this Agreement.

(c) The Customer must provide the Supplier with the material and the data necessary for the provision of the Services which shall not require any additional check or correction by the Supplier. The Supplier will not be obligated to confirm the content, accuracy or quality of design of that information.

### **3. REMUNERATION**

#### **3.1. Budget**

3.1.1. The Supplier's indicative maximum budget for the Services is detailed in Appendix 1 Schedule A (Budget).

#### **3.2. Payment**

3.2.1. All payments made to the Supplier by the Customer shall be via wire transfer to the bank account provided at Appendix 1 Schedule C (Banking Information) and shall be made upon receipt of a valid invoice in accordance with the timelines set out at Appendix 1 Schedule B (Schedule of Payment), each payment being dependent upon the completion of each of the indicated deliverables.

3.2.2. Payments due to the Supplier will be made within 30 days of the Customer receipt of a valid invoice from the Supplier.

3.2.3. The Supplier is asked to keep all the documents related to this Agreement at least 5 (five) years after the termination of this Agreement according to clause 4.1.2.

### **4. TERM AND TERMINATION**

#### **4.1. Term**

4.1.1. This Agreement shall come into force on the last date of its signature by the Parties ("Execution Date") and shall be effective as of the "Effective Date" as found at the beginning of this Agreement.

4.1.2. This Agreement shall be effective [until INSERT END DATE] / [for a period of NUMBER OF MONTHS/YEARS] / until all the obligations found in this Agreement have been fulfilled by both parties / until Project completion] unless an extension is agreed in writing

between the parties or earlier terminated in accordance with this Agreement.

## 4.2. Termination

4.2.1. This Agreement shall terminate:

- i. Upon the passing of the initial term of the Agreement or due to the passing of the duration of any of the extensions thereof.
- ii. Upon mutual agreement of the Parties executed in writing.
- iii. Upon notification by the Customer that its participation in the Grant Agreement was terminated; or
- iv. Upon notification by the Customer that the Grant Agreement was terminated.

4.2.2. Either Party may terminate this Agreement:

- i. if the other Party is in material or continuing breach of any of its obligations under this Agreement and the non-breaching party provides thirty (30) days' written notice to the breaching party stating its intent to terminate if such breach has not been remedied within the thirty (30) day period;
- ii. upon 3 months' prior written notice of termination given to the other Party;
- iii. with immediate effect if the other Party is declared insolvent or has an administrator or receiver appointed over all or any part of its assets; or
- iv. in the event of a delay or failure in performance due to circumstances beyond the reasonable control of a Party (such as, but not limited to, any act of God, war, lockout, fire, flood, drought, tempest, population evacuation, country instability) lasting for eight (8) weeks or more, by notice in writing to the other Party;

4.2.3. The Customer may terminate this Agreement by at least thirty (30) days' notice in writing and without liability for such termination if either of the following circumstances occur:

- i. in the case of non-performance or poor performance of the work under this Agreement that is not remedied following a written request by the Customer to rectify the situation within a period of 30 days;
- ii. where the required milestones are not submitted or are not complete and such obligation to submit complete milestones is not remedied following a written request by the Customer to rectify the situation within a period of 30 days.

4.2.4. The Customer may terminate this Agreement immediately by notice in writing and without liability for such termination if any of the following circumstances occur:

- i. an act of fraud, embezzlement, theft or any other material violation of law by the Supplier that occurs during the course of this Agreement;
- ii. conduct by the Supplier that is demonstrably and materially injurious to the Project or Consortium members;
- iii. where the Supplier has contravened fundamental ethical principles.

4.2.5. In the event of termination of this Agreement, the Parties shall take all reasonable efforts to minimize costs and shall proceed in an orderly fashion to terminate any outstanding commitments arising from the Project.

- 4.2.6. Upon receipt of notice of termination, the Supplier shall discontinue the Project activities under this Agreement and shall, without unnecessary delay and observing all confidentiality obligations under this Agreement, deliver to the Customer all Confidential Information, Results, written reports, and any materials or documentation supplied by the Customer, whether completed or in process, developed or prepared by the Supplier or the Customer in the performance of the Project activities under this Agreement.
- 4.2.7. In the event of early termination in accordance with clauses 4.2.1, 4.2.2 or 4.2.3, the Customer shall have no further obligation to the Supplier under this Agreement, except to pay those accrued fees and expenses due to the Supplier based on work duly performed by the Supplier up to the date of termination. The due funds will be calculated based on the approved financial report if one is requested by the Customer on termination.  
The Supplier shall return to Customer any unexpended funds advanced by Customer to the Supplier in connection with the Project prior to the effective termination date.
- 4.2.8. In the event that the Agreement is terminated in accordance with clause 4.2.4, the Customer shall have the right to recoup at any time all monies dispensed to the Supplier since the effective date of this Agreement for the Project and discontinue any further financial obligations under this Agreement.
- 4.2.9. The expiration or termination of the Agreement shall not affect the obligations imposed on the Parties which, in accordance with the nature or the terms of this Agreement, should continue to survive and be enforceable after it ends, in particular the confidentiality obligations.

## **5. RIGHTS**

### **5.1. Results**

- 5.1.1. In case, during the work performed under this Agreement, any output is generated by the Supplier (or its personnel or agents), including any intellectual property rights or know-how relating thereto (collectively "Results") the Supplier shall promptly disclose any Results to the Customer in writing.
- 5.1.2. All rights, title and interest in any and all Results are to be owned exclusively by the Customer, and to the extent that such Results do not vest automatically in the Customer, the Supplier does hereby irrevocably fully assign (or cause to be assigned) to the Customer all rights, title and interest in and to any and all Results, without payment of any additional compensation to the Supplier. To the extent that Results include tangible materials, the Customer shall also be the exclusive owner of all tangible property rights.
- 5.1.3. At Customer's request and expense, the Supplier shall also reasonably assist the Customer in obtaining, perfecting, or defending the Customer's rights, title, and interest in any Results, including, without limitation, the drafting, filing and prosecution of any patent applications.

5.1.4. The Supplier shall not use (and shall procure that its subcontractors, Agents do not use) the Results for any purpose other than the performance of this Agreement.

5.1.5. On the Supplier's request, the Customer reserves the right to grant or deny the Supplier a non-exclusive, irrevocable, royalty-free license to use such data from the Results for teaching, training, academic research or non-commercial research purposes. The Supplier may only use the Results for other purposes if it has obtained the prior written consent of Customer.

## 5.2. Intellectual Property

5.2.1. All prior owned background intellectual property rights and know-how (collectively "Background") used in connection with the Project shall remain the property of the Party introducing the same.

5.2.2. The Supplier recognizes that the ownership of the Customer's name and of all the distinctive signs by which its products or services are distinguished on the market belong and shall continue to belong to the Customer.

5.2.3. The Supplier shall not carry out any action nor adopt any measure which may affect the validity of the Customer's distinctive signs and undertakes to refrain from registering or seeking the registration, in its name or for a third party of any trade name, domain name, trademark, symbols or other distinctive signs which are similar to those of the Customer or which may lead to confusion with the Customer's activity, services, products or establishment.

5.2.4. Further to 5.1.1 and 5.1.2, the Supplier hereby assigns any other intellectual property rights resulting from the performance of this Agreement and undertakes to disclose any other know-how developed through the performance of this Agreement to the Customer. The Supplier hereby gives its explicit consent for the Customer (and any third party designated by the Customer) to reproduce, modify and use all copyrightable works designed or made by the Supplier in connection with the Project.

## 6. CONFIDENTIALITY

6.1. The Parties shall keep the terms of the Agreement in the strictest confidence. Any disclosure regarding the Agreement shall be agreed in advance by the Parties. In particular each Party undertakes to:

- (a) maintain the secret nature of the confidential information and documentation received, to refrain from disclosing or communicating to third parties the subject-matter or content thereof, not even in a fragmented manner or partially, and to prevent unauthorized third parties from gaining access to it;
- (b) keep such information, as well as any documentation relating thereto, in a safe place to which only authorized persons have access;
- (c) use such information solely and exclusively for the purpose pursued by this Agreement; and

- (d) immediately make available to the other Party, in the event of termination of the Agreement, and at its request, all confidential information and documentation which it has in its possession, without keeping copies, summaries, extracts or samples thereof.
- (e) If the Supplier is required by law to supply or disclose to a competent authority or judge or court information or documentation which affects the abovementioned sections:
  - the Supplier shall inform the Customer in writing in advance, provided that it is permitted by law, with the greatest possible urgency and with a copy of the relevant documents and information for that legal action, so that the Customer may duly protect its rights; and
  - the parties shall determine by mutual agreement the content which it is legally necessary to disclose, unless this content is determined by the demands of the relevant authorities.

## **7. LIABILITY**

- 7.1. The liability of either Party to the other for any breach of this Agreement, for any negligence, or arising in any other way out of the subject-matter of this Agreement will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of business, loss of data, loss of contracts or opportunity, whether direct or indirect; even if, in any such case, the Party bringing the claim has advised the other of the possibility of those losses or if they were within the other Party's contemplation.
- 7.2. Each Party warrants that it is and shall remain liable for the consequences of any failure on its part or on the part of its personnel to discharge its responsibilities in accordance with the terms of this Agreement.
- 7.3. The aggregate liability of each Party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement will not exceed in total the amount shown in Appendix 1: Schedule A.
- 7.4. Nothing in this Agreement limits or excludes either party's liability for:
  - (i) death or personal injury;
  - (ii) any fraud or for any sort of liability that, by law, cannot be limited or excluded; or any loss or damage caused by a deliberate breach of this Agreement.
- 7.5. Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of Results or Background.
- 7.6. No Party shall be considered to be in breach of this Agreement if it is prevented from fulfilling its obligations under the Agreement by Force Majeure. The Supplier will notify the Customer if the Supplier is prevented from fulfilling its obligations under the Agreement by Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall



be decided by the competent Project governance bodies.

- 7.7. Nothing in this Agreement shall restrict or deviate from (nor shall it be construed as such) the Customer's liability under the provisions of the Grant Agreement and/or the Consortium Agreement.

## **8. DATA**

The Parties agree to comply with the GDPR (General Data Protection Regulation 2016/679) in the performance of this Agreement.

## **9. JURISDICTION AND DISPUTE RESOLUTION**

- 9.1. This Agreement, its validity and interpretation, shall be governed by and construed in accordance with the laws of [COUNTRY OF RESIDENCE OF CUSTOMER] without giving effect to any conflict of laws rules.
- 9.2. All disputes arising under, out of, or in connection with this Agreement will be submitted to the exclusive jurisdiction of the Court of [CITY OF CUSTOMER] (COUNTRY OF CUSTOMER). Prior to initiating litigation or any proceedings, the Parties shall attempt in good faith to amicably resolve the dispute.

## **10. ANTI-FRAUD AND ANTI-CORRUPTION COMPLIANCE**

10.1. The Supplier represents and commits that:

- a) The negotiation and the performance of this Agreement did not and shall not give rise to any act of corruption or fraud; and
- b) it has anti-fraud and anti-corruption mechanisms in place which are effectively implemented throughout the term of this Agreement;
- c) it will notify Customer of any serious suspicion or proven case of fraud or corruption that affects Customer whether directly or indirectly.

10.2 The Supplier represents and warrants that: (i) it has complied, and will continue to comply, with all applicable local, national and international laws and regulations prohibiting the provision of resources and support to individuals and organisations associated with terrorist or anti-social groups including, without limitation, applicable economic sanctions or trade embargoes; (ii) neither the Supplier nor any of its agents appears on any listed sanctions; and (iii) it will promptly notify Customer of any breach or suspected breach of this section.

10.3 The Supplier hereby further states that it is aware of the provisions of Legislative Decree no. 231 of 8th June 2001, and subsequent addenda (hereinafter: the "Decree"), and acknowledges that it has read and understood the code of ethics adopted by Penta pursuant to the Decree (hereinafter: the "Code of Ethics"), available on Penta's website <https://penta->

[id.org/whoweare/compliance](https://www.penta.org/whoweare/compliance). Consequently, the Supplier undertakes to perform the Services in line with Penta's Code of Ethics.

## **11. GENERAL**

### **11.1. Entirety**

11.1.1. If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority this will not ipso facto annul the remaining provisions of this Agreement and the provision of this Agreement so affected will be curtailed and limited only to the extent necessary to bring it within the legal requirements.

11.1.2. This Agreement embodies the entire agreement between the Parties as to the subject matter hereof and merges all prior discussions and no provision of this Agreement may be changed except by the mutual written consent of the Parties.

### **11.2. Amendments**

11.2.1. No amendment, consent or waiver of terms of this Agreement shall bind either Party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given.

### **11.3. Assignment**

11.3.1. Neither of the Parties may assign the rights and obligations arising from the Agreement without the prior written consent of the other Party.

### **11.4. Independence**

11.4.1. This contractual relationship between the Customer and the Supplier is of a commercial nature. The Parties expressly declare their status as independent traders, which will not be altered in any way by this contractual relationship. Consequently, the Supplier shall act as a trader with independent legal personality, there being no identification or confusion with the entity and assets of the Customer.

11.4.2. The Supplier may not in any event act as representative or agent of the Customer, nor may it carry out any action, which may suggest a connection with or dependence on the Customer, unless specifically requested by Customer.

## **12. COUNTERPARTS**

12.1. This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

12.2. This Agreement shall not be effective until each Party has signed one counterpart. For convenience of the Parties, an executed copy of this Agreement may be transmitted by

email in portable document format (PDF).

12.3. For clarity, signatures rendered electronically and scanned signatures are treated as original signatures.

### 13. NOTICES

13.1. All communications and notices which must be issued to each other by the Parties under the Agreement or which are related thereto must be sent in writing with any and all delivery charges prepaid.

13.2. Communications and notices between the Parties must be addressed as follows:

(i) in the case of Customer:

[Name of Recipient]  
[Address of Recipient]  
[Email address of Recipient]

(ii) in the case of the Supplier:

[Name of Recipient]  
[Address of Recipient]  
[Email address of Recipient]

13.2 Any notice given to the recipients named in clause 13.2 shall be deemed to have been served:

- i. in the case of delivery by hand, when delivered; or
- ii. in the case of sending by post, on receipt of the acknowledgement of receipt of the registered letter;
- iii. in the case of facsimile or other electronic transmission, on acknowledgement by the recipient's facsimile/electronic receiving equipment on a business day if the acknowledgement occurs before 19.00 hours local time of the recipient and in any other case on the following business day.

SIGNATURES FOLLOW ON NEXT PAGE

*IN WITNESS WHEREOF, the Parties have signed this Agreement.*

SIGNED for and on behalf of Customer

SIGNED for and on behalf of Supplier

**Name:**

**Name:**

**Title:**

**Title:**

**Signature:**

**Signature:**

**Date:**

**Date:**

**Appendix 1**

**Schedule A - Budget**

**Schedule B – Schedule of Payment**

**Schedule C – Banking Information**

Payments to the Supplier shall be made to the following account:

Supplier's Banking information				
<b>Account holder</b>				
<i>Account holder legal name</i>				
<b>Account holder legal address</b>				
<i>PO Box</i>		<i>Postal Code</i>		<i>Cedex</i>
<i>Street name and number</i>				
<i>Town</i>		<i>Country</i>		
<i>VAT number</i>				
<b>Contact person of the account holder</b>				
<i>Name</i>		<i>First name(s)</i>		
<i>Phone</i>		<i>Fax</i>		
<i>e-mail</i>				

<b>Bank name</b>				
<b>Branch address</b>				
<i>Postal Code</i>		<i>Cedex</i>		
<i>Street name and number</i>				
<i>Town</i>		<i>Country</i>		

<b>Details of bank account in currency: [INSERT CURRENCY]</b>				
<b>ACCOUNT NUMBER</b>				

<b>IBAN</b>				
<b>BIC/SWIFT CODE</b>				

**Appendix 2 – Services**



**Appendix 3 – Consortium Partners**