



Deliverable 8.1:

# Contract Template

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**31 January 2020**

**Deliverable**

PROJECT ACRONYM	GRANT AGREEMENT #	PROJECT TITLE
DLT4EU	CONNECT/2019/ARES (2019)2156457	DLT4EU

#### DELIVERABLE REFERENCE NUMBER AND TITLE

D8.1

DLT4EU Contract Template

Revision: v1.0

## AUTHORS

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Funded by the Horizon 2020 programme of the European Union

Grant Agreement No CONNECT/2019/ARES (2019)2156457

#### DISSEMINATION LEVEL

- ✓ **P** **Public**
- C** Confidential, only for members of the consortium and the Commission Services

# Revision History

REVISION	DATE	AUTHOR	ORG.	DESCRIPTION
v0.1	06.01.2020	Alice MacNeil	MET	First draft
v0.2	29.01.2020	Mhairi Letcher	MET	Revision of content
v1.0	30.01.2020	Elizabeth Corbin	MET	Final Review

## STATEMENT OF ORIGINALITY

This deliverable contains original unpublished work except where clearly indicated otherwise. Acknowledgement of previously published material and of the work of others has been made through appropriate citation, quotation or both.

# Summary

The purpose of this deliverable is to provide a legal contract template which all organisations and individuals participating within the DLT4EU project's Accelerator Programme will sign. The legal contract template outlines all critical matters of a Party's collaboration within the DLT4EU project's Accelerator Programme including: the collaboration structure, IPR, and financial disbursement.

Successful "Venture Teams" applicants will each receive between EUR8,000 and EUR14,000 in funding for those costs incurred directly due to in the direct participation in the Project from the Project Coordinator. For example, personnel time, and software development.

Winning "Venture Teams" chosen by the Evaluation Jury will be awarded between EUR8,000 and EUR14,000 of prize funding, such figure to be determined at the sole and absolute discretion of the DLT4EU Consortium.

This contract template will be reviewed and amended, where necessary, by consortium partners one month prior to the launch of the Accelerator Program (June 2020). Should a revised contract template be made, a secondary version of this deliverable will be submitted to the European Commission following standard submission protocols.

# DLT4EU Collaboration Agreement

## PARTIES

(1)

“DLT4EU Consortium” is a partnership between Metabolic (NL), the Digital Catapult (UK), and Ideas for Change (IFC) (“the Consortium”)

(2)

[FULL COMPANY NAME] incorporated and registered in [COUNTRY OF INCORPORATION] whose registered office is at [REGISTERED OFFICE ADDRESS] (“Party B”).

Together “the Parties”.

## BACKGROUND

(A)

The Parties wish to collaborate in the DLT4EU Programme.

(B)

The Parties have agreed to collaborate on the Project, subject to and on the terms and conditions of this agreement.

## AGREED TERMS

### 1.INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1

Definitions:

The “Project Coordinator” is Metabolic.

The “Venture Teams” are applicant teams who have been selected to participate in the DLT4EU Programme, as set out above in this Agreement.

The “Project” is the DLT4EU Programme.

1.2

Clause and Schedule headings shall not affect the interpretation of this agreement.

1.3

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4

This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.5

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

## 2. THE PROJECTS AND FUNDING

### 2.1

The Schedule to this agreement sets out details of the Project agreed between the Parties as at the date of this agreement. The parties agree that the details of the Project as set out in the Schedule to this Agreement may be amended by mutual written agreement at any time, either to alter any Project or to add further Projects. Any further Projects shall be carried out subject to the terms and conditions of this agreement.

### 2.2

The "Project Coordinator" of the "DLT4EU Consortium" will act as the distributor of European Commission funding.

### 2.3

Party B will receive between EURX in funding for those costs incurred directly due to participation in the Project from the Project Coordinator. For example, personnel time, and software development. The majority of this funding will be released at the start of the accelerator programme in July 2020. The DLT4EU Consortium reserves the right to request a justification of spending by Venture Teams from original documentation, as well as the right to recoup funds if there has been a breach in funding use.

### 2.4

The DLT4EU Consortium reserves the right to withdraw all types of funding from Party B if there is a breach of this Participation Agreement.

### 3.INTELLECTUAL PROPERTY RIGHTS

#### 3.1

The ownership of all Intellectual Property Rights created by Party B, via the DLT4EU Programme, will remain with them.

#### 3.2

Party B is required to produce an Open License as a deliverable of the DLT4EU Programme.

### 4.CONFIDENTIALITY

#### 4.1

The DLT4EU Programme does not require a Non-Disclosure Agreement (NDA) to be signed by Parties. However, if any Party would like to put an NDA in place at any point during the DLT4EU Programme, then the Party has the right to request one from the “DLT4EU Consortium”.

### 5.TERM AND TERMINATION

#### 5.1

This agreement shall come into effect on the Effective Date and, subject to the remaining terms of this agreement, shall continue in full force and effect for a period of [one year] provided that this agreement may be terminated by either party giving to the others not less than [one months'] written notice.

#### 5.2

Any party shall be entitled to terminate this agreement at any time, including during the currency of any Project, by notice in writing to the other if:



(a) the other party is in material breach of this agreement which breach is irremediable or, if remediable, is not remedied by the defaulting party within 30 days of being requested to do so by the other.

(b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

(d) the other party fails to meet any agreed milestone within 30 days of the agreed milestone date, as set out in the Schedule.

### 5.3

The licences granted to the parties under this agreement shall continue notwithstanding any expiry or termination of this agreement.

## 6.FORCE MAJEURE

### 6.1

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or

non-performance continues for three months, the party not affected may terminate this agreement by giving written notice to the affected party.

## 7.ASSIGNMENT

### 7.1

No party to this Agreement shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

## 8.NOTICES

### 8.1

Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to its main email address.

## 9.VARIATION

### 9.1

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 10.WAIVERS

### 10.1

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 11.GOVERNING LAW AND JURISDICTION

### 11.1

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Dutch law.

### 11.2

Each party irrevocably agrees that the courts of the Netherlands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## 12.SEVERANCE

### 12.1

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or

part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

### **13.ENTIRE AGREEMENT**

#### 13.1

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

#### 13.2

Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

#### 13.3

Nothing in this clause shall limit or exclude any liability for fraud.

### **14.SURVIVAL**

#### 14.1

Provisions of this agreement which are either expressed to survive its termination or, from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

This agreement has been entered into on the date stated at the beginning of it.

[signature clause]

## SCHEDULE

### THE PROJECTS (“THE PROJECTS”)

[insert full detail of the Projects, tbc]