

## EUN COOPERATION CONTRACT

### SPECIFIC CONDITIONS

This Contract is made and entered into by and between

**EUN Partnership AISBL**

whose registered office is at

Rue de Trèves, 61

B-1040 Brussels

VAT Number: BE 0865.838.331

represented by Mr. Marc Durando, Executive Director,  
hereinafter referred to as “EUN”

and

**ZAKLADNA SKOLA LUBICA**

Skolska 1, 5971 Lubica, Slovakia

hereinafter referred to as “the Contractor”.

Type of contract:

- |                      |                                     |
|----------------------|-------------------------------------|
| School contract      | <input checked="" type="checkbox"/> |
| Teacher contract     | <input type="checkbox"/>            |
| Expert               | <input type="checkbox"/>            |
| Pedagogical adviser  | <input type="checkbox"/>            |
| National coordinator | <input type="checkbox"/>            |

This Contract consists of the following:

- Specific Conditions
- General Conditions (forming Annex 1 of the Contract)

The Specific Conditions take precedence over Annex 1. Signature of the Specific Conditions means that the Contractor has read and accepts the terms and conditions contained in the annex.

**Article I.1. – Project information**

The IMPACT EdTech Project (the Project) is funded from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 871275 (The Grant Agreement).

The Contractor was selected to participate in the IMPACT EdTech programme following the application of Eva Raffajová, teacher at ZAKLADNA SKOLA LUBICA to the open call launched by EUN for pilot teachers interested to test, in their schools, the educational technologies offered by the start-ups funded under the Project.

**About the Project**

IMPACT EdTech aims to support promising European start-ups in the educational sector to develop and commercialise their innovative educational solutions, by providing them with equity-free financial support and access to a range of services which aim to help companies make their products better fit the needs of the educational sector. Among these services, the project offers start-ups the opportunity to pilot their solutions in classroom settings, activity which is led by EUN, in collaboration with each piloted start-up.

**About EUN**

EUN is the network of 33 European Ministries of Education, based in Brussels. As a not-for-profit organisation, it aims to bring innovation in teaching and learning to its’ key stakeholders: Ministries of Education, schools, teachers, researchers, and industry partners. The role of EUN is to oversee the coordination of the pilots and facilitate the arrangements between the school and each piloted start-up.

**Article I.2 Extension of the Grant Agreement**

The Contractor agrees that this Contract is subject to the terms and conditions of the Grant Agreement. The Contractor recognises and that the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 of the Grant Agreement also towards the Contractor.

**Article I.3. - Contract period of the present contract:** From 4 April 2022 until 8 July 2022

**Article I.4. - Fees:** For the execution of the tasks detailed in Article I.6, EUN Partnership will pay the Contractor an amount of €1,000 (one thousand euro). This amount shall be exclusive of VAT but shall be inclusive of all other costs, charges and expenses. Payment will be made 30 days end of month upon receipt of the Contractor’s invoice. If the tasks as described hereunder are not successfully completed and/or any reports required to be submitted are not submitted on time, then the fees may be reduced proportionately which

may lead to a reduction in the balance payment or a reimbursement of any advance received.

The fees detailed above shall be the only payments due to the Contractor relating to the piloting carried out in the school. The Contractor shall have no right to any payment for any improvements made to the solution which is tested in the school.

Payment will be made according to the provisions of Article II.4 of this Contract.

**Article I.5. - Banking details:**

Name of the Account Holder: ZAKLADNA SKOLA LUBICA

Address of the Account Holder: Skolska 1, 5971 Lubica, Slovakia

Bank name: UniCredit Bank

IBAN Code: SK5211110000006619326028

SWIFT: UNCRSKBX

**Article I.6. - Tasks:**

During the contract term, the Contractor commits to facilitate the operational delivery of the IMPACT EdTech pilot involving the testing of Levebee including:

- Agree with the piloted start-up on the data processing arrangements specific to each pilot. Under these arrangements, the Contractor would normally be the Controller with respect to the information and consent forms collected from the parents and pupils who are participating in the pilot;
- Provide operational support for the implementation of the pilots when necessary, including but not limited to:
  - Support the Pilot Teacher in the implementation of the piloting activities
  - Allow the use of school equipment for the pilot implementation when/if necessary.
  - Support in printing and postage of documents, e.g. information sheets and consent forms for pupils and parents, or other relevant documentation necessary for the implementation of the pilot.
- The Contractor may be requested by EUN to provide additional activities and input. The fees specified in article I.4 shall be deemed to cover these extra tasks if required.

**Signatures:**

Marc Durando  
EUN

ZAKLADNA SKOLA LUBICA  
The Contractor

## ANNEX 1 – GENERAL CONDITIONS<sup>21</sup>

### **Article II.1. – Work and timing**

The Contractor shall be responsible for the performance of the Tasks defined in Article I.6. of the present Contract. The work will be spread over the period defined in Article I.3.

### **Article II.2 - Relationship**

The Contractor shall provide the Tasks as an expert to EUN.

The Contractor is and throughout this Contract shall be an independent contractor and not an employee of EUN.

EUN expressly recognizes that it has no right, power or authority whatsoever over the Contractor, without prejudice to the right of EUN to give guidelines regarding the Tasks to be performed. The present Contract does not establish any link of subordination between parties, which could lead to an employment contract.

As a consequence,

- the Contractor is not bound to specific working hours;
- the Contractor is not bound to dedicate all his/her time to the execution of the present Contract and may work under any form he/she wishes for other companies;
- the Contractor organises his/her activities; and,
- the Contractor will be responsible for all social and fiscal obligations applicable to independent workers in the country of residence.

### **Article II.3. - Payments**

- Payments will be made to the bank account of the Contractor in accordance to the banking details given by the Contractor in article I.5;
- Bank charges will be shared, provided IBAN and BIC codes mentioned by the Contractor are correct.

### **Article II.4 - Fees**

Upon the successful completion of the Tasks, the Contractor will invoice or send a debit note to EUN for the amount detailed in article I.4. VAT shall be added at the appropriate rate if it is required to be charged. The invoice or debit note shall be payable 30 days end of month. The fee is inclusive of all costs and charges except where it has been indicated in article I.4 that travel, accommodation and expenses will be paid. In which case, these expenses shall be included in the amount to be charged and reimbursed in accordance with the standard travel policy of EUN provided prior approval of the travel was obtained from EUN.

Nothing in this Contract shall be considered as creating an employment contract.

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<sup>21</sup> General Conditions – November 30, 2010

### **Article II.5 - Confidentiality**

The Contractor will respect the confidentiality of any information that is linked, directly or indirectly, to execution of the Tasks. He/she will not divulge to third parties or use for his/her own benefit or that of any third party any document or information not available publicly, even after completion of the Tasks.

### **Article II.6 – Business Practices/Professional Standards**

The Contractor agrees to perform the Tasks in accordance with the appropriate professional standards applicable to the type of Tasks to be carried out and the qualifications and experience of the Contractor. The Contractor also agrees to adhere to fair and ethical business principals and to comply with all relevant laws and regulations governing the activities of the Contractor at no additional cost to EUN.

If the Contractor is required to process personal data under this contract on behalf of EUN<sup>22</sup>, it will process such data in compliance with the requirements of the EU's General Data Protection Regulation ("GDPR"). The Contractor will also comply with any instructions given to him/her by EUN concerning such data processing. The Contractor will keep such data secure and safe in accordance with the provisions of the GDPR. The Contractor will notify EUN immediately in writing in the event of loss, breach, or access to such data is compromised in any way. The Contractor will also inform EUN immediately if a data subject contacts the Contractor concerning exercising its rights over such data.

In the event that any act or omission of either party or its employees, agents or representatives, causes or results in damage to, loss or destruction of property of the other party or third parties, and/or death or bodily injury to persons, including but not limited to employees, customers or business invitees or visitors of either party, then such party shall indemnify, defend and hold the other party free of liability from and against any claims, actions, damages, demands, costs and expenses whatsoever, including reasonable legal fees and expenses, resulting thereof.

The Contractor warrants that any product or service whatsoever that will be delivered under the terms of this Contract does not infringe on any third-party proprietary rights. The Contractor agrees to defend, indemnify and hold EUN or EUN's clients free of liability from any claims or actions raised by a third party that any product or service delivered by the Contractor under the terms of this Contract infringes proprietary rights by a third party.

### **Article II. 7. - Ownership of the results - Intellectual property**

Any results or rights thereon, including copyright, database rights and other intellectual property rights, obtained in performance of the Contract, shall be owned solely by EUN, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to entering into the Contract. Where necessary, the

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<sup>22</sup> Normally such processing will not occur as the Contractor will be acting as a Data Controller in its own right with respect to the consent forms collected from the parents and pupils.

Contractor agrees to complete at its cost any assignment or other legal document required to transfer to EUN the ownership of any IPR produced by him/her under this Contract.

#### **Article II.8. - Termination**

In the event that the Contractor fails to perform any obligations under the present Contract and does not remedy such failure within 15 days after having received a notice in writing from EUN specifying the failure and requiring such remedy, then without prejudice to any other rights or remedies, EUN shall be entitled to terminate the present Contract forthwith, without the application of any juridical procedures, by notice in writing to the Contractor.

If the Contractor or EUN breaches the terms of the present Contract, the other party shall have the right to terminate this Contract.

Either party to this Contract shall have the right to terminate this Contract if the other party is insolvent or enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors.

EUN shall have the right to terminate the present Contract if the Contractor has made false declarations to EUN on work carried out or on expenditure. If the present Contract is so terminated, EUN may require the Contractor to reimburse all or part of the payments made under this Contract.

#### **Article II.9. - Liability**

The Contractor shall indemnify EUN and any other partner against any claim made against or liability incurred by EUN in respect of any infringement by the Contractor of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the Contractor to EUN pursuant to the present Contract.

EUN shall not be required to provide insurance cover to persons participating in activities undertaken by the Contractor under the present Contract.

#### **Article II.10. - Modification of the Contract**

Changes or amendments to the present Contract shall be approved by both parties to the Contract and become effective when signed by authorized representatives of both parties.

#### **Article II.11. - Settlement of Disputes and Applicable Law**

If there is a dispute or difference between the parties arising out of or in connection with the present Contract or out of activities undertaken under the present Contract, including disputes regarding quality, the parties shall first endeavour to settle it amicably. Proper venue for any arbitration or legal proceeding related to the present Contract shall be in Belgium. This Contract is governed by the laws of Belgium.