



Draft Template Contract

The project “TEMPO - Temperature Optimisation for Low Temperature District Heating across Europe” (hereinafter referred to as “TEMPO”), represented by Euroheat & Power, AISBL (hereinafter referred to as “EHP”), represented for the purpose of the signature of this contract by Euroheat & Power represented by Paul Voss, Montgomery Oliver Europe acting as Managing Director.

of the one part,

and

Organisation or Name of individual researcher

Address

City

Country

VAT registration number (if applicable)

(hereinafter referred to as “name”), represented for the purposes of the signature of this contract by

Name

Title

of the other part

HAVE AGREED

Article 1 – Subject

The subject of this Contract is the definition of conditions under which “name” will provide services, specifically the “Research Study on: Crowdfunding as a new financing tool for district heating” and subsequently the report “D6.4 Report: Crowdfunding Study”, notably in the framework of the “Task 6.5 Crowdfunding as a new financing tool for district heating” part of “WP6¹ Replication – Business Models” as defined in the TEMPO project.

A detailed description of the work, as described in the Grant Agreement signed between Executive Agency for Small and Medium-sized Enterprises (EASME) and the Consortium Partners of the TEMPO project is presented more in detail in Annex 1 of the present contract.

The service is subcontracted according to the Grant Agreement’s Article 13 – Implementation of Action Tasks by Subcontractors, (Annex 2 of the present contract). As such, “name” will allow that the Agency for Small and Medium-sized Enterprises (EASME), the European 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 (Annex 3 of the present contract). Moreover, the obligations listed under Articles 35, 36, 38 and 46 of the Grant Agreement (Annex 4 of the present contract) will apply to “name” as a subcontractor.

(Note: Annexes will be added to the final contract).

Article 2 – Duration

- 2.1 The Contract shall enter into force on the date on which it is signed by the last contracting party.
- 2.2 The work to be carried out by “name” is scheduled to be completed by month 9 of the TEMPO project², as such “name” will submit the final report to EHP on 02.06.2018. “Name” must be available to develop the work described in Article 1 during this timeframe.

Article 3 – Supervision and collaboration

The work developed by “name” as described in Article 1 will be done independently by “name” who will liaise as needed with the task Leader, EHP. “Name” will also liaise with the representatives in charge of the demonstration site selected to be used as a case for the study.

Collaboration with other partners of the TEMPO project can take place, depending on TEMPO’ needs.

¹ WP = Work Package

² Month 1 of the TEMPO project is October 2017, subsequently Month 9 is June 2018.

Article 4 – Use of the results

As indicated, in the Grant Agreement signed between consortium partners of the TEMPO project and the Executive Agency for Small and Medium-sized Enterprises (EASME), the result of the study, presented in the form of a report “D6.4 Report: Crowdfunding Study” is a public document. As such it will be disseminated and made available on the TEMPO project website (www.tempo-dhc.eu).

The result of the study, the report “D6.4 Report: Crowdfunding Study” will be owned by the EHP.

Article 6 – Payment

- 6.1 The work developed under this contract by “name” is fixed to a total amount of € “insert amount” this amount includes all other costs and expenses, excluding VAT.
- 6.2 EHP shall transfer directly to “name’s” bank account (insert account information) the following amounts:
- A first part representing 30% of the total amount within 30 days after the signature of the contract and receiving the first invoice from “name”.
 - A final payment with the remaining 70% within 30 days after receiving the final report and the final invoice from “name”.

Article 7 – Dissolution and Termination

Either party can terminate this Agreement for cause upon written detailed notice and reasonable term to cure the breach to the other party: only if the other party fails imputably to fulfill the fundamental obligations indicated in this agreement.

Article 8 – Applicable law and settlement of disputes

- 8.1 The Contract shall be governed by the Belgian law.
- 8.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels, Belgium.

By signing below both parties agree to the conditions stated above:

Date of Signature:

Name:

Function:

Organisation (if applicable):

Signature:

Date of Signature:

Euroheat & Power represented by

Paul Voss, Montgomery Oliver Europe,

acting as Managing Director

Signature: