**CONTRACT FOR SERVICES IN HORIZON 2020**

This Contract is made and shall be effective within the project MARINA “*Marine Knowledge Sharing Platform for Federating Responsible Research and Innovation Communities*”, funded by the European Commission under the Horizon2020 Programme, contract *710566*, signed *22/04/2016* (hereinafter referred to as “the Project”).

The Contract is agreed upon by and between

* Consiglio Nazionale delle Ricerche (CNR) - Piazzale Aldo Moro 7, 00185 Rome, Italy, VAT 02118311006 (hereinafter referred to as “the Beneficiary”) and
* Name of the Provider, Provider mail address, Provider VAT number (hereinafter referred to as “the Provider”)

Both the Beneficiary and Provider also being referred to herein as Party or Parties as appropriate.

Given that:

* the Beneficiary is CNR, a research institution involved as main contractor in the Project;
* the Provider is a ........ (Type of organization) which offers support in “local collaborative events”;
* the Beneficiary is to be provided with “local collaborative events” as described in Annex I.
* the Annexes are integral part of this contract.

Both Parties agree to the following:

**Article 1. – Definitions and interpretation**

In this Contract the following words and phrases shall have the meaning ascribed thereto:

* “Contract” means this agreement together with Annexes I , II and III attached hereto and made a part hereof;
* “Grant Agreement” (Annex IV) means the agreement (number: *710566*) signed by the Beneficiary and the *European Commission, Research Executive Agency REA*;
* “Local Collaborative Events” LCE Services means services related to the full organisation of one or more “local MML workshops”, as described in the Grant Agreement;
* “Beneficiary” means the party for whose ultimate benefit the LCE Services are provided;
* “Provider” means the party that is contractually obligated to supply its assistance in order to provide the LCE Services described in Annex I.

**Article 2. – Entire agreement**

2.1 This Contract constitutes the entire agreement between the Parties. In the event of ambiguity or contradiction between the documents comprising this Contract, this document shall take precedence followed by the Annexes in the sequence listed:

* Annex I - Scope and manner of services
* Annex II - Payment for services rendered
* Annex III - Steps of the activities required
* Annex IV - Grant Agreement

2.2 As long as this should not be mutually approved and applied by the authorized representatives of the Parties, any modification of the provisions of this Contract shall not be valid and binding for the other Party.

**Article 3. – Subject of the contract**

The Provider shall perform the LCE Services described in Annex I “Scope and manner of services” and in Annex III “Steps of the activities required”, as required by the Beneficiary, in consideration for which the latter shall pay the amounts calculated pursuant to the Annex II “Payment for services rendered”.

**Article 4. – Terms of payment**

4.1 For the performance of the “LCE Services”, the Provider shall be paid the amounts specified in Annex II “Payment for services rendered”.

4.2 The invoices shall be paid by the Beneficiary within 30 (thirty) days of invoices’ date.

**Article 5. - Variations**

5.1 Each Party shall promptly inform the other Party in writing of any event or situation that may necessitate a revised or new Contract between the Parties, due to a modification of the scope, character, duration or execution of the LCE Services, the Contract price, or other aspects of the Contract.

5.2 Any modification of the terms and conditions of this Contract, including Annexes hereto, shall only be valid if in writing signed by or on behalf of the Parties hereto.

**Article 6. - Force Majeure**

The Provider and the Beneficiary are released from their responsibility for partial or complete non-execution of their obligations under the Contract, should this non-execution be caused by the circumstances of force majeure, such as: flood, fire, earthquake, strikes, acts of state authorities which could arise after conclusion of the present Contract.

**Article 7. - Termination of Contract**

The Provider may, by written notice to the Beneficiary, immediately terminate the Contract for the following causes:

1. the Beneficiary becomes insolvent or bankrupt or is unable to pay its debts as they fall due;
2. the Beneficiary delays the payment beyond 30 (thirty) days after the deadline provided by art. 4.2;
3. any change in the constitution or ownership of either Party which may affect significantly the results which the other Party may reasonably expect to obtain from the present contract.

**Article 8. -Notices**

8.1 The Parties declare that their addresses, e-mails and fax numbers mentioned in this Contract are their addresses e-mails and fax numbers for notifications and that they will accept any notified warnings, statements and declaration made to these.

8.2 The validity of a mail notification pass through a “Receipt Confirmation”, attesting that the other Party is informed.

8.3 Any change of address, e-mail and fax number shall be notified to the other Party by registered mail.

**Article 9. - Contract duration**

The Contract comes into effect upon signature by both Parties and shall be in full force until the LCE Services have been completed and the obligations of the Parties fulfilled.

**Article 10. - Subcontracting**

The Provider, if deemed necessary, shall subcontract the LCE Services described in Annex I to a Third Party, only after the approval of the Beneficiary.

**Article 11. - Confidentiality**

11.1 The Parties undertakes, for the terms of the present Contract and within 5 (five) years beyond its completion, not to communicate to Third Parties any technical, commercial or financial information which they have exchanged in relation to the LCE Services provided in Annex I.

11.2 On completion of the Contract, all documentation supplied by the Beneficiary shall be returned.

**Article 12. – Record-keeping and Accounts**

12.1 The Provider shall keep accurate and systematic accounts and records in respect of the performance of the LCE Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all income and expenditure and relevant time changes.

12.2 Unless otherwise required by the Beneficiary, all financial and accounting records in relation to the performance of the LCE Services under the Contract, including original payment documents, shall be kept for at least five years after the end of the LCE Services and shall be made available to the Beneficiary upon request.

12.3 The Provider accepts to provide all the necessary information and to grant rights in accordance to Article 13 of the Grant Agreement to guarantee the eligibility of the cost concerned.

**Article 13. - Applicable law**

This Contract shall be governed by and construed in accordance with the laws of Italy.

**Article 14. - Exclusive jurisdiction**

The Parties submit any dispute, disagreement or difference arising from the present Contract or in connection with it to the exclusive jurisdiction of the Court of Rome.

**Article 15. - Severability**

If any provision or provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Invalidity or unenforceability of one or more provisions of this Contract shall not affect any other provision of this Contract.

By signing the present contract in duplicate, both Parties express their complete conformity there to:

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of For and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title Name and Title

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