

AGREEMENT ON PROVISION OF SERVICES (“Agreement”)

This Agreement is made on January 15th, 2013

BETWEEN

Centrum vedecko-technických informácií SR

(Slovak Centre of Scientific and Technical Information)

represented by: prof. Jan TURNA, PhD., director

Lamacska cesta 8/A, 811 04 Bratislava,

SLOVAK REPUBLIC

further referred to as “Contractor”

and

Association of European Science & Technology Transfer Professionals,

represented by: Claar-els van Delft, General Manager

Stationsweg 28 A, 2312 AV Leiden,

THE NETHERLANDS

further referred to as "Service Provider",

collectively referred to as "Parties".

RECITALS

By the request for providing price offers dated on 10th of January 2013, the Contractor invited tenderers to provide price offers for the Organisation of training for Slovak technology transfer and cluster managers.

The Service Provider submitted a response to the request for providing price offers on 11th of January 2013 with the lowest price offer and was selected by Contractor as successful tenderer.

The Contractor wishes to be provided with services (“Services”) defined below by the Service Provider and the Service Provider agrees to provide Services to the Contractor under the terms and conditions of this Agreement.

1. KEY TERMS

1.1. Services

The Service Provider shall provide following Services to the Contractor in accordance with the terms and conditions of this Agreement:

Subject: ORGANISATION OF TRAINING FOR SLOVAK TECHNOLOGY TRANSFER AND CLUSTER MANAGERS.

Organisation of training that will address following areas/skills of TT and cluster managers: Identification and evaluation of IP; Effective ways of IPR protection; Different forms of technologies’ commercialization; Marketing of technologies and partner search; Negotiating licensing agreements; Creation of spin-offs; Building TT manager – researcher relationship; Effective support of TTO to researchers; etc.

Training practically focused, conducted in an interactive way.

The training will be organized within the project *FORT – Fostering Continuous Research and Technology Application*, project number 3CE325P1.

1.1.1. Priority topics of the training

- a) Identification of technologies (technology scouting);
- b) Evaluation of technologies (evaluation of commercial potential of technologies);
- c) Technology marketing (approaches, promotion channels, partner search);
- d) Commercialisation via licensing (incl. licensing agreements);
- e) Commercialisation via a spinout (including approaches to business planning/fund raising);
- f) Negotiation strategies and approaches (incl. training in negotiations skills).

1.1.2 Requirements on trainers/experts

- a) internationally recognized experts in the topic of Technology Transfer;
- b) minimum 10 years relevant experience in both academia and business environment;
- c) teaching/ training experience; proven track of success stories – spin-outs creation / technologies' licensing;
- d) must have approval of internationally recognised technology transfer specialised organisation/association like AUTM, ASTP, ProTon Europe or similar).

1.1.3 Specifications

- a) Training for minimum of 20 participants;
- b) Number of required trainers/experts: min. 2;
- c) Duration of the training: 1.5 or 2 days training;
- d) Includes all costs of trainers/experts, e.g. travel, allowance, accommodation, etc.;
- e) Includes costs for preparation and printing of studying materials;
- f) **Date and venue:** Bratislava (Slovak republic), 14th and 15th of February 2013
Venue: premises of the Slovak Centre of Scientific and Technical Information;
- g) Conference room and facilities (conference/meeting rooms, technical equipment and refreshment) will be full assured in full by the Contractor.

1.2. Delivery of the Services

- a) **Start date:** The Service Provider shall commence the provision of Services on 14th of February 2013 ("Start Date").
- b) **Completion date:** The Service Provider shall complete provision of Services on 15th of February 2013 ("Completion Date").

1.3. Price

The price for the provision of Services defined in this Agreement has been agreed, according to provided price offer of the Service Provider, in amount of **EUR 9.990,00** (*nine thousand nine hundred ninety EUR*), VAT included] ("Price").

1.4. Payment

- a) The Contractor agrees to pay the Price to the Service Provider in one payment.
- b) The Service Provider shall invoice the Contractor for Services before the Start Date.
- c) The Contractor shall pay such invoices within 30 days of invoice receipt from the Service Provider.

2 GENERAL TERMS

2.2 Warranty

The Service Provider represents and warrants that:

- a) it will perform Services with reasonable care and skill; and
- b) Services and Materials provided by the Service Provider to the Contractor under this Agreement will not infringe or violate any intellectual property rights or other rights of any third party.

2.3 Limitation of liability

- a) Subject to the Contractor's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- b) To the extent it is lawful to exclude the following heads of loss and subject to the Contractor's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- c) Nothing in this Clause 2.3 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

2.4 Term and Termination

- a) This Agreement shall be effective on the date following the date of publishing this Agreement in the Slovak Central Registry of Contracts according to respective law of the Slovak Republic, and shall continue, unless terminated sooner, until the Completion Date.
- b) Either Party may terminate this Agreement upon notice in writing if the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do;
- c) Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is

expressly or by implication intended to come into or continue in force on or after such termination.

2.5 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.6 Miscellaneous

- a) The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b) If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.
- c) Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- d) This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e) This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- f) Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g) This Agreement shall be governed by the laws of the jurisdiction in which the Contractor is located (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

SIGNATURES

for the Contractor
prof. Jan TURNA, PhD.
Date:

for the Service Provider
Claar-els van Delft
Date:
