

Consultancy Agreement

This Consultancy Agreement (the "Agreement") states the terms and conditions that govern the contractual agreement.

Between

1. **Nanobranes**, having its office at Lindanusstraat 34, 9200 Dendermonde, Belgium, Further called "Consultant",

And

2. **University of Palermo (Italy), Department of Earth and Marine Sciences - DiSTeM, via Archirafi, 22 90123 Palermo (Italy)**, acting in its capacity as beneficiary of a grant application RESCUE within the framework of Horizon Europe, call HE-MISS-2023-OCEAN-01-01 (the "Project") – VAT N. IT00605880822

Further called "partner"

1. Term

1.1 This Agreement shall enter into force on date of signature and remain in full force and effect until the approval of the grant application.

1.2 This Agreement shall automatically terminate in case the funding authority does not grant the Project.

1.3 The provisions regarding confidentiality (section 4) and Dispute Resolution (section 6) shall survive the expiration or termination of this Agreement. A separate NDA can be arranged between the parties, including Consultant.

2. Consulting Services

The Consultancy services (the "Services") concerning the Project are to be carried out by the Consultant in close collaboration with the Partner and according to the task distribution below:

- (a) Consultant will prepare the A-forms in the EU portal.
- (b) Consultant will assist in developing the proposal, section Excellence, Impact and Implementation.
- (c) Upon approval, Consultant will support the coordinator of the project with the Consortium Agreement.

3. Costs

3.1 The consultant will charge 0.2% of the FUNDING the partner requested from the EC, equal to **998,314** euro $((499.157 \text{ euro}/100)*0.2)$.

3.2 The consultant will invoice only after submission of the proposal.

3.3 The fee and prices mentioned in this section are exclusive of VAT and payable thirty (30) days from the date of invoice.

4. Confidentiality

4.1 If requested by the consortium, a separate NDA can be arranged among the Partners of the consortium and Consultant will also sign this document to set the specific rules for confidentiality.

5. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by consultant and partner.

6. Applicable Law and Dispute Resolutions

6.1 This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of Belgium.

6.2 All disputes arising out of, or in connection with, the interpretation, performance and/or termination of this Agreement that cannot be amicably settled between the Parties within a period of thirty (30) days from notification by the claimant, shall be finally settled under the rules of arbitration of the International Chamber of Commerce. The arbitration proceedings shall take place in Brussels and shall be conducted in confidentiality and in the English language.


IN WITNESS THEREOF, Consultant and Partner have caused this Agreement to be executed through their duly authorized representatives.

Consultant: NANOBRANES
Name: Philippe Westbroek

Partner: Dept. DiSTeM
Name: Prof. Attilio Sulli.

Signature

Date:


16/10/2023

Signature

Date: