LIVEMX

LIVEMX´S JURY MEMBER

MODEL OF SERVICE AGREEMENT

INOVA+ EMEE LIVEDMA Co-funded by the European Union

SERVICE AGREEMENT

AGREED BETWEEN

INOVA+ Innovation Services, S.A. (hereinafter referred to as "the Coordinator"), leader of the consortium of the project “LIVEMX – Upholding competitiveness, innovation, and diversity of Europe’s music sector” (Grant Agreement Number 101122478), represented for the purposes of signature of this Contract by [to be completed],

on the one part,

AND

[please insert full official name]
[please insert official legal status or form]
[please insert official registration No]
[please insert the official address in full]
[please insert VAT number],

hereinafter referred to as “the contractor ”, represented for the purposes of signature of this Contract by [function, forename and surname]

on the other part,

HAVE AGREED to the terms of this Contract, which shall rule the relations between the parties.

1. SCOPE OF SERVICES

The contractor herewith agrees to provide the following services, relating to the project LIVEMX – Upholding competitiveness, innovation, and diversity of Europe’s music sector” (Grant Agreement Number 101122478):

- participating in the online kick-off meetings;
- complying with the process and deadlines presented during the kick-off meeting [to be provided in Annex 1];
- assessing the applications from the three LIVEMX Open Calls for Projects, as defined during the kick-off meeting, complying with the deadlines of the evaluation;
- delivering the assessment tool completed with the quantitative and qualitative analysis of the assigned proposals;
- being available for eventual consolidation online meetings/exchanges (with peers evaluating the same applications), before the deadline provided for the final ranking;
- participating in the online rankings meeting that will conclude the process

2. DATE AND PLACE OF DELIVERY

The services provided under this contract will be divided into three distinct time phases, each corresponding to the assessment of the anticipated Open Call for Projects. For the First Open Call for Projects, the tasks outlined in point 1 will commence on January 9, 2024, coinciding with the online kick-off meeting. These activities will culminate with the online ranking meeting scheduled for February 9, 2024. Jurors will also be required to make themselves available for the assessment phase of the Second Call for Projects, which will take place during July and August of 2024. Subsequently, jurors are

expected to partake in the evaluation of projects submitted for the Third Open Call for Projects, a process that will occur between December 2024 and January 2025.

3. CONTRACT PRICE AND PAYMENT

Subject to the terms and conditions of this contract and in consideration of the services to be performed by the contractor, INOVA+ shall pay a total of 4200 Euros (including value-added tax (VAT) for the contractor's services under this agreement.

The total compensation will be disbursed in three separate instalments of 1400 Euros, each corresponding to services performed in relation to one of the three Open Call for Projects evaluations.

4. BANK ACCOUNT

Payments shall be made in Euros to the contractor's bank account upon receipt of the respective invoice/s. The contractor will provide the following details to facilitate payment:

Exact designation of account holder: [Information to be provided by contractor]
IBAN code: [Information to be provided by contractor]
SWIFT code: [Information to be provided by contractor]

5. TAXATION, SOCIAL SECURITY AND LABOUR LAW

The contractor shall have sole responsibility for the payment of any taxation associated with the fee and for all matters of social security.

The contractor will comply with all labour and social law of the country in which the contractor is located in the performance of services.

6. THIRD PARTIES AND SUB-CONTRACTING

The contractor shall not subcontract third parties.

7. OWNERSHIP OF RESULTS AND INTELLECTUAL PROPERTY

The results produced by the contractor in fulfilling this contract shall be fully and irrevocably acquired by INOVA+, with the approval of and payment for services.

8. CONFIDENTIALITY

All information received by the contractor in the performance of the contract and production of results will be held strictly confidential. The contractor shall not disclose confidential information to any third party at any time.

The contractor shall hold and maintain in strict confidence all confidential technical and business information they receive in the performance of the contract and shall not disclose confidential information to any third party at any time.

This applies to all information the contractor receives.

The confidentiality obligation shall be binding on the contractor unless: (a) INOVA+ agrees to release the contractor from the confidentiality obligation at an earlier date; (b) the confidential information becomes public through means than a breach of the confidentiality obligation by the contractor bound by that obligation; (c) the disclosure of the confidential information is required by law.

9. CONFLICT OF INTERESTS

The contractor must take all necessary measures to prevent any situation of conflict of interest, including signing a declaration on this matter.

The contractor must inform INOVA+ without delay of any situation constituting or likely to lead to a conflict of interests and must take immediately all the necessary steps to rectify this situation.

10. PLACE OF JURISDICTION AND APPLICABLE LAW

The Contract is governed by its terms, the Union law applicable, and, on a subsidiary basis, by the law of Portugal.

11. AMENDMENTS

Any amendment to the contract shall be made in writing before the fulfilment of all contractual obligations.

12. TERMINATION OR WITHDRAWAL

The contractor may withdraw from this contract by providing a written notice to the Coordinator at least two months prior to the anticipated service provision dates, as outlined in section 2.

The Coordinator may terminate this contract for any of the following reasons, including but not limited to:

a) Unsatisfactory work quality or failure to meet the agreed-upon standards.
b) Breach of any material term or condition of this contract.
c) Failure to perform the services as specified within the agreed-upon timeframe.
d) Violation of any applicable laws or regulations that affect the provision of the services.

In the event of termination by the Coordinator, written notice shall be provided to the contractor, specifying the reasons for termination and the effective termination date. The contractor shall be entitled to receive payment only for the services provided up to the termination date.

SIGNATURES

For the Beneficiary
[Insert forename, surname and function]

For the LIVEMX Coordinator
[Insert forename, surname and function]

Done at [insert date DD/MM//YYYY] on [insert city and country]