

SUBCONTRACT

This Subcontract (the “Agreement”) is made between:

Vlaamse Instelling voor Technologisch Onderzoek, a limited liability company, with its registered office at 2400 Mol, Boeretang 200, Belgium, KBO 0244.195.916 (RPR Turnhout), represented by Dirk Fransaer, Managing Director, hereinafter referred to as “VITO”;

and

Association pour le Contrat Naturel, with office at **118, rue de Sèze, 69006 Lyon, France**, company number SIREN 84244600700010, represented by Ioan NEGRUTIU, hereinafter referred to as “the Subcontractor”.

Where appropriate hereinafter individually referred to as “Party” and collectively referred to as “Parties”

RECITALS

Whereas VITO has entered into a contract (“the Main Agreement”) with International Union for Conservation of Natural Resources (IUCN) (“the Client”) for the performance of the project entitled “Implementation of Gouvernance Régionale des Aires Protégées en Afrique de l’Ouest” (“the Project”).

Whereas VITO wishes to subcontract to the Subcontractor the performance of certain tasks within the Project under the terms and conditions detailed in this Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and premises contained herein, VITO and the Subcontractor agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 Subject to the terms and conditions detailed in this Agreement, the Subcontractor shall perform the tasks that are its share of the Project as described in **Annex 1** of this Agreement (“the Services”).
- 1.2 The Subcontractor agrees to be subject to and bound by the stipulations of the Main Agreement (attached to this Agreement in **Annex 3**) as far as they are applicable to the Services. The Subcontractor undertakes to deliver on time all reports, deliverables, data and other documents related to the Services that VITO is required to provide under the terms and conditions of the Main Agreement.
- 1.3 The Agreement and its Annexes constitutes the entire understanding between Parties. In case of discrepancies, ambiguity, or if any conflict should arise between these contractual documents, the former shall prevail in descending order of precedence:
 - a) the provisions of the present document;
 - b) Annex 1: scope of services;
 - c) Annex 2 : financial conditions;
 - d) Annex 3: the Main Agreement.

The general terms and conditions of the Subcontractor are not part of this Agreement.

- 1.4 The Agreement contains the entire agreement of the Parties with regard to the Project and contains everything the Parties have negotiated and agreed upon within the framework of the Project. It replaces and annuls any agreement, communication, offer or correspondence, oral or written, previously exchanged or concluded between the Parties and referring to the same object.

ARTICLE 2 - OBLIGATIONS OF THE SUBCONTRACTOR

- 2.1 The Subcontractor undertakes to perform the Services in accordance with the highest professional standards, in accordance with the terms and conditions of this Agreement and in accordance with all reasonable instructions issued by VITO. The Subcontractor shall keep VITO promptly informed about any and all circumstances and events that might affect the timely and proper performance of the Services pursuant to this Agreement.
- 2.2 The Subcontractor shall not comply with any instructions or directions which are issued by the Client directly to the Subcontractor. If the Subcontractor receives any such direct instructions or directions, it shall forthwith inform and consult VITO and provide VITO with a copy of the instruction or direction, if it was given in writing. The Subcontractor acknowledges that all communications with the Client regarding the Project or the Services will be led by VITO.
- 2.3 The Subcontractor is fully responsible for the proper and timely performance of the Services, including the supply of any and all documents, information and/or reports required by the Client for these Services according to the provisions of the Main Agreement.

ARTICLE 3 - FINANCIAL CONDITIONS

- 3.1 For the performance of the Services, VITO will pay to The Subcontractor an amount of 4292 Euro, VAT excluded. The Subcontractor shall in due time provide VITO with the statements and all other information required by VITO and/or the Main Agreement to verify that the conditions for invoicing by Subcontractor are met and/or in order to be able to prepare the invoices to the Client, according to the intervals stated in **Annex 2**.
- 3.2 Payment will be done after final approval of the invoice and payment of the Client to VITO ('if and when').
- 3.3 Payments will be made at the bank account indicated on the invoice of the Subcontractor.

ARTICLE 4 - CONFIDENTIALITY

- 4.1 The Subcontractor acknowledges that all information that he receives about or related to the Project, is confidential and is only made available to the Subcontractor for the sole purpose of the realization of the Services.
- 4.2 The Subcontractor shall refrain from making copies of the files, documents, databases and other material provided to it, except those strictly necessary for the execution of the Services and for security reasons.
- 4.3 The Subcontractor shall refrain from disclosing to anybody any information whatsoever and to refrain from providing anybody with complete and/or partial copies of any document, file, database, result, drawing, know-how and/or invention disclosed to him, unless expressly authorised by VITO. The Subcontractor shall use the information and the documents it may be provided with only for the purpose of implementing the Services according to this Agreement.
- 4.4 Notwithstanding the termination of the present Agreement, the obligations of both Parties under this clause shall continue for a period of five (5) years following the termination of the present Agreement.

ARTICLE 5 – INTELLECTUAL PROPERTY

- 5.1 Any and all results of the Services (including, but not limited to, reports, documentation as well as the information contained therein) are the exclusive property of VITO. The Subcontractor hereby assigns and transfers to VITO all rights, title and interest in and to VITO as far as needed to fulfil the Main Agreement. Where the transfer of these rights requires a deed, the Subcontractor will unconditionally and upon request of VITO execute documents to perfect title to any and all rights in the results.
- 5.2 As far as needed to fulfil the Main Agreement the Subcontractor grants to VITO a non-exclusive, royalty-free and non-transferable license on its existing intellectual property rights ("Background

and Patents”), to use these for the performance of its own work for the Project and/or to comply with its obligations under the Main Agreement.

- 5.3 As far as needed to fulfil the Main Agreement the Subcontractor grants to VITO and the Client a non-exclusive and royalty-free license on its Background and Patents, to use, copy, change and amend these for the use of the results of the Project. According to this provision VITO has the right to grant sub-licenses to the Client.
- 5.4 The Subcontractor shall immediately notify VITO of any third party industrial property rights of which it becomes aware during the performance of this Agreement and which could preclude the Client's use agreed in the Main Agreement. The Parties shall decide in joint consultation how such industrial property rights shall be taken into consideration in the further performance of the Project.

ARTICLE 6 - TERM AND TERMINATION OF THIS AGREEMENT

- 6.1 This Agreement shall commence on the last date of signature (“the Effective Date”) and shall remain in force until two (2) year from its Effective Date.
- 6.2 In the event of termination of the Project by the Client, VITO is entitled upon written notice to terminate this Agreement with immediate effect. In that case the Subcontractor shall immediately discontinue further performance of its tasks and immediately provide to VITO all information regarding fully or partially completed tasks. The Subcontractor shall be entitled to payment in respect of Services completed and accepted by the Client and for which financial compensation has been received by VITO from the Client.
- 6.3 In addition to the provisions of the Main Agreement, VITO shall be entitled, in case of default by the Subcontractor in the performance of its obligation under this Agreement, to perform or to have a third party of its choice perform the Services at the costs and risks of the Subcontractor, without any repercussions on the liability and guarantees of Subcontractor under this Agreement. No other formalities are required than a fifteen (15) day written notice from VITO to the Subcontractor.
- 6.4 Notwithstanding the expiration or termination of this Agreement, all rights and obligations, which by their nature survive the expiration or termination of this Agreement and in particular articles 4, 5 and 8, shall remain in full force and effect beyond the expiration or termination in a manner consistent to this Agreement without amending it.

ARTICLE 7 - ASSIGNMENT

- 7.1 The Subcontractor shall not assign or transfer in whole or in part any of its rights or obligations under this Agreement without the prior written consent of VITO.

ARTICLE 8 - APPLICABLE LAW – DISPUTE SETTLEMENT

- 8.1 This Agreement and all action related hereto shall be governed, controlled, interpreted, and enforced by and under the laws of Belgium, without regard to the conflict of law provisions thereof.
- 8.2 Any dispute arising from this Agreement unless resolved by amicable negotiations will be finally settled by the competent courts located in Antwerp (Belgium).

ARTICLE 9 - MISCELLANEOUS

- 9.1 The invalidity or unenforceability of any part of the provisions of this Agreement shall not limit the validity or enforceability of the entire Agreement. The Parties undertake to replace the invalid provision with a similar provision which is valid and enforceable and comes closest to the invalid provision.
- 9.2 Parties acknowledge that information exchanged between them might contain “personal data” as defined in the Belgian Act of December 8th, 1992 on the protection of privacy in relation to the

processing of personal data and the General Data Protection Regulation (EU 2016/679) of April 27th, 2016. In such event, Parties shall ensure that said requirements are fully met, and shall agree in writing upon a privacy policy for the further implementation of said requirements.


9.3 This Agreement has been executed in English, which will be the binding and controlling language for all matters relating to the meaning, interpretation or execution of this Agreement.

9.4 The Parties may sign and deliver this Agreement by electronic or facsimile transmission. Each Party agrees that the delivery of the Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each Party may use such electronic or facsimile signatures as evidence of the execution and delivery of the Agreement by the Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative(s) to execute this Agreement and thereby make it effective as of the Effective Date.

VITO

Subcontractor



By: Dirk Fransaer
Managing Director

By: Ioan NEGRUTIU
President of the Association pour le Contrat Naturel

Annexes:

- Annex 1. Scope of the Services
- Annex 2. Financial Conditions
- Annex 3. Main Agreement

Annex 1. Scope of the Services

Task	Deliverable	Timeline (budget effort)
Preparation of the PAPBIO Workshop #1	presentation of Carbon and Water CECN accounts example of Rhone Valley and required input data sources	18 - 22 November 2019 (5 working days of 8 hours)
Participation to the PAPBIO Workshop #1	presence in Dakar, Senegal ¹	25 - 29 November 2019 (5 working days of 8 hours)
Implementing actions from PAPBIO Workshop #1	Report describing results of the actions	02 – 13 December 2019 (10 working days of 8 hours)

¹ : see Annex 2.

Annex 2. Financial conditions

The payment will be done at the end of this subcontract, after receiving the invoice.

The total amount of this subcontract is a fixed amount of 4292,- (four thousand two hundred and ninety-two) euro.

The following travel costs are excluded from this budget and will be paid directly by VITO:

- Participation to PAPBio CECN workshop #1 (25-29 Nov 2019) in Dakar, Senegal