**SOLAR CERTIFICATION FUND**

*Agreement*

***[Project name]***

***(******[xCyy-project code])***

[Full official name + legal form] *(*[Organisation ACRONYM] )

[Official address in full]

[VAT number],

represented for the purpose hereof by [name and function], of the one part, hereby referred to as “the contractor”,

and

European Solar Thermal Industry Federation, aisbl (ESTIF)

Rue d’Arlon, 63-67

1040 Bruxelles

Belgium

Acting on behalf of the Solar Keymark Network, represented for the purpose hereof by Xavier Noyon, Secretary General, of the other part,

HAVE AGREED

For the purposes of the implementation of this agreement in the framework of the

Solar Certification Fund

The following:

1. ESTIF will implement the decision of the Solar Keymark Network to award a financial grant to the contractor, to carry out the project named “[insert project name, as above]” under the terms and conditions set out in the Internal Regulations of the Solar Certification Fund and the Annexes to the agreement:
	1. Initial proposal presented by the contractor
	2. Project Summary
2. The contractor declares to have taken note of the referred terms and conditions accepts them, on behalf of the consortium it leads [if single partner, delete reference “ on behalf of the consortium it leads”].

Furthermore, the contractor declares to have received and taken note of the following documents:

* 1. Decision by the Solar Keymark Network (minutes of the SKN meeting)
	2. SCF project management procedures
1. The agreement has an estimated duration of [refer to time planning in the proposal] and shall enter into force on the date when the last of the two parties signs. Any extension of the durations as to be agreed by the two parties in advance.
2. The contractor shall provide, by the end of the period mentioned above, the deliverables as described in the annexes.
3. The total amount provided by the Solar Certification Fund for the work to be carried out up within the scope of this agreement is EUR      , as described in the annexes.

A request for payment shall be submitted at the beginning of the project, after signature of the contract, for a pre-payment of 30% of the agreed amount. An invoice shall be done at the end of the project, for the overall agreed amount, after approval of the deliverables by the SCF Steering Group. The balance payment shall be done after reception of the final invoice.

1. The contractor will submit a time planning of the project which must include the periodical reporting (at least each semester, before SKN meetings) and the due date of the project deliverables.
2. The contractor shall keep the SCF secretariat updates on the progress of the work to be carried out under this agreement. Additionally, a brief report shall be submitted to the Solar Keymark Network, before each of their bi-annual meetings, according to the instructions to be provided by the SKN secretariat.
3. The contractor shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or sub-contractors.
4. This agreement can only be changed through an agreed modification in writing. Either party may terminate this Agreement by means of a written notice to the other party at least 1 month prior to such termination. In that event, an estimation of the value of the work carried out up to the termination moment shall be settled.
5. In case the contractor fails to present the required deliverables as stipulated in the time planning, unless otherwise agreed in writing, ESTIF will make an estimation of the value of the work carried out by the contractor and any cost ESTIF or the SCF may need to make to secure an acceptable deliverable of the agreed work. The difference between this value and the amount of the pre-payment shall be settled between the parties within 3 months after the originally planned delivery date.
6. The contractor shall comply with all the above mentioned provisions and agrees that ESTIF reserves the right to withhold an appropriate proportion of the payment if the contractor does not comply with provision No. 4 mentioned herein above, ESTIF bearing the burden of proof.
7. The intellectual property on the work delivered by the contractor will belong to the Solar Keymark Network. The Solar Keymark Network will be free to publish parts or all of the deliverables provided by the contractor. The contractor has the right to require a reference to its work in the publication.
8. The contractor is entitled to publish the achieved results under this contract according to common scientific standards with the prior consent of ESTIF, which shall not unreasonably deny its consent.

ESTIF may request a delay of the publication for a certain time in particular to seek protection of intellectual property rights. Such a delay must not be longer than two (2) months. This provision shall be maintained for a period of two (2) years after the activities under this contract end. From that date on the contractor may publish at its discretion.

ESTIF acknowledges that publications for qualifying for a degree have to be made within a certain time limit.

1. The contractor commits itself to conduct the activities under this contract with its customary diligence, applying its current knowledge of the latest developments in science and technology. However, the contractor cannot warrant or guarantee a specific research result or that such results are free of third party rights. The contractor makes no warranty of merchantability or fitness for a particular purpose.

In case of a breach of a substantial obligation of the contract in cases of negligence the liability of the contractor is limited to typically occurring, direct and predictable damages to the amount of the contract value. Furthermore the liability of the contractor concerning property damages and financial losses is limited to cases of willful misconduct and gross negligence.

 The rights and obligations set forth in this provision also apply to every employee or third party whom the contractor engages to fulfill its obligations under this agreement. ESTIF shall hold the contractor harmless from and against and all claims of third parties except the contractor acted on willful misconduct or gross negligence.

1. Nothing in this contract shall be deemed to limit the contractor´s non-contractual liability.
2. Any dispute arising out of or in connection with this Agreement shall be settled amicably between the Contractor and ESTIF. In case an amicable negotiation fails, any judicial action shall be filed under Belgian law.

SIGNATURES

For the contractor For ESTIF

First name/Surname/Position Xavier Noyon, Secretary General

Done at [place], on [date] Done at [place], on [date]

In duplicate in English