



Service Contract

Selection process for experts' contributions in
Blockchain and DLT standardisation

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CONTRACTING PARTIES

The **European DIGITAL SME Alliance (DIGITAL SME)**, coordinator of the BlockStand Consortium, a non-profit Association organized under the laws of Belgium, established in Rue Marie Thérèse 21 bte.5, 1000, Brussels, Belgium, with VAT number BE0899786252, duly represented by Sebastiano Toffaletti, Secretary-General, hereinafter referred as the “Contractor”.

Expert’s name and personal details, hereinafter together referred as the “Service Provider” or “Provider”.

Hereinafter collectively referred as the “Contracting Parties”.

The Contracting Parties AGREE to the following terms and conditions including those in the following Annexes, which form an integral part of this service agreement (hereinafter referred as the “Contract”).

GENERAL PROVISIONS

The European Commission (hereinafter referred as the “EC”) and the Contractor on behalf of the BlockStand Consortium have signed the Grant Agreement no. 101102757 for the implementation of the project Empowering European Experts’ leadership in Blockchain Standardisation (“BlockStand”) within the framework of the European Union’s Digital Europe Programme (the “Grant Agreement”). The Provider has received the favourable endorsement by BlockStand’s Executive Management Board (EMB) and therefore is entitled to receive support according to the terms and conditions set out under this Contract and in accordance with the Guidelines for Applicants of BlockStand’s selection process (Annex 1). The Service Contract aims at defining the framework of rights and obligations of the Contracting Parties for the development of the activities whose description is defined in Annex 1.

ARTICLE 1 – ENTRY INTO FORCE OF THE CONTRACT AND TERMINATION

This Contract shall enter into force on the day of its signature by the last Contracting Party. The termination of the Contract will be subject to the terms and conditions set out in Annex 1. However, this Contract or the participation of the Provider may be terminated in accordance with the terms contained herein, as well as of those regarding liability, applicable law, settlement of disputes and any other provisions that owing to its purpose should apply beyond the duration of the Contract shall survive the expiration or termination of this Contract. Termination shall not affect any rights or obligations of the Provider incurred prior to the date of termination. This includes the obligation to provide all input, deliverables, and documents for the period of its participation.

ARTICLE 2 – OBLIGATIONS AND RESPONSIBILITIES OF THE PROVIDER

General principles

The Provider undertakes to efficiently implement its obligations, and to cooperate, perform and fulfil, promptly and on time, all its tasks under the Contract as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law. The Provider undertakes to notify the Contractor promptly any significant information, fact, problem or delay likely to affect the implementation of their activities. The Provider shall promptly provide all information reasonably

required by the Contractor. The Provider shall take reasonable measures to ensure the accuracy of any information or materials it supplies to any Party and shall not knowingly make available to other Parties any information or materials where such provision violates third party rights. The Provider must accomplish its tasks and obligations in compliance with the provisions of the Contract and all legal obligations under applicable EU, international and national law.

The Provider shall not use subcontractors to implement their activities. The Provider must keep during five years after the termination of the BlockStand Project records and other supporting documentation which proves the proper implementation of its tasks and obligations. The Provider must submit the Contractor at its request technical and financial reports containing the information requested, which may include explanation of the work it has carried out in the context of BlockStand Project, details on the activities, etc.

Scope of the service contract

[Description of the activities to be performed and deadline(s)].

The Provider shall take part in the Technical Coordination Board (TCB), composed of the selected experts, that will serve as a place for coordination and alignment among them and where they can discuss their technical contributions and priorities as indicated in the Guidelines for Applicants, paragraph 1.2.3. Participation in the TCB is compulsory for all selected experts.

The Provider (name, picture, affiliations and their participation in technical work) will also be made publicly available on BlockStand's website. All other information will remain confidential and will not be shared, except with the parties listed in the Guidelines for Applicants, paragraph 4.2.

Any deliverables and contributions produced by the Provider through the implementation of the contract may be made public by the consortium at any time, always attributing it to the expert in consideration.

Furthermore, the Provider is strongly encouraged but not required to:

- contribute to BlockStand's communication activities, either by promoting their engagement with the project, its main results, etc. within their personal networks and communication channels of their choice;
- participate in BlockStand's events (webinars, workshops) and share their success stories;
- contribute to BlockStand's success stories development on blockchain standardisation leadership;
- take part in the European DIGITAL SME Alliance Focus Group Blockchain & Distributed Ledger Technologies;
- otherwise promote the project.

Experts who have kindly carried out any communication and dissemination activities, will be asked about it in their Expert Contribution Report.

In order to receive the financial contribution, the Expert Contribution Report has to be accepted and evaluated positively by the BlockStand consortium based on the following criteria:

- The Expert Contribution Report is provided in English and written in a clear and legible manner;
- Based on the information provided in the Expert Contribution Report, expert has demonstrated the fulfilment of its contribution as defined in the Service Contract;
- Based on the information provided in the Expert Contribution Report, expert has achieved the expected impact, as defined in the Service Contract.

Conflict of interest

Additionally, the Provider shall take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, personal or any other interests liable to influence the impartial and objective performance of their activities. In case the Provider is involved in a conflict of interest or in a risk of conflict of interest, the Provider must formally notify this situation to the Contractor without delay and immediately take all the necessary steps to rectify this situation.

Ethics

The Provider shall comply with all the relevant EU ethics guidelines that fall under the scope of the Digital Europe Programme and shall take all the necessary steps to avoid any direct or indirect breach of compliance.

ARTICLE 3 – BREACH OF CONTRACTUAL OBLIGATIONS

In the event the Contractor identifies that the Provider:

- i. Breached its obligations under the Contract, including the lack of impartial or objective execution of its activities because of conflicts of interest;
- ii. Stopped to carry out its objectives of this Contract and therefore is not able or willing to continue their envisioned activities;
- iii. Is engaged in a bankrupt or receivership process.

The Contractor will give written notice requiring that such breach to be remedied within 30 days. In case the Provider has not brought remedies from the notice, the Contractor may decide to terminate the contract unilaterally. Moreover, in the event the breach of the contractual obligations has been manifestly intentioned or with gross negligence, the Contractor may request the Provider the refund of the payments made to date as a penalty and independently from the right to receive a compensation for the damages suffered because of such breach.

ARTICLE 4 – FINANCIAL CONTRIBUTION AND FINANCIAL PROVISIONS

Financial contribution

The payment for the service implemented to be executed by the Contractor to the Provider shall not exceed the amount of [...] gross, four thousand euros gross (3,305€ + VAT, in reverse charge cases) per contribution.

Distribution of the financial contribution

The payment to the Provider shall be calculated and distributed depending on the number of deliverables as described in the application and in accordance with the provisions of the Guidelines for Applicants (Annex 1). In any case, the transfer will always be subject to:

- A favourable resolution by the Contractor that will be based on a results-driven justification (deliverable). To this end, the Coordinator will monitor the execution of the activities to guarantee the accomplishment of the activities as well as the submission of the corresponding deliverable/s, included in the Application Form and reflected in Annex 1.
- The prior written notice to the Provider of the date and amount to be transferred to its bank account (Annex 2 - Financial Identification Form), giving the relevant references.
- The Provider must:
 - Complete and sign the Financial Identification Form (see Annex 2). It will be used to identify the Provider's account to which the financial support will be transferred.

- Obtain a certificate issued and duly signed/stamped by the Bank, which confirms the ownership of the bank account identified in the Financial Identification Form.
- After receiving the notification by the Contractor, the Provider issues and sends to the Contractor an invoice including all of the details of the service provided, including its description, the total amount due, and the Provider's EU VAT number (if any).
- Payments to the Provider will be made by the Contractor. In particular:
 - The Contractor reserves the right to withhold the payments in case the Provider does not fulfil with its obligations and tasks
 - Banking and transaction costs related to the handling of any financial resources made available to the Provider by the Contractor shall be covered by the Provider.
- The Provider is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

Payment schedule

Experts are required to provide the Expert Contribution Report, together with any other supporting outputs (if needed), at the deadline foreseen in the Service Contract. Upon receipt of the Expert Contribution Report, the BlockStand consortium commits to review the Report within 15 working days.

The payment made to the expert depends on the positive evaluation of its provided contribution, as defined in the Service Contract, this document, signed with the expert.

The payment must be made no later than 10 working days after accepting the Provider's Invoice.

Use of the financial contribution and recovery

The Provider commits to a proper use of the financial support, for the purposes of carrying out the activities in compliance with its description reflected in Annex 1. If, based on an audit (under Article 10), the EC seeks to recover contributions from the Contractor, of financial contributions made to the Provider under this Contract, due to a misuse of the financial support received, the Provider agrees to repay such amounts to the Contractor.

ARTICLE 5 – LIABILITY OF THE CONTRACTING PARTIES

The Provider is responsible for any act or omission that causes damage to the Contractor, other partner of BlockStand consortium, and/or the EC in relation to this Contract. The Provider shall bear sole responsibility for ensuring that their acts within the framework of this Contract do not infringe third parties' rights. Neither the Contractor, nor the EC can be held liable for any acts or omissions of the Provider in relation to this Contract. The Provider shall be liable for any loss, damage or injury to third parties resulting from the performance of its obligations by it or on its behalf under this Contract or from its use and exploitation of Results or Background.

ARTICLE 6 – CONFIDENTIALITY

Principles

With respect to all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the Experiment and identified in writing as confidential, the terms of this Article shall apply. The data included in the Submission form and any other datasets made available to the Provider will be understood to be "Confidential".

Obligations

The Contracting Parties agree that such information is communicated on a confidential basis and its disclosure may be prejudicial to the owner of the information, and each of the receiving Party undertake that:

- It will not, during the term of the activities and for a period of five (5) years from the expiration date of the BlockStand project on 1st May 2025, use any such information for any purpose other than in accordance with the terms of the Contract.
- It will, during the term of the activities and for a period of five (5) years from the expiration date of the BlockStand project 1st May 2025, treat the same as (and to procure that the same be kept) confidential, provided always that such agreement and undertaking shall not extend to any information which the receiving Party can show:
 - was, at the time of disclosure to the concerned Contracting Party, published or otherwise generally available to the public;
 - has, after disclosure to either of the Contracting Parties, been published or become generally available to the public otherwise than through any act or omission on the part of the receiving Party,
 - was already in the possession of the receiving Party, without any restrictions on disclosure, at the time of disclosure, or
 - was rightfully acquired from others without any undertaking of confidentiality; or
 - is subsequently independently developed by the receiving Party without use of the information provided by the disclosing party.
- It will, during the term of the Experiment and for a period of five (5) years from the expiration date of the BlockStand project on 1st May 2025, take the appropriate measures to guarantee the confidentiality of the information provided and the Contractor and/or the Data Service Provider may request at any time information about these measures and their compliance.
- It may disclose confidential information to their personnel, or third parties involved in the action only if they:
 - need to know to implement the Contract, and
 - are bound by an obligation of confidentiality.

In case of breach of the confidential rules hereinabove set, the Contracting Party breaching the confidentiality will remain solely liable towards possible claims.

ARTICLE 7 – DATA PROTECTION

Data protection obligations

The Contracting Parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data. The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specified purposes and adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed.

ARTICLE 8 – INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights related to the proposed expert contributions are transferred to BlockStand consortium, with an appropriate mention of its author, the selected expert. Whereas proposed contribution results in a tangible output (e.g., blogpost), it must be provided together with the Expert Contribution Report.

ARTICLE 9 – FORCE MAJEURE

“Force Majeure” shall mean any unforeseeable exceptional situation or event beyond the Contracting Parties’ control, which prevents either of them from fulfilling any of their obligations under the Contract, which was not attributable to error or negligence on their part, and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as force majeure.

The Contracting Parties shall take the necessary measures to limit any damage due to force majeure. They shall do their best to resume the implementation of the action as soon as possible.

No Contracting Party shall be in breach of its obligations and tasks if such breach is caused by force majeure. A Contracting Party will notify the other Contracting Parties of any force majeure as soon as possible. In case the Provider is not able to overcome the consequences of Force Majeure within thirty (30) calendar days after such notification, the Contractor will decide accordingly including the termination of the Contract.

ARTICLE 10 – FINANCIAL AUDITS AND CONTROLS

The EC may, at any time during the implementation of the Experiment and up to five years after the end of the BlockStand project (foreseen for 1st May 2025), arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including the European Anti-Fraud office (OLAF), on the Provider. The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the Grant Agreement, which includes the subgrantees signed during the BlockStand project execution. They shall be carried out on a confidential basis.

The Provider shall make available directly to the EC all detailed information and data that may be requested by the EC or any representative authorised by it, with a view to verifying that the Sub-grant Agreement is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it. This information and data must be precise, complete and effective.

The Provider shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the Contract until 2028. These shall be made available to the EC where requested during any audit under the Grant Agreement.

In order to carry out these audits, the Provider shall ensure that the EC’s services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the Provider’s offices, to its computer data, to its accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the Experiment. They shall ensure that the information is readily available on the spot at the moment of the audit and, if so requested, that data be handed over in an appropriate form.

Based on the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the Provider concerned, which may make observations thereon within one month of receiving it. The EC may decide not to consider observations conveyed or documents sent after that deadline. The final report shall be sent to the Provider concerned within two months of expiry of the aforesaid deadline.

Based on the conclusions of the audit, the EC shall take all appropriate measures which it considers necessary, including the issuing of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.

The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.

In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC in order to protect the European Communities' financial interests against fraud and other irregularities.

ARTICLE 11 – ASSIGNMENT AND SUBCONTRACTING

The Provider shall not assign or transfer in whole or in part any of its rights or obligations under this Agreement.

ARTICLE 12 – LANGUAGE

English is the official BlockStand language throughout the entire expert selection and contribution implementation process, as well as subsequent interaction among the experts and between the experts and BlockStand consortium (incl. all official documentation and reports requested). Any submission done in any other language will not be considered and the documents produced by the experts will be required to be in English and to be considered eligible.

ARTICLE 13 – AMENDMENTS

Amendments or changes to this Contract shall be made in writing and signed by the duly authorized representative of the Contracting Parties. Nevertheless, In the event the EC modifies the conditions, the Contractor will amend the Contract accordingly.

ARTICLE 14 – APPLICABLE LAW

This Contract shall be construed in accordance with and governed by the laws of Belgium.

ARTICLE 15 – SETTLEMENT OF DISPUTES

If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator in Brussels. The Contracting Parties to the dispute may, by agreement, nominate the sole arbitrator for confirmation. If the parties fail to nominate a sole arbitrator within fourteen (14) days from the date when the claimant's Request for Arbitration has been received by the other party, the sole arbitrator shall be appointed by the Court. The seat of arbitration shall be Brussels. The Contracting Parties agree that the language of the arbitration, including oral hearings, written evidence, and correspondence, shall be English. A duly rendered arbitration award shall be final and binding on the Contracting Parties to the dispute. Each Contracting Party to the arbitration conducted in accordance with this section hereof shall bear its own expenses incurred in connection with such arbitration, including fees of its legal counsels. All other costs and expenses shall be apportioned between the Contracting Parties to the arbitration in accordance with the decision of the arbitrators. Nothing in this Contract shall limit the Contracting Parties right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

ANNEX 1 – GUIDELINES FOR APPLICANTS

ANNEX 2 – FINANCIAL IDENTIFICATION FORM

Expert's name

Signature

Done in

on

Mr Sebastiano Toffaletti,

Secretary-General, European DIGITAL SME Alliance (DIGITAL SME)

Signature

Done in Brussels

on

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