

Subcontracting agreement

This agreement was made by and between the following entities:

Rupprecht Consult – Forschung und Beratung GmbH, Clever Str. 13 – 15, 50668 Köln, Germany,

hereinafter also referred to as the Contractor, represented by its duly authorised representative, as indicated below, above the respective signature.

and

**PLANNING AUTHORITY/ CITY NAME
ADDRESS**

represented by

NAME

hereinafter also referred to as the Subcontractor.

Within the SUMP-UP Project (Ref.No. 690669 — SUMP-UP — H2020-MG-2014-2015/H2020-MG-2015), the Subcontractor in the “Innovation Pilot Pool - EXPERT GROUP: SUMP Learning Programme 3 (SLP3) – Tools and services for elaborating a SUMP” will carry out the following tasks:

- **Implement activities as described in detail in the document “CIVITAS SUMP-UP/ 2nd CALL FOR SUMP EXPERT CITIES”**, meeting the stipulated deadlines, during the SLP3 provisional time line (September 2018 – February 2019). These activities include:

- Active participation in 3 webinars on these provisional dates:
 - Introductory webinar in August/ September 2018 (1 hrs)
 - Webinar 2 in October 2018 (1,5 hrs)
 - Webinar 3 in January 2019 (1,5 hrs)

Total work time required: estimated 4 hours. Minimum contractual obligation: 2 webinars.

- Active participation in 3 e-course lessons available on-line during these provisional periods:
 - E-course lesson 1 in September 2018 (3 weeks)
 - E-course lesson 2 in October/ November 2018 (3 weeks)
 - E-course lesson 3 in January/ February 2019 (3 weeks)

Each e-course lesson requires at least 2-3 hours homework per week (3 weeks per e-course). Total work time required: estimated 25 hrs. Minimum contractual obligation: 2 e-course lessons.

- Active participation in 3 workshops (including study visits and one city-to-city review session) on these provisional dates and locations:
 - Kick-off workshop in September 2018 in Bucharest, Romania (1 day)
 - Workshop 2 in November 2018 in Malmö, Sweden (1 day)

- Workshop 3 in February 2019 in Budapest, Hungary (1 day)

Total time required: estimated 48 hrs including travelling time to three workshops.
Minimum contractual obligation: 2 workshops

- 1 city-to-city review session organised during workshop 2 or workshop 3 (two - three hours). Mandatory.
- 1 one-to-one expert support session organised in the framework of webinar 2 or webinar 3 (two hours). Mandatory.
- **Provide to the Contractor the material produced under this contract for publication** (e.g. presentations, descriptions of activities, evaluation of tools, etc.), with the exception of specifically agreed upon confidential information. Total time required: estimated 40hrs. Mandatory.
- **Submit a publishable Final Activity Report in English** based on a template, including a one- to two-page publishable summary intended for the public, to the Contractor within 30 working days of the completion of the proposed activities. Total time required: estimated 40hrs. Mandatory.

The total time required to complete all activities is estimated at 160hrs of which approx. 48 hrs to attend workshops including travelling abroad.

The Subcontractor commits to complete the tasks included in the e-course lessons that comprise testing a limited number of tools relevant for the respective lesson topic, and provide feedback to the other classmates using the dedicated web-based discussion forum.

For the execution of these tasks, the Subcontractor receives a payment of up to 7,500,- EUR (seven thousand five hundred EUR), as compensation for staff, travel, and all other costs, in case the Subcontractor participates in all mandatory activities specified above in the agreement.

Payment will be made as follows:

A third of the amount (2.500,-EUR two thousand five hundred EUR) will be paid after signature of the contracts by both parties for the coverage of initial costs. The rest of the amount (5.000,-EUR – five thousand EUR) is payable in a flat lump sum after acceptance of the report by the Contractor. The Subcontractor shall address two invoices to the Contractor that do not include VAT and indicate the Contractor's VAT Nr. DE 198534371 and the Subcontractor's VAT Nr., if applicable. The first invoice of 2.500,-EUR (two thousand five hundred EUR) will be addressed to the Contractor after signature of the contracts by both parties, and the second invoice of 5.000,-EUR (five thousand EUR) will be addressed to the Contractor after acceptance of the report by the latter.

Any intellectual property resulting from this subcontracting agreement or from carrying out the tasks belong to the Contractor and is at the entire disposal of the Contractor.

The Contractor shall not be liable for damage sustained by the subcontractor or its staff, directly or indirectly, in performance of this agreement. The Contractor shall not be liable for any act or default on obligations by the Subcontractor in performance of the agreement.

The Subcontractor agrees, that the European Commission may, at any time during the Project contract and up to five years after the end of the Project, arrange for audits to be carried out and

the Subcontractor will fully cooperate in the case of an audit by the European Commission or the European Court of Auditors.

The Contractor may refuse to accept the work or report submitted by the Subcontractor but will have to give the reasons for the decision in writing. The Contractor will then grant a time limit for the supply of adapted work and reports.

This agreement may be cancelled by the Contractor in the case of non-performance or missed deadlines by the Subcontractor. Any pre-payment are to be returned to the Contractor in this case.

All payments the Subcontractor receives from the Contractor will be considered as advance payments and will stay in the property of the European Commission until the acceptance of the final report by the European Commission. The Contractor is entitled to recover any advance payment resulting from this agreement in case of non-performance of the tasks by the Subcontractor.

Cologne,
Rupprecht Consult GmbH

Place,
Subcontractor

Siegfried Rupprecht (Director)

Name (Function)

Bank details of the Subcontractor

Account holder: _____

BIC: _____

IBAN: _____