

## Annex 1

### EUDA Network Terms and Conditions

1. In these Terms and Conditions, “EUDA Network” and/or “EUDA” means Evropská rozvojová agentura, s.r.o. (European Development Agency). “The Organisation” means the person, firm, company, municipality, region or organisation wielding a EUDA Network membership plan and on whose behalf EUDA is acting or is entrusted to act.
2. EUDA is collecting data for the establishment and maintenance of EUDA Network in the legal basis provided by [General Data Protection Regulation \(GDPR\) \(EU\) 2016/679](#), herein [Article 6 \(1\) \(b\) GDPR](#). The Organisation can check EUDA Privacy Policy on EUDA website.
3. The Organisation and EUDA consent to a Data Processing Agreement within EUDA Network; see herein Annex 2.
4. The success fee is demanded after the managing authority or donor issues the information about grant approval.
5. The annual fee and the success fee corresponding to the membership plan are payable within 30 days of invoice date, via bank transfer to:
  - a. For EUR payments internationally:

Account Name: Evropska rozvojova agentura, s.r.o.  
Bank: Fio banka, a.s., V Celnici 1028/10, 117 21 Praha 1, Czech Republic  
Account Number: 2601817111/2010  
IBAN code: CZ762010000002601817111  
BIC code: FIOBCZPPXXX
  - b. For CZK payments within Czech Republic:

Account Name: Evropska rozvojova agentura, s.r.o.  
Bank: Fio banka, a.s., V Celnici 1028/10, 117 21 Praha 1  
Account Number: 2500335703/2010
6. EUDA Network will issue invoices for all membership plans.
7. All prices exclude VAT.
8. EUDA Network has a rolling membership: it runs for one calendar year from the date of signing this agreement, according to the membership plan selected by the Organisation in the contract.
9. The membership plan is automatically payable upon expiration according to the membership plan selected by the Organisation in the contract. Membership is continuous, until revoked in writing and subsequently acknowledged by both contract parties. Hereby three months’ notice is required.
10. On members’ resignation, no refund will be retroactively made for membership payments EUDA already received.
11. Membership fees are revised annually. Subsequent alterations will be timely communicated in writing to the members, should they occur.
12. Membership fees payments not received within one month of becoming due will result in the membership being considered lapsed. All services may be suspended pending payment.
13. The Organisation is obliged to inform EUDA Network as soon as possible about:
  - a. All grant approvals within 10 days after approval;
  - b. All notable changes to any facts relevant to its participation in projects;
  - c. All communication with Lead Partners and Partner Organisations of all projects within EUDA Network.
14. The Organisation commits to keeping EUDA informed about the communication with the Lead Partner and Partner Organisations by adding EUDA as a carbon copy CC email recipient.
15. To ensure efficient communication, the contact person of the Organisation within EUDA Network must speak English.
16. Each Organisation paying for an EUDA Network membership plan is entitled to receiving the following services:
  - a. Access to unlimited number of international projects within EUDA Network; minimum two international project participation offers per year:
    - i. EUDA Network is constantly monitoring project calls. Suitable project proposals are developed to apply for funding from the European Union and other donors.

- ii. EUDA Network selects the most suitable project calls (best chances of approval considered) and subsequently sends them to the Organisations part of EUDA Network.
  - b. After the Organisation confirms the participation in the project, EUDA Network will:
    - i. Handle communication with Lead Partners
    - ii. Ensure the participation of the Organisation in the project consortium
    - iii. Develop project's budget outlines and descriptions of activities in cooperation with the Organisation and the Lead Partner of the project
    - iv. Develop other necessary parts of the project proposal in cooperation with the Organisation and the Lead Partner of the project
    - v. Fill in electronic and/or paper forms necessary (if applicable) in cooperation with the Organisation and the Lead Partner of the project
    - vi. Cooperate with the Organisation on securing all documents necessary for the project application
    - vii. Send all available project documentation to the Organisation by email
    - viii. Handle project-related communication within the project consortium until the project is approved
    - ix. Provide consultation to the Organisation on all questions and issues related to the project
  - c. Promotion and visibility of the Organisation on EUDA website. A short description of the Organisation, together with its logo, will be displayed on EUDA website, publicly visible for other members of EUDA Network or relevant parties outside the Network.
  - d. Online consultations included in the Contributing and Premium Member plans. Organisations subscribing to the aforementioned plans benefit from professional guidance in project writing and management. The type of plan determines the number of hours of consultation: 5 hours if Contributing Member; 10-15 hours if Premium Member. The number of hours can be distributed across the number of sessions the Organisations deems necessary. The topic and timing of the sessions is up to individual Organisations. The date and duration of the sessions will be discussed and agreed upon with a EUDA representative, at least one week prior to the session. The cancellation of the session by either parties – due to rightful reasons – must be timely notified by the party cancelling the session. A rescheduled session will be considered within maximum a fortnight.
  - e. Further benefits of the membership plan, as detailed at [www.euda.eu/euda-network/](http://www.euda.eu/euda-network/).
17. The Organisation will fill in "Partner Sheet" providing necessary information so that EUDA Network can identify the most suitable projects and partner searches the Organisation in question. EUDA will provide the Partner Sheet to the Organisation upon signing this agreement.
18. The Organisation agrees to adhere to effective cooperation regarding all activities under article (12) above.
19. In case the Organisation pledges participation in a project and later refuses to take part in an already submitted and/or approved project, a penalty fee of €4000 applies. This penalty fee is payable within 30 days of invoice. This penalty fee does not affect the amount of success fee in case a grant is approved.
20. The Organisation details, as provided by the Organisation itself, are stored on computers, in electronic format, and are published in printed lists and online strictly for the purpose of EUDA Network-related activities.
21. Orders placed with EUDA Network shall constitute a contract when the Organisation either signs the Order or confirms their acceptance by email.
22. EUDA Network may terminate this agreement at any time, nonetheless, giving reasonable notice to the Organisation.
23. Czech Law shall govern contracts between EUDA Network and the Organisation. The Organisation and EUDA Network are both subject to the exclusive jurisdiction of the courts of the Czech Republic.
24. All additional enquiries will be sent to [partnership@eracr.cz](mailto:partnership@eracr.cz), addressed to Ştefania Pavel, as the Membership Manager of EUDA Network.
25. The Terms and Conditions of the membership plans may be revised by EUDA and will be notified to EUDA Network members in writing, via email.