



José Ortega y Gasset 59, 8-A
28006 Madrid
Spain

Contract for the Provision of Consulting Services

between

GIA

and

Lietuvos Agrarinių ir Miškų Mokslų Centras

CONTRACT FOR THE PROVISION OF CONSULTING SERVICES

On the one hand, Mr. Antanas Ronis, as Deputy Director for Institute of Agriculture Activities, with VAT Registration No. LT 100005122310 and address at Instituto av. 1, Akademija 58344, Lithuania, hereinafter “the CLIENT”.

On the other hand, Mr Antonio Luis Flores Galea, with National ID No. 28767160-W, issued in Spain, as Director of the company INSTITUTO DE ASESORES SL, with VAT No. ESB-87819470, with address at José Ortega y Gasset 59, 8-A, 28006 Madrid, Spain, acting under the brand “GIA”.

GIA and CLIENT may hereinafter be referred to severally as “Party” and jointly as the “Parties”.

Both Parties mutually recognize sufficient legal capacity in the respective capacity in which they act.

STATE

- I. GIA is dedicated to conducting all kinds of consulting, training, dissemination and management of innovation and technology activities for different organizations.
- II. The CLIENT is interested in applying for the **HORIZON-CL6-2025-02-CLIMATE-03 Research and Innovation Action (“Understanding and managing medium and longer-term challenges and opportunities for agriculture stemming from shifting climatic zones and changing agroecological environments”)**, hereinafter “the PROGRAM”, as part of a consortium.
- III. Therefore, the Parties have agreed to enter into this agreement (the “Agreement”) under which GIA will provide services to the Client for the latter to apply and pursue the PROGRAM under the following:

CLAUSES

1. **Consulting Services.** GIA and the CLIENT have agreed that GIA will provide certain consulting Services, as described below, to the CLIENT and have agreed on the following terms and conditions.
2. **Scope of Services.** “Services” means a) the preparation of the application for the grant (hereinafter the “Application”) consisting of the documents required to apply for the grant in the context of the PROGRAM (specifically, but not exclusively, the documents detailed below), b) the assistance in setting up a consortium between the CLIENT and other interested parties for pursuing the grant, c) the assistance in the Application submission process (up to the issue of a decision by the competent body the Application) on the online portal of the PROGRAM and, if the grant is awarded to the CLIENT, d) the provision of assistance in the administrative work associated with the interaction between the CLIENT and the funding body.

2.1. **Document 1:** Part A (administrative information, following the official online form).

2.2. **Document 2:** Part B (following the official template).

Under the terms of this contract, the services delivered must be inherently non-tangible and not associated with the production or manufacture of any physical asset or object.

3. **Delivery of Services.** The Services shall be performed only by GIA or any other person the CLIENT will have approved in writing.
4. **Term of Agreement.** The Services will begin on the date of signature of this Agreement and will continue until the issue of the competent body's decision on the Application. If the CLIENT is proposed for funding, accepts the grant, and signs the required Grant Agreement with the European Commission, this Agreement shall continue in full force and effect until the project for which the grant will have been awarded is completed.
5. **Resubmissions.** The Program only allows for a single submission; no other call is expected for resubmissions. However, GIA may invite the CLIENT to be part of another project consortia under separate contractual clauses.
6. **Fee for Services.** In consideration of the Services, the CLIENT shall pay GIA under the following scheme:
 - 6.1. Fixed fee of **€1,000** will be paid upon the execution of this Agreement.
 - 6.2. Subject to the grant being awarded by the funding body, a Success Fee equal to **4%** of the net amount of the grant corresponding to CLIENT's participation percentage in the total grant awarded to the consortium within 30 days of the effective reception of the first payment of the grant, in the concept of success fee and assistance in the administrative work associated with the interaction between the CLIENT and the funding body, until the project ends.

The **bank account** details of GIA are:

- Bank: Wise
 - Account holder: Instituto de Asesores SL
 - IBAN: BE87 9671 5533 8994
7. **Taxes.** The CLIENT shall pay VAT – if applicable – on the fees, and GIA shall be responsible for remitting such VAT on goods and services to the appropriate taxation authority. According to the EU regulations, no VAT is to be charged for the Services in this agreement.
 8. **Expenses.** GIA shall assume responsibility and pay for all reasonable expenses necessary to provide services effectively under this Agreement.
 9. **Services.** GIA shall perform the Services with due care and skill, following best industry practices. Any personnel employed – in any way or form - by GIA shall perform their work to the same professional standard.
 10. **Time of Services.** GIA shall allocate the time required to complete the Services for the CLIENT professionally. It is a material term of this Agreement that GIA shall complete the Services within the term set out in Section 4 and the deadlines set by the PROGRAM, time being of the essence.
 11. **Conflicts.** GIA shall not be restricted in delivering its services to other individuals or businesses in delivering the Services to the CLIENT unless doing so would conflict with the CLIENT's interests.
 12. **Licenses and Permits.** GIA shall obtain and hold in good standing all necessary licenses, permits, and approvals required to comply with all laws, codes, or regulations relating to the Services being provided and shall maintain and produce records of these licenses, permits, and approvals for the CLIENT upon request.
 13. **Rules and Regulations.** GIA and its employees, personnel, and contractors shall always comply with all applicable laws, codes, and regulations as well as the rules and regulations of the CLIENT, so long as the CLIENT has made GIA reasonably aware of its rules and regulations.
 14. **Insurance.** GIA shall obtain, hold, and maintain in good standing all insurance policies that would be reasonably required to protect the CLIENT from liability arising from GIA's delivery of the Services under this Agreement, including, but not limited to, workers'

compensation insurance, employment insurance, professional indemnity insurance, public liability and property damage insurance.

15. Intentionally deleted.
16. **Non-Competition.** During the term of this Agreement, and for 24 months following its termination, GIA shall not engage in any activity that would compete in any way whatsoever with the activities of the CLIENT in which GIA was or is involved or where GIA gained confidential or sensitive information of the CLIENT, directly or indirectly through or in connection with the delivery of the Services.
17. **Non-Solicitation.** During the term of this Agreement, and for 24 months following its termination, GIA shall not, without the written consent of the CLIENT, directly or indirectly, solicit or attempt to solicit any person who: (a) was a customer of the CLIENT as of the date when this Agreement was terminated; (b) was a customer of the CLIENT at any time within the 24 months immediately before the date of the termination of this Agreement; (c) was solicited as a prospective customer by the CLIENT at any time during the provision of Services under this Agreement, should GIA have had knowledge of this pursuit; or, (d) was an employee or contractor of the CLIENT as of the date this Agreement was terminated or within the 24 months immediately before the date of the termination of this Agreement.
18. **Intellectual Property.**
 - 18.1. The CLIENT will exclusively own all Intellectual Property Rights, ownership, rights, and title to and interests in the Work Product. GIA hereby conveys, transfers, and assigns to the CLIENT all Intellectual Property Rights, ownership, right, title, and interest to the Work Product effective immediately and automatically upon creation thereof, with no further action being required and without additional consideration being due. This transfer and assignment is a) definitive, irrevocable, and perpetual (no time limitation, and, for the avoidance of doubt, where applicable, for the entire period of protection, whether initial or other, under relevant laws of such rights and interests, including Intellectual Property Rights), b) of no territorial limits (valid for all territories worldwide), and c) refers to all rights in, powers, means, ways, mode and forms of use and exploitation of the Work Product [transfer of Intellectual Property Rights in its entirety]. GIA maintains no Intellectual Property Rights, ownership, right, title, and interest in the Work Product, including any rights to the confidentiality thereof. At CLIENT's request and expense, Supplier shall execute documents and take any other action reasonably necessary to evidence, perfect, enforce and/or protect CLIENT's ownership, rights, title, and interest, including all Intellectual Property Rights in and to the Work Product, in any country or jurisdiction.
 - 18.2. GIA must have in place written binding agreements with all members of its personnel and any other creators/beneficiaries of rights and interests (including Intellectual Property Rights) in the Work Product to ensure that the provisions of this Section 18 are not compromised in any way and may be perfected and enforced in full. Such agreements must ensure at least that (i) GIA's personnel and any other creator/beneficiary permanently conveys, transfers, and assigns to the CLIENT for all territories worldwide all Intellectual Property Rights, ownership, title, and interest to the output and results of their work which consist contribution in the Services and to the Work Product so that GIA is entitled to convey, transfer and assign to the CLIENT all Intellectual Property Rights, ownership, right, title and interest to the Work Product as provided for above. (ii) GIA's personnel and any other creator/beneficiary waive their moral rights (if any under applicable mandatory statutory provisions) in their contributions to the Work Product and – to the extent that applicable laws do not permit such a waiver – GIA's personnel and any other creators/beneficiaries acknowledge and accept that any act of the CLIENT, its successors, assigns and licensees in using and exploiting the Work Product (as set forth above) shall not be considered to be an infringement of GIA's personnel's and such other creators/beneficiaries' moral rights (if any under applicable mandatory statutory provisions) but a permitted exercise thereof.

18.3. For this Section 18 and the Agreement, the following terms shall have the meaning ascribed to them below:

- a. "Intellectual Property Rights" means all copyright (and any neighboring/ancillary right), patent rights, rights in designs, trademarks, service marks, trade and business names, logos, get up and trade dress and all associated goodwill, rights to sue for passing off or for unfair competition, rights in computer software, rights in or relating to databases, rights in information (including know-how and trade secrets), moral rights, publicity rights, privacy rights, and the right to use and protect the confidentiality of Confidential Information, rights about domain names, and any other intellectual and industrial property rights (registered or unregistered), and all applications or rights to apply for any of the foregoing rights, and renewals, extensions and restorations of such rights which subsist or are recognized now or in the future, in any jurisdiction throughout the world.
- b. "Work Product" means all output of the Services, whether tangible or intangible, including any (source and object) code, tools, reports, applications, information, data, concepts, plans, scripts, texts, databases, libraries, interfaces, audio, visual and other content and other materials created by or on behalf of GIA, along with any components or elements of the foregoing and all related designs, and other documents (in hardcopy, electronic or other form) which are prepared, created, developed, amended, discovered, conceived or introduced by or on behalf of GIA, working either alone or in conjunction with the CLIENT or other parties, in performing the Services.

19. Confidential Information.

"Confidential Information" means all information and data, including, but not limited to, all business, planning, performance, financial, product, trade secrets, technical, sales, marketing, contractual, employee, Consultant and customer information and data, disclosed orally, in writing or electronically to GIA by or on behalf of the CLIENT while performing under this Agreement. Confidential Information shall not include information which (i) is or becomes generally available to the public without GIA's fault or (ii) is lawfully obtained by the GIA from a third party or parties unconnected to the CLIENT, without breach of any confidentiality obligations hereunder.

GIA shall keep all Confidential Information confidential and take all necessary precautions against unauthorized disclosure. GIA shall not directly or indirectly disclose, permit access to, transmit or transfer any Confidential Information to any third party without the Customer's prior written consent. GIA shall not use or copy any Confidential Information except as may be reasonably required to perform the Services.

GIA acknowledges that the CLIENT has or may receive in the future from third parties its confidential or proprietary information subject to a duty on the part of the CLIENT to maintain the confidentiality of such information and to use it only for certain limited purposes related to the Services. GIA shall hold all such confidential or proprietary information in the strictest confidence and shall not disclose it to any person or organization or use it except as strictly necessary in providing the Services consistent with the CLIENT's agreement with such third party.

GIA shall ensure that it only grants access to CLIENT's Confidential Information to its employees, contractors, or agents on a need-to-know basis and that each of such persons that are given access to the CLIENT's Confidential Information executes – before obtaining such access - a written confidentiality agreement under which such employee, contractor or agent is obligated to protect the CLIENT's Confidential Information to the same extent as GIA is required to protect such information under this Agreement. GIA shall provide copies of such executed documents to the CLIENT upon request.

Notwithstanding anything to the contrary, GIA shall be entitled to disclose Confidential Information as may be required by laws, court orders, governmental or professional regulations to which GIA is subject provided that where permitted by law and regulation GIA gives notice to the CLIENT of such disclosure as far in advance of such disclosure as

practicable, and that GIA furnishes only that portion of the confidential information which GIA is legally required to disclose.

GIA represents and warrants to the CLIENT that (i) its performance under this Agreement shall not breach any obligation to keep confidential the proprietary information of any prior employer or client of GIA or any other third party, and (ii) it will not bring to the CLIENT and shall not use in the performance of its work with Customer, any trade secrets, confidential information and other proprietary information of any prior employer or client of GIA or any other third party.

GIA acknowledges and agrees that monetary damages may not adequately compensate the CLIENT for any breach of GIA's obligations under Section 19 of the Agreement. Accordingly, GIA agrees that, in addition to all other remedies available to Customer under this Agreement, at law, or in equity, the CLIENT shall be entitled to obtain permanent injunctions to enforce such obligations.

20. **Consultant, Not an Employee.** GIA and any of its agents, employees or personnel who may be delivering the Services under this Agreement are not employees of the CLIENT and are not entitled to receive any employment benefits from the CLIENT. Further, the CLIENT shall not be required to make contributions for employment insurance, provincial/state or federal pension plans, workers' compensation or similar premiums, employer health tax, and other similar levies on behalf of any of GIA's employees or personnel.
21. **Consultant Shall Not Contract.** GIA, its employees, contractors, or agents shall not, without the prior written consent of the CLIENT, act on behalf of the CLIENT, enter any contract on behalf of the CLIENT or bind the CLIENT in any respect whatsoever. For further clarity, GIA does not have legal or business decision-making authority on behalf of the CLIENT except where this has been explicitly agreed to in writing by the CLIENT.
22. **Termination without Notice.** The CLIENT or GIA may terminate this Agreement (the "Terminating Party") at any time if either of the Parties breaches any part of this Agreement (the "Breaching Party"), so long as prior written notice is given by the Terminating Party. The breach is not remedied by the Breaching Party within 30 Business Days, defined as any day that is not a Saturday, Sunday or Statutory Holiday in the jurisdiction set forth at Section 28.
23. **Termination with Notice.** The CLIENT may terminate this Agreement at any time for convenience with a 10 Business Days prior written notice to GIA. If the CLIENT terminates the Contract under this clause, it will pay for the following compensation scheme to GIA:
 - 23.1. If the termination is communicated before GIA delivers a first draft of the proposal, GIA shall invoice €1,000.
 - 23.2. If it is communicated after GIA delivers a first draft of the Application documents, GIA shall be entitled to receive the amounts of the Fixed Fee that will have already become due).
 - 23.3. If it is communicated after the proposal submission, the CLIENT will pay GIA the percentages in Section 6 only if the funding body awards the CLIENT and once the first payment is effectively received by the CLIENT.
24. **Provisions Operating following Termination.**
 - 24.1. Upon notice of termination – for any reason whatsoever - by either Party, GIA will: a) cease or wind down the performance of the applicable Services as requested by the CLIENT, and deliver to the CLIENT all Confidential Information of the CLIENT and Work Product (entirely completed or then in progress) in its possession or control and securely destroy all copies thereof, and b) provide to the CLIENT a certificate of destruction evidencing the secure destruction of the above.
 - 24.2. Following the termination of this Agreement for any reason, with or without cause, the provisions of paragraphs 12, 13, 14, 15, 16, 17, 18, 19, and 20 and any other provisions

of this Agreement necessary to give those paragraphs power shall continue in full force and effect.

25. **Assignment.** This Agreement shall be to the benefit of, and binding upon, the successors and permitted assigns of the Parties. GIA may not assign its rights or obligations under this Agreement without the CLIENT's prior written consent.
26. **Amendments.** Any amendment to this Agreement must be in writing and signed by both Parties to be valid and binding.
27. **Severability.** If any section, provision, or part of this Agreement is declared invalid, illegal or unenforceable, the remaining parts of this Agreement shall remain in full force and effect, and such declaration shall not affect the validity or enforceability of any other parts of this Agreement. In that event, the Parties shall replace each invalid, illegal or unenforceable provision with a valid and enforceable provision that matches the commercial purpose of the invalid, illegal or unenforceable provision as far as is permissible.
28. **Governing Law and Forum.** This Agreement shall be governed by and constructed by the laws of Belgium. Any disputes arising from this Agreement or between the Parties concerning the Services shall be resolved in a court of competent jurisdiction in the City of Brussels.
29. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties for the subject matter described in this Agreement and supersedes. It replaces all previous agreements, communications and understandings relating to the matters referred to in this Agreement.
30. **Notices.** Any notice to be made or given under this Agreement shall be delivered in writing and may be made by personal delivery or by electronic mail to the following recipient at the addresses below:

The CLIENT: antanas.ronis@lammc.lt

GIA: to a.flores@institutodeasesores.com

Notice given by personal delivery shall be deemed given on the day of delivery and, if given by registered mail, on the third day following delivery.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date below the signatures.

DocuSigned by:
Antanas Ronis
D3EF0980EE03487...

Name: Antanas Ronis

Company: Lietuvos Agrarinių ir Miškų Mokslų Centras

October 8, 2025 | 12:55 PM CEST

Signed by:
Antonio Luis Flores Galea
3831B38E0A9D4B8...

Name: Mr. Antonio L. Flores Galea

Company: GIA

October 8, 2025 | 12:52 PM CEST