

CONTRACT TEMPLATE FOR EXTERNAL PROFESSIONALS OR TECHNICIANS

CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES WITHIN [NAME OF PROJECT]
PROJECT BETWEEN [NAME OF CENTRE] AND [NAMES OF OTHER PARTNER CENTRES, if any]

[Place], [day] [month] [year]

PARTIES

On the one hand,

Mr./Mrs. [personal details of the signatory] as [position], on behalf of [name of the entity/space/centre/institution/museum], with address in [address] and tax identification number of the legal entity [Identification number] or passport for individuals [Identification number] valid until [date], telephone [telephone number], email [email address]; hereinafter referred to as [CENTRE NAME].

And on the other hand,

Mr./Mrs. [name and surnames], of full age, [nationality] nationality, resident at [address], with tax identification, passport [identification number], valid until [date], telephone [telephone number] and email address [email address]; hereinafter referred to as the PROFESSIONAL.

Each party recognises the capacity of the other and the proper basis of the other to enter into and be subject to the provisions of this contract.

WHEREAS

1. The [NAME OF CENTRE] is carrying out the [Name of project] project.
2. The PROFESSIONAL is interested in providing the [project/study/service] within the [Name of project] project.
3. Both parties have reached an agreement to the end described and therefore enter into this agreement to be governed by the terms and conditions contained therein:

IT IS HEREBY AGREED as follows

I. Purpose

The [NAME OF CENTRE] engages the PROFESSIONAL within the framework of the [Name/code name of project as appropriate].

Both parties enter into this contract with the purpose of regulating the services to be provided by the PROFESSIONAL in [general description of the task to be performed by the PROFESSIONAL].

The PROFESSIONAL shall [more specific description of the tasks to be performed, including their purpose and deadlines]. [As a guide, the following matters can be included:]

1. [Description of the work to be carried out]
2. [General objectives and specific objectives]
3. [Specific actions]
4. [Phases, work plan and expected results]
5. [Details of services to be provided by each party]
6. [Any additional points which may be necessary can be added]

The results of the [project/study/service] shall be delivered before [day] [month] [year].

The PROFESSIONAL grants the rights to use the results of the [project/study/service] for the purposes of dissemination and communication.

II. Value of the contract and financial terms

1. The [NAME OF CENTRE] shall pay to the PROFESSIONAL the [total amount of €XX.XX] [in brackets the overall amount in words. For example: six hundred euros], with VAT [included/excluded]. This amount includes fees and living, transport and accommodation expenses, as appropriate.
2. [If this is intended] The amount will be paid in [number] instalments:
[Percentage: XX%] (total amount in Euros: €XX.XX) on entering into the contract on [day] [month] [year].
[Percentage: XX%] (total amount in Euros: €XX.XX) on [day] [month] [year].
[Add as many instalments as may be necessary]
3. The total amount of professional fees includes the payment in respect of any other transfer of intellectual property rights mentioned in this contract.
4. The [NAME OF CENTRE] shall have no liability in respect of any expenses which exceed the amounts set out in this contract and shall have no liability to third parties in relation to any matter of: ownership, finance, employment, legal or intellectual property rights while this contract is in force and which are not the direct liability of the [NAME OF CENTRE].
5. The costs and expenses of the performance of this contract are supported by a grant made by [Name of entity providing grant funding to the project] for the development of the [Name of project] project.

III. Obligations of the PROFESSIONAL

The professional undertakes:

1. The PROFESSIONAL shall provide the [project/study/service] from [day] [month] [year] until [day] [month] [year].
2. The results shall be delivered before [day] [month] [year] and shall be in the [language] language.

3. [Describe in detail the tasks to be performed by the PROFESSIONAL].
4. [If appropriate: attend the meeting organised by the [NAME OF CENTRE] at [place] on [day] [month] [year] in [place] in order to [reason for PROFESSIONAL'S attendance].
5. [If appropriate: attend the expert consultations of the [NAME OF CENTRE] during the development of the project until the presentation of the results on [day] [month] [year].
6. The PROFESSIONAL shall in particular [describe the matters to be particularly kept in mind for the provision of the project/study/service]
7. [If appropriate: as a part of the final result of the project, the PROFESSIONAL shall deliver a short presentation].
8. A full-time commitment is not required.
9. The PROFESSIONAL shall, whenever so requested by the [CENTRE NAME], provide documentary evidence that the PROFESSIONAL has no outstanding tax obligations or other obligations in respect of any employees of the PROFESSIONAL under legislation in force, in particular, laws relating to national insurance or equivalent and laws relating to occupational health and safety. Failure to comply with these regulations shall result in the termination of the contract and in no event will [CENTRE NAME] be either jointly or severally liable, as a result of the failure to fulfil the aforementioned obligations. For all matters not agreed in this document, the parties shall abide by the provisions of the corresponding employment ordinance and collective agreements.
10. The PROFESSIONAL grants the rights to use the results of the [project/study/service] for the purposes of dissemination and communication.

IV. Obligations of [CENTRE NAME]

1. To manage, coordinate, supervise and organise the project.
2. To pay the PROFESSIONAL'S fees in accordance with the budget set for the provision of the [project/study/service] and in accordance with the provisions of Clause II of this contract.
3. [If appropriate: The CENTRE may publicise the [project/study/service] and the results produced by the [project/study/service].
4. In the event that the works contracted are to be carried out in whole or in part in the facilities of the CENTRE, the CENTRE shall provide the PROFESSIONAL with details of any occupational risks and safety plan (if any).

V. Coordination and monitoring

Global monitoring of the contract shall be the responsibility of [Name and surnames], [post] of [NAME OF CENTRE] and on behalf of the PROFESSIONAL [Name and surnames of the

professional] his/herself [in case of collaboration: with the collaboration of [Name and surnames] [post] of [NAME OF CENTRE].

VI. Changes

Any change to dates, objective, results and to any other matter set out in this contract shall be made by agreement between the signatories to this contract.

VII. Notices

Any notices to be given under this contract shall be in writing and delivered to the email addresses provided by each of the parties in the description of the parties to this contract.

Each party shall give notice to the other of any change of address or email address during the term of this contract.

VIII. Data Protection

The PROFESSIONAL'S personal data will be included in the files of [CENTRE NAME] and entity [ENTITY NAME] only for the purpose of [state the purpose]. The PROFESSIONAL'S personal data will not be communicated to third parties nor used for any other purpose.

In compliance with the General Data Protection Regulation ((EU) 2016/679), the PROFESSIONAL may exercise his/her rights of access, rectification, deletion and objection by sending an email to [address of the centre/entity/e-mail of the centre/entity], attaching a photocopy of his/her identity document [DNI, NIE or passport] for the verification of his/her identity.

IX. Term

The contract shall enter into force upon the signing thereof and remain in force until [day] [month] [year].

X. Individual nature of the contract

This contract cannot be considered to be the incorporation of a company or formation of any association between the parties, who assume only the obligations which arise from the terms of the contract which completely describe the liability of each of the parties.

Any agreements entered into by either party with third parties shall not be binding on the other party.

The parties have no joint liability so that they shall be severally liable for the performance of their respective obligations.

XI. Force majeure

A party shall have no liability in respect of any breach of the terms of this contract which results from force majeure or any cause outside the reasonable control of that party including

strikes. In that event, the contract shall be terminated without liability of either party to compensate the other in respect of termination.

Force majeure shall mean: events such as fire, flood, war, act of vandalism or terrorism, prohibition of display by a competent authority and, in general, all those causes that cannot be avoided.

In the event of force majeure, the provisions contained in clause XII of this contract concerning compensation shall not apply, without prejudice to any right which may have arisen to reimbursement of expenses incurred up to the time of termination for force majeure. The party that claims that force majeure prevents performance of its obligations shall provide evidence of force majeure which is reasonably satisfactory to the other party.

XII. Causes of termination

The breach by either party of its obligations under this contract shall entitle the other party to terminate the contract without notice, without prejudice to any right to damages or other compensation in respect of any loss or harm suffered by the terminating party as a result of the breach giving rise to termination.

If a breach of this contract is due to force majeure, the parties may terminate it without being entitled to claim compensation from one another. In that event, [CENTRE NAME] may claim from the PROFESSIONAL the amount which corresponds to any unperformed tasks and/or to that part of the period of residency which has not been carried out as at termination of the contract.

The termination of the agreement by a party for any reason other than force majeure shall entitle the other party to claim compensation for the loss or harm caused thereby.

XIII. Applicable law and conflict resolution

This contract is entered into under the legal system of the country of origin of the contract that shall govern any aspect not covered in the above clauses. If during of this contract differences in interpretation or compliance arise the parties will endeavour to resolve them by reconciliation of their respective interests. If this is not possible, the parties shall accept the jurisdiction of the Courts and Tribunals of the city of origin of the contract expressly waiving recourse to any jurisdiction that might otherwise be available to them.

In witness whereof, the parties sign the present contract in two original copies on the date and in the place stated.

CENTRE:

[CENTRE NAME]

[NAME AND SURNAMES OF THE REPRESENTATIVE]

[SIGNATURE]

In [place] on [day] [month] [year]

THE PROFESSIONAL:

[NAME AND SURNAMES OF THE PROFESSIONAL]

[SIGNATURE]

[official logos: project, organising centre...]

In [place] on [day] [month] [year]