

Commercial Agreement



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zabala
INNOVATION

ICT HUB
EMPOWERING INNOVATION





[Startup Name]	[Impact Builder Name]
[Startup Address]	[Impact Builder Address]
[City, Postal Code, Country]	[City, Postal Code, Country]
[Startup Email]	[Impact Builder Email]
[Startup Phone]	[Impact Builder Phone]

Commercial Agreement between *[Startup Name]* and *[Impact Builder Name]*

Effective Date: *[Effective Date]*

Definitions

In this agreement, the following terms shall have the following meanings:

- 1.1. "Startup" refers to *[Startup Name]*, a legal entity incorporated under the laws of *[Constitution Country]* with identification number *[Identification Number]*.
 - 1.2. "Impact Builder" refers to *[Impact Builder Name]*, a legal entity/individual and services provider incorporated under the laws of *[Impact Builder Country]* with identification number *[Identification Number]*. *The impact builder is responsible for providing the services mentioned in this contract to [Startup Name].*
 - 1.3. "Services" refer to the services that the Impact Builder will provide to the Startup, as described in Annex A attached to this agreement.
 - 1.4. "KPIs" (Key Performance Indicators) refer to the specific indicators that will be used to measure the performance and quality of the Services provided by the Impact Builder. The KPIs are detailed in Annex B attached to this agreement.
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1.5. "Intellectual Property" refers to all intellectual property rights, including, but not limited to, copyrights, patents, trademarks, trade secrets, and know-how related to the Services provided by the Impact Builder.

1.6. "European Project" refers to the X2.0 project funded by the European Commission under the EIC STARTUP EUROPE program.

2. Description of Services

2.1. The Impact Builder undertakes to provide the following services to the Startup within the framework of the European Project X2.0, in accordance with the terms and conditions set forth in this agreement:

[Detailed description of the Services to be provided (All of t)]

2.2. The start date of the Services will be agreed upon by both parties and specified in an implementation schedule attached to this agreement.

3. Payment Terms

3.1. The Startup agrees to pay the Impact Builder for the Services provided according to the following terms:

[Detailed description of the payment conditions, including fees, deadlines, and payment methods]

EXAMPLE:

Please be advised that the payment terms are subject to mutual agreement between the Impact Builder and the startup. The example provided herewith is merely intended to facilitate the establishment of one of many payment processes and is not intended to serve as a definitive payment arrangement. Kindly exercise discretion in establishing your own payment schedule and process, which may involve a single payment, multiple payments contingent upon the fulfillment of specified deadlines or other specific terms.

1. Initial Payment

This is the first payment that the startup agrees to make to the Impact Builder upon signing the contract and before any services are rendered.

Clearly state the amount of the initial payment and the preferred payment method.

Specify the due date for the initial payment. It could be upon contract signing, within a specific number of days, or on a mutually agreed-upon date.

Outline any conditions or deliverables that must be met by the Impact Builder before the initial payment becomes due.

Example: "The startup agrees to make an initial payment of ... EUR to the Impact Builder upon contract signing via a bank transfer within 5 business days of the effective date of this agreement."

2. Milestone Payments

If the services provided involve different stages or milestones, outline the payment schedule based on these milestones.

Clearly define the milestones and the associated deliverables or achievements required to trigger each payment.

State the percentage or amount of the contract price that corresponds to each milestone payment.

Set specific due dates for each milestone payment.

Example: "The Impact Builder shall submit invoices for milestone payments upon successful completion of each project phase. The startup agrees to make milestone payments equal to 30% of the total contract price within 15 days of the Impact Builder's submission of the relevant invoice."

3. Final Payment

Describe the final payment that the startup agrees to make to the Impact Builder upon the satisfactory completion of all services and deliverables as per the contract terms.

Clearly state the amount of the final payment and the preferred payment method.

Specify the due date for the final payment, which should be tied to the completion and acceptance of all services.

Example: "The startup shall make the final payment of ... EUR to the Impact Builder upon successful completion and acceptance of all services outlined in this contract."

4. Confidentiality

4.1. Both parties agree to maintain the confidentiality of the information disclosed during the execution of this agreement and in relation to X2.0. Confidential information shall mean any non-public and confidential information related to the business, products, processes, strategies, or operations of either party.

4.2. The Impact Builder shall not during the continuance of this agreement or at any time thereafter, (except with the prior written consent of the Authorised Representatives), disclose the private affairs, secrets, or confidential information of the Startup or any company which is a holding company of the Startup or a subsidiary of the Startup or of any such holding company relating to the affairs of the Startup or any customer of the Startup or any affiliated company which they may learn in the course of the Services or their engagement under this agreement generally to any person unauthorized by the Startup and shall not use for their own purpose any information which they may acquire in relation to the business of the Startup or any affiliated company except that which may be in or become part of the public domain other than through any act or default of the Impact Builder. The Impact Builder acknowledges and agrees that the following information will be regarded as confidential information for the purposes of this clause:

- a. The business methods, corporate plans, management systems, finances, new business opportunities, or development projects of the Startup or any affiliated company; or
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- b. The marketing or sales of any past, present, or future products, goods, or services of the Startup or any affiliated company or held on behalf of any third parties by the Startup or any affiliated company, including but not limited to customer names and lists and other details of customers, sales targets, sales statistics, market share statistics, prices, market research reports, and surveys and other professional materials; or
- c. Future projects, business development or planning, commercial relationships, and negotiations; or
- d. Any trade secrets or other information relating to the provision of any product or service of the Startup or any affiliated company; or
- e. Methods of manufacturing, storing, distributing, and labeling any products manufactured by the Startup or any affiliated company; or
- f. Any other information specifically identified by the Startup as confidential or known to the Impact Builder as being held by the Startup under a duty of confidentiality to a third party, in either case coming to their attention in the course of or for the purposes of providing the Services or information obtained directly or indirectly by the Impact Builder in an unauthorized manner.

4.3. The termination of this agreement shall not operate to terminate the provisions of this clause, which, after such termination, shall remain in full force and effect and binding on the Impact Builder.

5. Ownership of IP and Data

5.1. The Impact Builder will transfer all ownership of the intellectual property of work submitted to the Startup.

5.2. To the extent that any Intellectual Property Rights shall exist in the Services or the products of the Services provided to the Startup or any affiliated company by the Impact Builder under the terms of this agreement, the Impact Builder hereby assigns and grants to the Startup all right, title, and interest in such Intellectual Property Rights.

5.3. For the purpose of this agreement, "Intellectual Property Rights" means all and any patents, trademarks, service marks, registered designs, utility models, design right, copyright (including copyright in computer software), semiconductor topography rights, inventions, trade secrets, and other Confidential Information, know-how, business or trade names, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not, including the right to apply for and all applications for any of the foregoing rights.

5.4. The whole content of the work paid for is fully owned by the Startup. Impact Builders cannot use it without consent.

6. Limitations of Liability

6.1. The Impact Builder shall defend, indemnify, and hold harmless the Startup and its respective officers, directors, employees, and agents from and against any and all liabilities, damages, judgments, costs, and expenses (including reasonable attorney's fees) resulting from any claims, litigation, or actions against the Startup arising out of infringement by the customer of any



copyright, patent, trade secret, or other intellectual property rights, or the customer's violation of any governmental laws, rules, ordinances, or regulations.

7. Duration of Agreement

7.1. This agreement is binding for a period of maximum 5 months from the day of its entry into force. This period must be agreed between the parties.

8. Applicable Law and Jurisdiction

8.1. This agreement shall be governed by and construed in accordance with the laws of [Corresponding Country], and any dispute or claim arising out of this agreement shall be subject to the exclusive jurisdiction of the courts of *[Corresponding City or Country]*.

8.2. Each party can terminate the agreement with a week's notice period.

a. In case of contract termination by the Startup, the Startup shall pay the Impact Builder for the services completed for that month.

b. In case of contract termination by the Impact Builder, the Startup shall pay the Impact Builder only for the days performed within that month.

8.3. Termination shall be in writing and becomes effective immediately.

9. Objectives and Scope of the European Project

9.1. This agreement is entered into in the context of the European Project X2.0. Both parties acknowledge and agree that compliance with the objectives and conditions of the European Project is essential for the realization of this agreement.

10. Quality and Service Standards

10.1. The Impact Builder agrees to provide the Services in accordance with the quality standards and performance indicators specified in Annex B.

11. Timelines and Deliverables

11.1. The timelines for the delivery of the Services shall be agreed upon by the Impact Builder and the Startup, always complying with the general timelines within which the project is framed.

M1: Work plan + KPI establishment

M3: Interim report

M5 Final report

12. Data Protection and Privacy

12.1. Both parties agree to comply with all applicable laws and regulations regarding data protection and privacy, including the European Union's General Data Protection Regulation (GDPR), within the framework of the European Project.

13. Dispute Resolution

13.1. In the event of any dispute or claim arising out of this agreement, the parties agree to attempt to resolve it in good faith through direct negotiations.



13.2. If the parties fail to resolve the dispute through negotiations, it shall be submitted to *[mediation/arbitration/other alternative dispute resolution methods]* in accordance with the laws of *[Corresponding Country]*.

In witness whereof, the parties have executed this agreement as of the effective date.

Startup:

[Startup Name]

[Name and Position of Legal Representative]

[Signature]

Impact Builder:

[Impact Builder Name]

[Name and Position of Legal Representative]

[Signature]

Annex A: Detailed Description of Services

[A document describing the detailed description of the Services will be attached]

Annex B: Key Performance Indicators (KPIs)

[A document detailing the agreed-upon KPIs will be attached]
