

WORKING CONTRACT

The Future Worlds Center (legally registered as Cyprus Neuroscience & Technology Institute; hereinafter referred as “the Organization”) represented by *Dr. Yiannis Laouris* with I.D. n° 530952 in his capacity as: Chair of Board of the Organization, established in Nicosia, Cyprus

on the one part, and

Ms Veronika Sudi (heretofore, this “Associate”) with *Hungarian ID* as identification document with number *055202EA* and with address *Thermis 4, Doria Court 3, Flat 103, 2044 Strovolos* in *Nicosia*

on the other part

DECLARE hereby that they fulfill the necessary pre-requisites for this contract and therefore agree to formalize this fixed-term duration contract for work or determined services (referred as “Agreement”).

1. TERM OF THE AGREEMENT

This Agreement shall begin on *1 December 2009*, and end on *30 November 2011*.

Present Agreement overrides and cancels any previous agreements for the below mentioned project.

2. DUTIES OF THE ASSOCIATE

The Associate is directly hired for the participation in the following project¹:

Acronym of the project: *Moblang*

Name of the project: *Intercultural Dialogue & Linguistic Diversity via MobLang*

Grant Agreement number of the project: *505664-LLP-2009-CY-KA2MP*

Position of the Associate: *Project Administrator*

General Job Description:

The Associate will join an active team engaged in socially responsible activities and research. S/he is expected to work within the project team to promote the general vision and mission of the organization as this is documented in its various websites and documents.

In compliance with the Grant Agreement of the abovementioned project, the Associate`s responsibility includes the following:

- **Execute tasks of WP (work packages) listed in Article 3 and detailed in the Grant Agreement of the project mentioned above according to the instruction of the project coordinator**
- Participate in internal project meetings
- Travel for the needs of project as specified in the Grant Agreement of the project

¹ Participation in other paid projects shall be governed by separate contract(s).

- Support the coordinator of the project during the reporting period (narrative and financial report)
- Make the relevant administrative tasks required by the project

3. COMPENSATION:

For the work performed by the Associate under and during the term of this Agreement, the Organization shall compensate according to the following conditions:

Gross Hourly/Daily/Monthly rate²: € 110.00 per day

Payment Method³: *cheque*

Payable: *upon approval of timesheet*

Since the Associate directly hired to execute the duties detailed in Article 2, hours reported in the timesheets shall be charged on the abovementioned project as direct eligible cost.

Maximum monthly hours allowed: *20.36 hours*

In case hours reported in the timesheets are higher than the above defined maximum hours per month, additional hours shall be considered volunteer hours, therefore remain unpaid. Hours reported lower than the above defined maximum hours per month, shall be paid based on the actual hours spent on the project.

Estimated total hours of the Associate per WP (work packages):

WORKPACKAGE NUMBER	WORKPACKAGE TITLE	HOURS
WP1	Project Coordination and Management	
WP2	Requirements and Operational Aspects of MobiLang Mobile Phone System	
WP3	Design and Development of MobiLang Mobile Phone System	
WP4	Design and Development of MobiLang Curricula	
WP5	Social and Cultural Inclusion of MobiLang	840.00
WP6	Dissemination to Target Groups	
WP7	Dissemination Plan to Promote the Concepts and Products	
WP8	Measures that make the project known to the wider public	280.00
WP9	Monitoring and Evaluation	

²Mark as appropriate.

³Optional payment method can be: cheque, electronic transfer, charge on account

WP10	User Trials	
WP11	Exploitation Plan for the Tools and Products developed to secure Sustainability of the Project	
TOTAL		1,120.00

4. LEGAL STATUS:

All taxes, social insurance, and other optional contributions required by Cyprus law shall be paid by the Associate.

The Organization will not be responsible to perform the payment transaction for social insurance or income tax and therefore will not withhold any funds for income tax, social insurance or any other contribution required by Cyprus Law.

With respect to the legal status of the Associate, please visit the link below on “Legal-financial aspects of work contracts” policy of the Organization, which exemplifies that these policies are necessary to remain aligned with the social entrepreneurial character of the organization.

<http://www.futureworlds.eu/wiki/Policy: Legal-financial aspects of work contracts>

5. OTHER BENEFITS:

- (a) The Associate will have opportunities to participate in programs, trainings and events organized by the Organization, in most cases without paying any participation fee.
- (b) The Associate will have opportunities to travel abroad in the context of various European and International programs at least once a year. In special cases, the Associate might be required to contribute a small amount for these trips.
- (c) In the case when the Associate participates provide extra services beyond the scope of this Agreement, s/he will benefit from additional remuneration.
- (d) The Associate will be given options and freedom to participate in other programs and projects of the organization, which serve his/her personal interest, and development provided this does not happen at cost of his/her normal duties.

6. REIMBURSEMENT OF EXPENSES:

- (a) The Associate will supply his own automobile for use during the period of the Agreement. However, the Organization will reimburse, the Associate to be reimbursed, for the following expenses of the Associate, provided they are reasonable in amount, they are ordinary and necessary expenses incurred in a trade or business as defined in Cyprus law and further provided that Associate provides the Organization with complete and proper substantiation for such expenses in compliance with the requirement of the Financial Department of the Organization:

- all business mileage at the standard rate of reimbursement allowed under the Cyprus income tax law; and
- all stationery, computer consumables.
- (b) The Organization will also reimburse the Associate for all reasonable, normal and customary business expenses, including, but not limited to the full cost of all authorized travel, lodging and meal expenses for out-of-town trips in accordance with the Organization's written policy, and, similarly, for all expenses relating to entertainment of customers and prospective customers.
- (c) In the event of international travel, a daily allowance of 50 Euros shall be paid in addition to out of pocket expenses to the Associate if he/she travels abroad for purposes related to the organization as an out of country allowance. This amount is made payable from the day of departure from Cyprus until the day of arrival to Cyprus.
- (d) In the event that the associate purchases his/her airplane ticket for such international travel with his/her personal credit card, the Organization will reimburse the associate an additional 15 Euro in order to cover general bank costs and potential bank penalties in the event that he/she is not reimbursed in time by the Organization.
- (e) In respect of the reimbursement of expenses, please visit the following link presenting the policies of the Organization. The Organization may, at its sole discretion, update or revise these policies at any time. Any updates or revision of these policies will be effective immediately upon posting on the web site. Please check this policy periodically for updates or revision.

http://www.futureworlds.eu/wiki/Policies_and_Procedures

7. TERMINATION OF AGREEMENT:

- (a) Any termination by the Organization or by the Associate without cause shall be communicated two months prior by notice of termination to the other party hereto.
- (b) Notwithstanding anything contained herein to the contrary, this Agreement shall be immediately terminable by the Organization or by the Associate by giving two months written notice for cause.
- (c) For purposes of this Agreement "cause" shall be defined as:
 - I. action of Associate that materially injures the professional reputation of the Organization;
 - II. insolvency, bankruptcy, or assignment for benefit of creditors by Associate;
 - III. material breach of any substantive provision of this Agreement by Associate with such breach continuing for five (5) days after notice thereof to Associate;
 - IV. conviction of Associate of any felony or crime involving moral turpitude;
 - V. substantial insubordination to the officers or the Board of Directors of the Organization;
 - VI. the death of Associate;
 - VII. pregnancy of the Associate; and
 - VIII. Associate's permanent, total disability to render the services contemplated hereunder; provided that in the event of such permanent total disability or any other

disability of Associate to render the services contemplated hereunder, Associate's payment shall continue during such period of disability up to a maximum of six months paid by the own source of the Organization, therefore not financed by the specific project detailed in Annex A, after which salary shall cease; permanent total disability shall be defined as: Associate's being permanently unable through injury or illness to render all of the services which he rendered before such injury or illness. In the event the parties do not agree as to whether the disability is total or permanent, a determination shall be made by a panel of three doctors. The first shall be chosen by the Organization and the second shall be chosen by Associate; the third shall be chosen by the first two and their opinion on permanent total disability shall be binding on the parties hereto. If only one doctor is chosen, his opinion shall be binding. If two are chosen and they are unable to decide on a third doctor, then the determination shall be made a third party Arbitrator. Such determination shall be binding on all parties.

- (d) Notwithstanding anything contained herein to the contrary, this Agreement shall be immediately terminable without cause by the Associate by giving two months written notice.

8. NON-DISCLOSURE:

Associate will keep all trade secrets and/or proprietary information of the Organization in strict confidence. A trade secret is any information, process or idea that is not generally known to persons outside the Organization, which the Organization considers confidential, and which gives the Organization a competitive advantage. In light of the foregoing and realization by Associate and the Organization that the Organization's trade secrets are valuable assets of the Organization and form the foundation upon which much of Organization's success and existence depend, Associate hereby agrees that Associate will not at any time, whether during or subsequent to the term of Associate's service agreement by the Organization in any fashion, form or manner, unless specifically consented to in writing by the Board of Directors of the Organization, either directly or indirectly use or divulge, disclose or communicate to any person, firm or corporation, the Organization's trade secrets in any manner whatsoever. Organization's trade secrets shall include, but not be limited to: all proprietary software and system design (including all enhancements thereto) owned by the Organization's or licensed to the Organization's, their marketing plans, the prices they obtain or have obtained or at which they sell or have sold their products or services, compensation paid to Associates and other terms of service agreement, any and all confidential information provided to the Organization by its customers or vendors, the Organization's financial statements and all information relating to the Organization's financial condition and all information relating to the research and development activities, ideas or projects carried on by the Organization.

9. FILES, REPORTS AND BOOKS

All equipment, notebooks, documents, internal or external memoranda, reports, files, samples, books, correspondence, lists, computer programs, drawings, diagrams, blueprints, manuals, mechanisms, devices, creations, specifications, quotations, technical or management proposals, software system, program, specification, and any other documentation either in preparation or in final form, all technical notes, tangible property and work products, and all other written or graphic records in any manner affecting, recording or relating to the business of the Organization, which Associate shall prepare, use, construct, observe, possess or control, or which Associate produced in whole or in part, shall at all times be and remain the sole property

of the Organization, as the case may be. Associate will not to copy or otherwise duplicate or in any other way violate the license of any computer program or software licensed to the Organization.

10. WORK FOR HIRE

All ideas, inventions and other developments or improvements conceived by the Associate, alone or with others, during the term of his service agreement hereunder, whether or not during the actual working hours, that are within the scope of the Organization's business operations or that relate to any of the Organization's work or projects, are the exclusive property of the Organization, it being agreed by the parties hereto that all such ideas, inventions, developments or improvements constitute "works made for hire" under the United States copyright laws. The Associate agrees to assist the Organization, at its expense, to obtain patents or copyrights on any such patentable or copyrightable ideas, inventions and other improvements, and agrees to execute all documents necessary to obtain such patents or copyrights in the name of the Organization.

11. PROTECTION OF CUSTOMER RELATIONSHIP

For the purpose of this Agreement, the term "the Organization Customer" shall mean any person or entity with respect to which the Organization has obtained access to or knowledge of during the course, or as a result, of Associate's service agreement with the Organization.

For the purpose of this Section 11, the term "Similar Product or Service" shall mean any computer-related product or service similar to that offered, licensed, contemplated or developed by the Organization during the term of Associate's service agreement with the Organization. For a period of two (2) years following the date of termination of this Agreement by either party for whatever reason (such period not to include any period(s) of violation or period(s) of time required to enforce any obligations contained in this Agreement), Associate shall not, for the benefit of Associate or any person or entity offering, developing or licensing or performing a Similar Product or Service, solicit the business of any the Organization Customer for the purpose of offering, developing or licensing a Similar Product or Service or perform any services for the benefit of a Competitor of the Organization without obtaining the prior written consent of the Organization.

12. NON-SOLICITATION OF ASSOCIATES

Associate shall not solicit the service agreement of any Associate of the Organization, during the term of this Agreement and for a period of two (2) years following the date of termination of this Agreement by either party for whatever reason (such period not to include any period(s) of violation or period(s) of time required to enforce any obligations contained in this Agreement), without obtaining the prior written consent of the Organization. No provisions within this Section 12 shall limit any right which the Organization may have under any statute or at common law.

13. INJUNCTIVE RELIEF:

Associate acknowledges that his actual or threatened violations of Sections 8, 9, 10, 11, or 12 would give rise to irreparable injury to the Organization, inadequately compensable in damages and, therefore, the Organization may seek and obtain injunctive relief against the breach or

threatened breach of Associate's obligations and undertakings thereunder, in addition to any other legal remedies which may be available.

14. MISCELLANEOUS:

- (a) Notices. All notices and demands of any kind or nature which one party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally or (as an alternative to personal service) by prepaid registered or certified Cyprus mail or by private mail service (e.g., Akis Express). If the notice is to the Organization, it shall be served at its principal office, and if the notice is to the Associate, it shall be served at the address shown in the books and records of the Organization. Service of such notice or demand so made shall be deemed complete on the day of actual delivery as shown by the addressee's registry or by carrier or other certification receipt or at the expiration of seven (7) days after the date of mailing, whichever is earlier in time. Either party hereto may from time to time, by notice in writing served upon the other party as aforesaid, designate a different mailing address or a different person to which following such service all further notices or demands are thereafter to be addressed.
- I. Headings. The titles and headings of the Organization in various sections and paragraphs hereof are intended solely for convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon or on any of the provisions of this Agreement.
 - II. Entire Agreement; Governing Law. This Agreement constitutes the entire Agreement among the parties hereto with respect to the subject matter hereof, and this Agreement may not be modified, amended or otherwise changed in any manner except by a written instrument executed by the party against whom enforcement is sought. This Agreement is to be governed by and construed according to the laws of the State of Cyprus. The parties hereby agree that any dispute relating to this Agreement shall be resolved in courts in CYPRUS.
 - III. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument, provided, however, that the several counter parts in the aggregate shall have been signed by all of the parties hereto.
 - IV. Waiver. A waiver by any party to this Agreement of any of its terms or conditions in any one instance shall not be deemed or construed to be a general waiver of such terms or conditions or a waiver of any subsequent breach.
 - V. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable, the rest of the Agreement shall remain in effect, provided that its general purposes are still reasonably capable of being affected.
 - VI. Assignment; Successors. Each party hereto agrees on behalf of himself and his executors and administrators, heirs, legatees, distributees, and successors and any other person or persons claiming any benefit through or under such party by virtue of this Agreement, that this Agreement and the rights, interests and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by either party hereto or any executor, administrator, heir, legatee, distributee, successor or any other person claiming under or through any party hereto by virtue of this Agreement and shall not be subject to execution, attachment or similar process. Any attempt to assign, transfer, pledge, hypothecate or otherwise dispose of this Agreement or of such rights, interests and benefits contrary to the foregoing

provisions, or the levy of any attachment or similar process thereupon shall be null and void and without effect and shall at the sole option of the other party terminate this Agreement.

VII. This Agreement shall be binding upon and inure to the benefit of the Organization and Associate respectively and their respective heirs, legal representatives, executors, administrators, successors and assigns (in the case of a valid assignment hereof).

15. AMENDMENTS:

Adjustments occurred in the conditions of the Agreement can be recorded in the attached “Amendments” form without signing a new contract. The procedure shall support the transparency and traceability requirement of the Organization.

Hereby in declaration of conformity, the two parties sign in two copies the present document in the locations and dates specified below.

The Associate

The Organization

Done at.....the

Done at Nicosia, the.....

AMENDMENTS OF THE AGREEMENT

Effective date: _____

Details of condition changed:

Signatures:

The Associate

The Organization

The Project Coordinator

Effective date: _____

Details of condition changed:

Signatures:

The Associate

The Organization

The Project Coordinator

AMENDMENTS OF THE AGREEMENT

Effective date: _____

Details of condition changed:

Signatures:

The Associate

The Organization

The Project Coordinator

Effective date: _____

Details of condition changed:

Signatures:

The Associate

The Organization

The Project Coordinator