COLLABORATION AGREEMENT
Project [insert number] [insert acronym]

This Agreement is based upon the regulation provided for in Article 204 of the EU Financial Regulation 2018/1046[1], in Article 9.4 of the Horizon Europe (Horizon) General Model Grant Agreement (HE MGA v1.2)[2] and in the General Annexes of the Horizon Europe Main Work Programme 2025 [3], establishing the rules and legal framework for providing financial support to third parties.

Having regard to the form of financial support to third parties envisaged in the Project 101189589 — O-CEI: Open CloudEdgeIoT Platform Uptake in Large Scale Cross-Domain Pilots, this Agreement is also partly based on the Horizon Europe (Horizon) Model Grant Agreement for Lump sum grants (Lump Sum MGA v1.0)[4], adapting the financial provisions set forth therein to the specific features of the Cascade Funding Call launched by the O-CEI project for third parties selection and funding.

This **Agreement** ('the Agreement') is made on [Project start date] (hereinafter referred to as the Effective Date) **between** the following parties:

on the one part,

UNIVERSITAT POLITECNICA DE VALENCIA (UPV) ('the Coordinator'), whose VAT no. is ESQ4618002B, established by the Spanish Government Act no. 495 of the 11th of March 1971, published on the Congressional Record of the 26th of March 1971, having its head office at Camino de Vera, s/n, in Valencia, P.C. 46022, Spain, represented by its Vice-rector for Research, Maria Belén PICÓ-SIRVENT, with delegated power for the celebration of this act, by virtue of the Agreement of April 27, 2023 by the Governing Council of the UPV, in accordance with the provisions in articles 9 and 12 of Law 40/2015, of October 1, on the Legal Regime of the Public Sector and in articles 51 to 55 of the Statutes of the UPV, approved by Valencian Regional Government Act no. 182/2011, of 25th November; acting as coordinator and in the name of the consortium responsible for implementing the project '*Open CloudEdgeIoT Platform Uptake in Large Scale Cross-Domain Pilots— O-CEI* ' funded by the European Commission under the Horizon Europe Programme (Grant Agreement Number: 101189589)

and

on the other part,

'the Third Party Coordinator':

[1] REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193/1, 30.07.2018)

[2] Model published on Portal Reference Documents (https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-euratom_en.pdf)

[3] European Commission Decision C(2025) 2779 of 14 May 2025. Published on Portal Reference Documents (https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/wp-call/2025/wp-14-general-annexes_horizon-2025_en.pdf)

[4] Model published on Portal Reference Documents (https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/ls-mga_en.pdf)

[**full official name (short name)**][legal form], [official registration No], established in [official address in full], [VAT number], represented for the purposes of signing the Agreement by [function, forename and surname],

'the Third Party':

[**full official name (short name)**][legal form], [official registration No], established in [official address in full], [VAT number], represented for the purposes of signing the Agreement by [function, forename and surname],

hereinafter, jointly or individually, referred to as 'Parties' or 'Party'

WHEREAS

(1) The Coordinator is responsible for the implementation of the O-CEI project, research and innovation action funded by the European Commission under the Horizon Europe Programme (Grant Agreement Number: 101189589, hereinafter referred to as the 'Grant Agreement') together with the entities:
- UNIVERSITAT POLITECNICA DE VALENCIA
- NATIONAL CENTER FOR SCIENTIFIC RESEARCH "DEMOKRITOS"
- ASOCIACION DE EMPRESAS TECNOLOGICAS INNOVALIA
- BLUSPECS SL
- ELECTRICITE DE FRANCE
- CMA CGM SA
- MALTA FREEPORT TERMINALS LIMITED
- AUMOVIO TECHNOLOGIES ROMANIA S.R.L.
- SCHNEIDER ELECTRIC INDUSTRIES SAS
- SCHNEIDER ELECTRIC FRANCE SAS
- INTEL DEUTSCHLAND GMBH
- NEC LABORATORIES EUROPE GMBH
- AVL LIST GMBH
- TELEFONICA INNOVACION DIGITAL SL
- ENERGIE STEIERMARK AG
- ENEMALTA PLC
- ATOS IT SOLUTIONS AND SERVICES IBERIA SL
- ATOS SPAIN SA
- E-GAP S.R.L.
- AGRIA HISPANIA SL
- NOVA TELECOMMUNICATIONS & MEDIA SINGLE MEMBER SA
- PHOENIX SYSTEMS SP. Z O.O.
- CHARALAMBIDES CHRISTIS LTD
- SYSTEMS RESEARCH INSTITUTE OF THE POLISH ACADEMY OF SCIENCES IBS PAN
- UNIVERSITY COLLEGE DUBLIN, NATIONAL UNIVERSITY OF IRELAND, DUBLIN
- MALARDALENS UNIVERSITET
- ETHNIKO KENTRO EREVNAS KAI TECHNOLOGIKIS ANAPTYXIS
- UNIVERSITY COLLEGE CORK – NATIONAL UNIVERSITY OF IRELAND, CORK
- UNIVERSITY OF PIRAEUS RESEARCH CENTER

- TECHNISCHE HOCHSCHULE DEGGENDORF
- OPENNEBULA SYSTEMS SL
- TRIALOG
- ECLIPSE FOUNDATION EUROPE GMBH
- CHOCOLATE CLOUD APS
- INQBIT INNOVATIONS SRL
- XLAB RAZVOJ PROGRAMSKE OPREME IN SVETOVANJE DOO
- UBIWHERE LDA
- ZETTASCALE TECHNOLOGY SARL
- SYNELIXIS LYSEIS PLIROFORIKIS AUTOMATISMOU & TILEPIKOINONION ANONIMI ETAIRIA
- SMART M POWER COMPANY LIMITED
- APPLIED RESEARCH TO TECHNOLOGIES SRL
- AGRIA ZERO EMISSIONS S.L.
- PRODEVELOP SL
- SK EMBIO DIAGNOSTICS LIMITED
- AWAKE.AI OY
- FUNDINGBOX ACCELERATOR SP ZOO
- FUNDINGBOX COMMUNITIES SL
- GREEN SUPPLY CHAIN DIGITAL INNOVATION HUB ASTIKI MI KERDOSKOPIKI ETAIREIA
- EUROPEAN ROAD TRANSPORT TELEMATICS IMPLEMENTATION COORDINATION ORGANISATION - INTELLIGENT TRANSPORT SYSTEMS & SERVICES EUROPE
- OSTERREICHISCHE POST AG
- FENIX NETWORK CROSS-BORDER DATA SHARING ASSOCIATION
- GARAIA S COOP
- EKO KVARNER ORGANIZATION
- DIGITAL FOR PLANET-D4P
- CLEMAP AG
- HAUTE ECOLE SPECIALISEE DE SUISSE OCCIDENTALE
- SOCIETE COOPERATIVE DE CONSTRUCTION ET D HABITATION POLYGONES
- ANNIVIERS TOURISME SA
-
- POWERLEDGER AG
- GROUPE E SA
- SEAMLESS MIDDLEWARE TECHNOLOGIES SL

(hereinafter collectively referred to as the ‘O-CEI Consortium’);

(2) The project 101189589-O-CEI includes providing financial support to third parties, subject to the provisions set out in Article 9.4 of the Grant Agreement and in the General Annexes of the Horizon Europe Work Programme 2025, who contributes to the implementation of the O- CEI project by conducting certain tasks from a closed list of different types of activities defined by the O-CEI Consortium;

(3) The O-CEI Consortium launched on 12th November 2026, according to the provisions set out in the Grant Agreement and in the General Annexes of the Horizon Europe Work Programme 2025, a Cascade Funding Call (O-CEI Open Call #2) for the selection of Third

Parties, on the basis of submitted proposals containing the description of tasks to be conducted for being financially supported;

(4) The proposal with **[title]- [acronym]** submitted by [**full official name (short name)**] was finally selected for funding under this call;

On the basis hereof, and considering that the beneficiaries of the Grant Agreement are responsible for the proper use of the funding by the recipients of the financial support and must ensure that they comply with certain obligations of the GA, it is necessary to establish a contractual arrangement (including control measures and/or reducing the financial support) regarding the financial support to the Third Party and its implementation of activities in the framework on the O-CEI project.

(5) This Agreement was approved by the General Assembly of the O-CEI Consortium in the meeting held on [date], in conformity with the provisions of section 6.3.7 of the Consortium Agreement signed on 01/01/2025.

By signing this Agreement, the Third Party accepts the financial support to be provided by the Coordinator and the collaboration with the O-CEI Consortium as described herein, and agrees to implement it under its responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The Agreement is composed of:

Terms and Conditions

Annex 1 Description of the Contribution of the Third

Party Annex 2 Estimated budget for the Contribution

Annex 3 Model for the financial statements

Annex 4 GA obligations extended to the Third Party as recipient of financial

support

Annex 5 Background included

Annex 6 Individual Mentoring

Plan

TERMS AND CONDITIONS

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SECTION 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the terms and conditions applicable to the financial support to the Third Party (hereinafter referred to as 'FSTP), consisting in a downstream channelling and re-distribution of EU Funds ("cascade funding") by the Coordinator of the O-CEI project for implementing the Contribution set out in Section 2.

The parties expressly acknowledge and agree that the present Agreement shall not be considered or interpreted as a grant awarded by the Coordinator to the Third Parties, or as a service or supply contract between the Third Parties and the Coordinator.

ARTICLE 2 — DEFINITIONS

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Regulation.

(1) 'Access rights' means rights to use Results or Background under the terms and conditions laid down in this Agreement, whether for implementing the Contribution or for Exploitation;

(2) 'Agreement' means this collaboration agreement and its annexes;

(3) 'Background' means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, which is: (i) held by the Parties prior to their accession to the Contribution; (ii) needed for carrying out the Contribution or for exploiting the Results of the Contribution;

(4) 'Confidential information' has the meaning given in Article 10.1 of this Agreement;

(5) 'Contribution' set of tasks to be conducted by the Third Parties in the framework of the O-CEI project, pertaining to one of more of the categories of activities listed in the Cascade Funding Call (O-CEI Open Call #1) that qualify for financial support;

(6) 'Coordinator' legal entity acting as the intermediary between the members of the O-CEI Consortium and the European Commission regarding the Grant Agreement number 101189589. The Coordinator shall, in addition to its responsibilities as member of the O-CEI Consortium and beneficiary of the Grant Agreement, perform the tasks assigned to it as described in the Grant Agreement, the Consortium Agreement and this Agreement.

(7) 'Disclosing party' has the meaning given it in Article 10.1 of this Agreement;

(8) 'Dissemination' means the public disclosure of the Results by any appropriate means other than resulting from protecting or exploiting the Results, including by scientific publications in any medium;

(9) ‘Eligible cost' has the meaning given it in Article 6 of this Agreement;

(10) 'Exploitation' means the use of Results in further research activities other than those covered by the Contribution concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities;

(11) 'Fair and reasonable conditions' means appropriate conditions, including possible financial terms or royalty- free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged;

(12) 'Force majeure' means any one or more events beyond the reasonable control of the relevant Party which occur after the date of signing of this Agreement, were not reasonably foreseeable at the time of signing of this Agreement, and the effects of which are not capable of being overcome without unreasonable expense and/or unreasonable loss of time to the Party concerned. Events of Force Majeure shall include (without limitation) war, civil unrest, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, epidemic or pandemic situations, fire, explosions, and general shortages of energy;

(13) 'General Assembly' means the highest decision-making body of the O-CEI consortium;

(14) 'Individual Mentoring Plan (hereinafter referred to as ‘IMP’) means the document that establishes the individual budget, KPIs, Deliverables and a schedule that will be taken into account when evaluating the FSTP recipients’ performance at the Milestones Review;

(15) 'Needed' means:

- For the implementation of the Contribution: access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.
- For exploitation of own Results: access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible;

(16) 'Selection Committee (hereinafter referred to as ‘SC’) is the decision-making board of the O-CEI Consortium in all key issues related to FSTP management. It is composed of FBA and the governance bodies structure of O-CEI (UPV –project leader-, NCSRD –scientific leader-, INNO –pilot leader-, BLU –market leader- and D4P – impact leader. Responsible for : (i) performing In/Out Scope screening, (ii) validating the Open Call Package of Documents, (iii) validating all the decisions taken during the Selection Process, (iv) selecting the best proposals in the Consensus Meeting, (v) validating the FSTP recipients’ performance in the Milestones Review including the Individual Mentoring Plan, (vi) Authorise all FSTP Payments done to FSTP recipients by the partner in charge of the FSTP management ;

(17) ‘Recipient' has the meaning given it in Article 11 of this Agreement;

(18) 'Results' means any tangible or intangible effect of the Contribution, such as data, know- how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights;

(19) 'Shared information' has the meaning given it in Article 10.3 of this Agreement;

(20) 'Third Party' means each legal entity that a final recipient of the financial support to be provided by the O- CEI Consortium and forms part of the Third Party Consortium, contributing to the implementation of O-CEI project. For the avoidance of doubt, Third Partiesdo not became a party to the Grant Agreement or the O-CEI Consortium and has no contractual link with the European Commission.

(21) 'Third Parties' means collectively the legal entities receiving financial support under this Agreement and forming the Third Party Consortium.

(22) 'Third Party Consortium' means the consortium formed by the Third Parties for the purpose of jointly implementing the Contribution. The Third Party Consortium does not constitute a separate legal entity for the purposes of this Agreement.

(23) 'Third Party Coordinator' means the Third Party designated to act as coordinator of the Third Party Consortium and as its single point of contact towards the Coordinator for the implementation and administration of the Contribution, including the receipt and distribution of payments in accordance with Articles 5 and 8 of this Agreement.

SECTION 2 CONTRIBUTION OF THE THIRD PARTY TO THE O-CEI PROJECT

ARTICLE 3 — CONTRIBUTION TO BE IMPLEMENTED

The financial support is awarded by the O-CEI Consortium for the Contribution entitled **[insert title of the contribution] — [insert acronym]** (**'Contribution'**), as described in Annex 1, to be jointly implemented by the Third Parties within the framework and in connection to the O-CEI project.

ARTICLE 4 — DURATION AND STARTING DATE OF THE CONTRIBUTION

The duration of the Contribution will be **11 months** as of *the date the Agreement enters into force (see Article 15)* (**'starting date of the Contribution'**).

SECTION 3 FINANCIAL SUPPORT

ARTICLE 5 — FINANCIAL SUPPORT

5.1 Form of financial support

The financial support to be provided to the Third Parties takes the form of a **lump sum funding** for the completion of the Contribution.

5.2 Maximum financial support amount

The maximum financial support for the Third Party Consortium as a whole is ***EUR 200 000 (two hundred thousand euros)*** as set out in the estimated budget (Annex 2).

The final financial support amount depends on the proper implementation of the Contribution in accordance with the Agreement's terms and conditions.

5.3 Funding rate

Not applicable

5.4 Estimated budget, budget categories and forms of funding

The estimated budget for the action (lump sum breakdown) is set out in Annex 2.

It contains the estimated eligible contributions for the action (lump sum contributions).

Annex 2 also shows the types of contributions (forms of funding) to be used.

5.5 Budget flexibility

Not applicable

5.6 Revised financial support amount — Calculation

If the European Commission rejects the costs for the financial support to the Third Parties (in particular, after checks, reviews, audits or investigations; see Article 25 in Annex 4) or reduces the grant to the Coordinator on the basis of the breach of obligations by **one or more** Third Parties, the General Assembly in accordance with the right of recourse settled in Article 12 will calculate the '**revised financial support amount**'.

This amount is calculated by the General Assembly, as follows:
- in case of rejection of costs: in the same amount of the costs for financial support to the Third Parties rejected by the European Commission to the Coordinator;
- in case of reduction of the grant to the Coordinator attributable to one or moreThird Parties: in the same amount of the grant reduction.

In case of rejection of costs and reduction of the grant, the revised final support amount will be the lower of the two amounts above.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE LUMP SUM CONTRIBUTIONS

6.1 and 6.2 General and specific eligibility conditions

Lump sum contributions are eligible ('eligible contributions'), if:

(a) they are set out in Annex 2 and

(b) the activities to be conducted by the Third Party Consortium in the framework of the O- CEI project have been properly implemented, in accordance with Annex 1 and Annex 6 and during the period set out in Article 4

They will be calculated on the basis of the amounts set out in Annex 2.

6.3 Ineligible contributions

'Ineligible contributions' are:

(a) lump sum contributions that do not comply with the conditions set out above (see Article 6.1 and 6.2)

(b) lump sum contributions for activities already funded under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget).

6.4 Consequences of non-compliance

If a Third Party declares lump sum contributions that are ineligible, they will be rejected (see Article 8.5).

This may also lead to other measures described in Section 6.

SECTION 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 7 — RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE CONTRIBUTION

7.1 Obligation to properly implement the action

The Third Parties must implement the Contribution as described in Annex 1 and Annex 6 and in compliance with the provisions of the Agreement, the Cascade Funding Call and all legal obligations under applicable EU, international and national law.

If a Third Party does not properly implement the Contribution (or part of it), the corresponding costs will be ineligible (see Article 6.3) and will be rejected (see Article 6.4).

If necessary to implement the Contribution, the Third Party may award subcontracts covering the implementation of certain tasks described in Annex 1. The Third Partys' costs for subcontracting are considered entirely covered by the lump sum contributions for implementing

the Contribution (irrespective of the actual subcontracting costs incurred, if any).

ARTICLE 8 — RIGHTS AND OBLIGATIONS RELATED TO THE FINANCIAL SUPPORT ADMINISTRATION

8.1 Obligation to provide information upon request

Each Third Party must provide — during implementation of the action or afterwards — any information requested in order to verify eligibility of the lump sum contributions declared, proper implementation of the Contribution and compliance with the obligations under the Agreement.

Each Third Party must immediately inform the Third Party Coordinator, and the Third Party Coordinator shall promptly inform the Coordinator of the O-CEI project of any of the following:

(a) events which are likely to affect significantly or delay the implementation of the Contribution, in particular

i. changes in its legal, financial, technical, organisational or ownership situation;

ii. changes in the name, address, legal form, organisation type

(b) circumstances affecting:

i. the decision to award the financial support

ii. compliance with requirements under the Agreement.

8.2 Keeping records and supporting documents

Each Third Party must — for a period of three years after the end of Contribution is paid — keep adequate records and other supporting documentation to prove the proper scientific and technical implementation of the Contribution in line with the accepted standards in the respective field.

Each Third Party does not need to identify the actual eligible costs covered or provide supporting documentation (such as accounting statements) to prove the amount declared as the pre-defined lump sum.

Each Third Party must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law.

The records and supporting documents must be made available upon request (see Article 8.1) or in the context of checks, reviews, audits or investigations (see Article 25 in Annex 4).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (see Article 25 in Annex 4), each Third Party must keep the records and other supporting documentation until the end of these procedures.

8.3 Reporting and Payment arrangements

The Third Party Coordinator must submit , on behalf of the Third Party Consortium, via email with proof of delivery to the Coordinator (see Article 14.6) the reports set out in this Article. These reports include the request for payment and must be drawn up using the forms and templates provided in the Annex 3 and in the project website http://www.o-cei.eu/ .

The reports must be submitted in the language of the Agreement.

For the sake of simplicity and transparency, the Financial Support will be paid against specific Deliverables /upon achievement of certain milestones or KPIs, (which are included in the 'Individual Mentoring Plan annexed to this SGA as Annex 6) and based on the results of the Milestone Reviews as described in Article 8.4 'Milestone Reviews Criteria'). The Third Party will receive the funding as follows:

Payment Milestones	Deliverable	Payment Milestone	% Total Grant
Uptake			
Stage 1 Requirements & Design	IMP and project design report	1 month after SGA	up to 8%
Stage 2 Implementation	Integration report	End of stage	up to 50%
Stage 3 Demonstrator	Validation report	End of stage	up to 43%
		Total	100%

Once the milestones and payments to the Third Party Consortiumare approved by the 'Selection Committee', according to the Milestone Review Process described in Article 8.4, the Coordinator will pay the corresponding payment exclusively to the Third Party Coordinator on behalf of the O-CEI Consortium. Each FSTP recipient that completed a given stage will receive the grant corresponding to that stage.
The Third Party Coordinator shall be responsible for the distribution of the corresponding amounts among the members of the Third Party Consortium in accordance with the allocation set out in Annex 2. The Coordinator shall have no responsibility for the distribution of the Financial Support between the Third Parties.

The Coordinator will make all payments in euro.

The Coordinator will formally notify to the Third Party Coordinator the amount due and specify the final financial support amount approved by the Selection Committee.

Payment of the Financial Support to the Third Party Coordinator shall discharge the Coordinator from its payment obligation towards all Third Parties in respect of the corresponding amount.

8.4 Milestone reviews

A Milestone Review is organised in each of the payment milestones foreseen in Article 8.3, resulting in the following payment instalments schedule:

2nd Funding Instrument: Uptake projects (Consortium type-of-project)

- 1st Milestone Review: Requirements & Design (Stage 1, M1)
- 2nd Milestone Review: Implementation (Stage 2, M7)
- 3rd Milestone Review: Demonstration (Stage 3, M11)

The evaluation of the performance of the Contribution at the Milestone Review will be done by the Technical Partners and Ethics Experts (in the case of third parties projects where specific requirements on ethics have been included as deliverable in the Individual Mentoring Plan).
The evaluation will be done based on the following criteria:

- Deliverables' quality (Weight 30%)
- Technical performance indicators (Weight 60%)
- Deadline Compliance (Weight 10%)

Each criterion will be scored from 0 to 10 and, based on the weight of each criteria, the final score will be calculated. The threshold to continue in the programme is 7 points. Contributions performing as expected, will receive the corresponding part of the grant in the form of the lump sum. Those not reaching the performance requested, will be invited to leave the program without receiving the corresponding payments.

The 'Selection Committee' will review and validate the evaluations, putting special attention to the 'under threshold' cases, if any, by taking into consideration all possible objective reason for underperformance (i.e. external factors which might have influenced the beneficiaries' performance).

The 'Selection Committee' will take the final decision, and approve the payments or invite third parties projects which have not reached the threshold to leave the programme.

8.5 Consequences of non-compliance —non approval of payments—Termination

If the reports submitted do not comply with this Article, the Selection Committee' will not approve the payments.

The Selection Committee' will not approve a request for payment if occurs any of the following situations:

(a) it does not comply with the provisions of the Agreement;
(b) the technical or financial report has not been submitted or is not complete, or;
(c) the costs declared in the financial statement are considered ineligible.

The non-approval of payments will lead to a definitive reduction in the amount of the financial support and, depending of the seriousness of the breach, to the termination of the Agreement (see Article 13).

8.6. Bank account of the Third Party Coordinator for payments

All payments under this Agreement will be made exclusively to the following bank account held by the Third Party Coordinator:

Name of bank: […]
Address of branch: […]
Full name of the account holder: […]
Full account number (including bank codes): […]
[IBAN code: […]][51]

8.7 Costs of payment transfers

The cost of the payment transfers is borne as follows:

- the *Coordinator* bears the cost of transfers charged by its bank;

[1] [5] BIC or SWIFT code applies to for countries if the IBAN code does not apply

- the Third Party Coordinator bears the cost of transfers charged by its bank and any costs arising from the distribution of the Financial Support among the Third Parties;

- the party causing a repetition of a transfer bears all costs of the repeated transfer.

ARTICLE 9 — RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND AND RESULTS

9.1 Agreement on background

In Annex 6, the Parties have identified and agreed on the Background for the O-CEI project and for the Contribution and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Annex 6 shall not be the object of Access Right obligations regarding Background.

'**Background'** means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that:

(a) is held by the relevant Third Party before its accession to the Agreement, and

(b) is needed to implement the Contribution or exploit the Results.

9.2 Agreement on the 'O-CEI solution'

The Third Parties acknowledge that:

(a) the **'O-CEI solution'** (excluding changes or additions to the ' O-CEI solution' that fall within the Contribution´s Results), and all Intellectual Property Rights and other rights in and to the ' O-CEI solution', are proprietary to and owned by the O-CEI Consortium or applicable third parties and may embody certain valuable confidential information;

(b) According to the provisions regarding Data and Knowledge management provided for in section 1.2.8 of the Annex 1 of the GA no. 101189589, it is foreseen that, in general, every component developed within the O-CEI project will be released as Open Source, complying with under Apache 2.0[6], GNU GPL[7] or others, that enables distributing of the results to the community.

(c) Nothing in this Agreement shall transfer to the Third Party any license or other rights in or to, any such Intellectual Property Rights, confidential information, ideas and processes and concept or approaches thereof, except for those limited rights of use expressly granted by way of Access Rights in this Agreement.

9.3 General principles on Access Rights

The Parties agree on the following general principles regarding Access rights:

(a) Each Party shall implement its tasks in accordance with this Agreement (in case of the Third Party) and their Grant Agreement and Consortium agreement (in case of the Coordinator and the rest of the members of the O-CEI Consortium) and shall bear sole responsibility for ensuring that its acts do not knowingly infringe third party property rights.

[6] https://www.apache.org/licenses/LICENSE-2.0

[7] https://www.gnu.org/licenses/gpl-3.0.html

(b) Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

(c) Access Rights shall be free of any administrative transfer costs.

(d) Access Rights are granted on a non-exclusive basis.

(e) Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

(f) All requests for Access Rights shall be made in writing.

(g) The granting of Access Rights shall be made in writing in a separate bilateral agreement between the relevant Third Party and the owning O-CEI Consortium member, and may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

(h) The requesting Party must show that the Access Rights are Needed.

(i) Irrespective of any grant of Access Rights, the O-CEI Consortium do not provide any express or implied guarantee to keep the O-CEI solution available for any particular period of time, or at all, or to provide any maintenance services or technical support or undertake any other obligation in relation to the O-CEI solution.

9.4 Access rights for the implementation of the Contribution or the O-CEI project

Access Rights to the O-CEI solution Needed by the Third Party for the implementation of the Contribution and to the Results of the Contribution needed by the O-CEI Consortium for the implementation of the O-CEI project, shall be granted on a royalty-free basis, and shall either terminate automatically upon completion of the Contribution or upon early termination of this Agreement, whichever is the earliest date.

9.5 Access rights for Exploitation

Access Rights to Results, other than Contribution´s Results which are changes or additions to the O-CEI Solution, if Needed for Exploitation of a Party's own Results, shall be granted on Fair and Reasonable conditions, and subject to the terms of the open source license under which such Results were released if any.

Access Rights to the Contribution´s Results which are changes or additions to the O-CEI solution, if Needed for Exploitation of a Party's own Results, shall be granted on a royalty-free basis and subject to the terms of the open source license under which such Results were released.

Access rights to Results for internal research activities shall be granted on a royalty-free basis.

9.6 Specific provisions for Access rights to software

9.6.1 Definitions relating to software

‘Application Programming Interface’ means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

‘Object Code’ means software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other software.

‘Software Documentation’ means software information, being technical information used, or useful in, or relating to the design, development, use or maintenance of any version of a software programme.

‘Source Code’ means software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

9.6.2 General Principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Article 9 are applicable also to Software as far as not modified by this Article 9.6.

In case of software components released as open source, the terms of the open source license shall take precedence over any regulation regarding access to software listed below.

Parties’ Access Rights to Software do not include any right to receive Source Code or Object Code ported to a certain hardware platform or any right to receive Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

9.6.3 Access to software

Access Rights to Software shall comprise:

a) Access to the Object Code; and,

b) where normal use of such an Object Code requires an Application Programming Interface (hereafter API), Access to the Object Code and such an API; and,

c) if a Party can show that the execution of its tasks or the Exploitation of its own Results is technically or legally impossible without Access to the Source Code, Access to the Source Code to the extent necessary.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

9.7 Ownership of results

The Contribution´s Results, including changes or additions to the O-CEI Solution, generated by a Third Party using the O-CEI Solution shall be owned by that Third Party, without prejudice of the rights of the Coordinator and the rest of members of the O-CEI Consortium under Articles 9.3 and 9.4. Where a Result is jointly generated by two Third Parties, such Result shall be jointly owned by the relevant Third Parties, unless otherwise agreed in writing between them.

9.8 Maintenance of and support services

The O-CEI Solution are provided (whether for the implementation of the Contribution or for Exploitation) “as is” with no liability or warranties of any kind and with no obligation for the Coordinator or the other members of the O-CEI Consortium to provide maintenance services or technical support services of any kind in respect of the O-CEI Solution.

As consequence, the Coordinator and the other members of the O-CEI Consortium shall have no responsibilities or liabilities for errors or malfunction of the O-CEI Solution and they shall have no obligations to maintain it or to generate improvements.

9.9 Feedback

During the Contribution, and for a period of six (6) months after completion of the Contribution or any earlier termination of this Agreement, the Coordinator and/or any other O-CEI Consortium member, may request any Third Party to provide Feedback, who shall do their outmost in a timely manner to provide such Feedback.

All rights in and to Feedback shall be owned by the Third Party who shall be entitled to freely Exploit and otherwise use and to permit use of all Feedback. However, the Third Party shall comply with the confidentiality obligations on the Feedback as set forth in Article 10.1 (unless and until such obligations are waived in accordance with such Article).

Notwithstanding the rest of the provisions of this Article 9 or anything else in this Agreement, the O-CEI Consortium and their Affiliated Entities shall be deemed to have requested and shall hereby be deemed granted Access Rights to Exploit and otherwise to disclose, use and permit use of Feedback, on a royalty free basis for all purposes without any restriction, without giving notice, obtaining consent from or otherwise accounting to any person.

ARTICLE 10 — OTHER RIGHTS AND OBLIGATIONS

10.1 Non disclosure of confidential information

All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Contribution during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

For the avoidance of doubt, under this Article, the term “Party” include the Third Parties, the

Coordinator and the rest of the members of the O-CEI Consortium which may be involved in the exchange of Confidential Information.

The Recipients hereby undertake, for a period of 5 (five) years after the end of the Contribution:
- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Contribution and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Contribution and/or after the termination of the contractual relationship with the employee or third party.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement 101069732;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Contribution as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

The disclosure of Confidential Information by the O-CEI Consortium to the European Commission shall be governed exclusively by the terms of the Grant Agreement 101189589.

Accordingly nothing in this Agreement shall prevent the Coordinator of the other members of the O-CEI Consortium from complying with its obligations, including its reporting obligations, towards the European Commission, and any such disclosures shall be subject to the terms of the Grant Agreement 101189589.

10.2 Dissemination and Communication

Each Third Party through the implementation of the Contribution shall inform the Coordinator, in a timely manner and in writing, of any expected dissemination or communication activities relating to the Contribution and its Results.

All dissemination/ communication activities must be conducted so as not to breach obligations under Article 10.1.

Any such dissemination or communication activity (including publications, presentations, contributions to any standard's organization or marketing materials) by a Third Party shall:

(i) be done in a reasonable and consistent manner using both the O-CEI logo and in accordance with the requirements of GA Article 17.2 as reproduced in Annex 4 ("GA Obligations extended to the Third Party as EU funding recipient");

(ii) indicate that it reflects only The Third Party´s view and that neither the O-CEI Consortium nor the European Commission are responsible for any use that may be made of the information it contains;

(iii) be conducted in an open and inclusive manner providing open access (free of charge online access for any user) to the authorized publications/presentations and data, however, always in accordance with the applicable statutory data protection laws; and

(iv) comply with the guidelines for communication and engagement provided to the Third Party by the Coordinator at any time.

10.3 Processing of personal data

The provisions set out in this Article 10.3 cover the collection and processing of Personal Data in completion of or in connection with the Contribution and/or in connection with the exercise

of

Access Rights by each Third Party.

Each Third Party must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements). Each Third Party may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

Unless otherwise required by law, each Third Party, shall act as the Data Controller as defined in Regulation (EU) 2016/679 in respect of Personal Data collected and processed in the completion of or in connection with the Contribution. In this capacity the data controlling by that Third Party shall be liable for compliance with all the applicable statutory data protection laws.

Each Third Party is obliged to protect Personal Data against loss, damage, unauthorized access, alteration and distribution or other unauthorised processing: for this purpose, appropriate technical, organisational and personnel measures adequate to the manner of the processing of Personal Data shall be taken.

Acting as Data Controller, each Third Party shall be responsible for obtaining, if required by applicable law, any statutory written approvals from the applicable competent data protection authority before starting the Contribution with or in any manner involving any Data Subjects.

Each Third Party shall provide the Coordinator with a copy of all such written approvals so that they can be provided to the European Commission.

Each Third Party undertakes to bind any and all of their data processors, including if necessary the Coordinator and/or any other O-CEI Consortium member and their sub-contractors, to a data processing agreement in compliance with the applicable statutory data protection laws and pursuant to Regulation (EU) 2016/679. A copy of any such data processing agreements shall be provided the Coordinator. As part of such agreement each Third Party shall ensure that no Personal Data are processed for any other purpose than that of the Contribution and that processed data are pertinent and not redundant insofar as concerns the purposes for which they were collected and subsequently processed.

With the sole exception of those cases in which the preservation of data is required by law, the Personal Data will be erased or at least anonymized by the data controller and/or processors, from wherever they are stored, as soon as the Personal Data are no longer necessary for the specific Contribution purposes; such erasure mechanisms being either destruction, demagnetisation or overwriting. In the event of termination of this Agreement for any cause, each Third Party will no longer be permitted to process Personal Data in the framework of the O-CEI project or through the O-CEI Solution.

Each Third Party acknowledges that the O-CEI Solution comply with the required standard data security measures according to any laws as applicable to each Third Party. Each Third Party, moreover, acknowledges that the Coordinator and any other any other O-CEI Consortium member, if appointed as data processors, are not responsible for compliance with any data protection or privacy law applicable to each Third Party and not directly, explicitly and specifically applicable to data processors.

Notwithstanding the above, the Parties agree that any Result of the O-CEI project, of the Contribution, Feedback, Confidential Information and/or any and all data and/or information that is possibly, disclosed or otherwise made available between the Parties during the implementation of the Contribution and/or for any Exploitation activities ("Shared Information"), shall not include – if not strictly necessary for the purposes of the Contribution and in full compliance with applicable data protection laws – personal data as defined by Article 4 of the Regulation Regulation (EU) 2016/679 (hereinafter referred to as "Personal Data").

Accordingly the Parties agree that they will take all necessary steps to ensure that all Personal Data is removed from the Shared Information, made illegible, or otherwise made inaccessible (i.e. de-identify) to the other Parties prior to providing the Shared Information to such other Parties.

SECTION 5 PROVISION IN THE GRANT AGREEMENT TO APPPLY TO THE THIRD PARTY

ARTICLE 11 — PROVISIONS IN THE GRANT AGREEMENT TO APPLY TO THE THIRD PARTY — EXTENSION OF OBLIGATIONS

By virtue of Article 9.4 of the Grant Agreement 101189589, the beneficiaries must ensure that their obligations under Articles 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping)also apply to the third parties receiving the support (recipients); and that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the recipients.

These obligations are reproduced in Annex 4 'GA Obligations extended to the Third Party as EU funding recipient'. By signing this Agreement, the Third Parties expressly agree to comply with these obligations as it was a beneficiary of the GA.

Thus, references to 'beneficiaries" or 'beneficiary" in Annex 4 should be considered that include and are applicable to the Third Parties.

SECTION 6 LIABILITY

ARTICLE 12 — LIABILITY

EachThird Party shall fully and exclusively bear the risks in connection with the Contribution, including but not limited to any risk arising from use of the O-CEI Solution under the Access Rights provided.

Each Third Party shall indemnify and hold the O-CEI Consortium, including the Coordinator, harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the members of the O-CEI Consortium or the Coordinator as a result thereof would incur or suffer or have to pay to the European Commission or any third parties.

In addition, should the European Commission have a right of recovery against the Coordinator regarding the Financial Support awarded under this Agreement due to an improper implementation of the Contribution or other breach of the contractual obligations of the Third Party under this Agreement, the Coordinator has a right of recourse against the Third Party, who must repay the sums in question in the terms and on the date specified by the Coordinator.

The right of recourse set forth herein also entitles the General Assembly to reduce the maximum financial support amount and/or calculate a revised financial support amount (see Article 5.6).

To the extent permissible under applicable law, in no event shall the Coordinator or any other member of the O-CEI Consortium be liable to the Third Party or any person or entity connected with any of them for loss or damage caused by the Coordinator or any other member of the O-CEI Consortium, their employees, agents and subcontractors in connection with the Contribution for any of the following, however caused or arising, on any theory of liability, and even if the Coordinator and/or any other member of the O-CEI Consortium were informed or aware of the possibility thereof:

- loss of profits, revenue, income, interest, savings, shelf-space, production and
- business opportunities;
- lost contracts, goodwill, and anticipated savings;
- loss of or damage to reputation or to data;
- costs of recall of products; or
- any type of indirect, incidental, punitive, special or consequential loss or damage.

The Coordinator’s and other O-CEI Consortium members' liability in aggregate, arising out of or in connection with the Contribution and/or this Agreement, however caused or arising, on any theory of liability, and even if the Coordinator and/or any other O-CEI Consortium member were informed or aware of the possibility thereof, shall in no event exceed the total amount of the Financial Support provided to the Third Party Coordinator.

In respect of any information or materials (including the O-CEI Solution and Contribution´s Results) supplied by one Party to another Party or to or by a member of the O-CEI Consortium, no warranty or representation of any kind is made, given or implied as to the sufficiency, error-free performance, or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore, in particular but without limiting the foregoing:

- the Third Party shall in all cases be entirely and solely liable for the use to which they put such information and materials, and the consequences of such use, and
- neither the Coordinator nor the other members of the O-CEI Consortium shall be liable vis- à-vis the Third Party in case of infringement of proprietary rights of a third party resulting from the Third Party exercising their Access Rights.

The exclusions and limitations stated in this Article 12, and any other term of this Agreement that has as its object or effect the exclusion or limitation of liability, shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by

the negligence or wilful act of the Party or a O-CEI Consortium member whose liability would otherwise be limited or excluded, its directors, employees, agents and subcontractors; wilful

misconduct, gross negligence, wilful breach by such Party or any O-CEI Consortium member of any obligation accepted under the GA, the CA or this Agreement; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

SECTION 7 TERMINATION

ARTICLE 13 —TERMINATION

The term of this Agreement is from its entry into force (see Article 15) until the end date of the Contribution (as detailed in Article 4). At that time this Agreement shall automatically terminate.

This Agreement may be terminated by the Coordinator by written notice having immediate effect, and without prejudice to any other rights of the Coordinator and the other member of the O-CEI Consortium under this Agreement, if during the implementation of the Contribution occurs any of the following situations:

a) if a Third Party is in material breach of any of their obligations, representations or warranties hereunder and have failed to effect any remedy (if remediable) in due time after a written notice requiring such remedy has been given by the Coordinator specifying a time of not more than thirty (30) days within which the remedy is to be effected;

b) if a Third Party is subjected to receivership, bankruptcy, suspension of payments or insolvency, or makes an assignment for the benefit of creditors, or goes out of business, or is subject to any similar event or proceeding; or

c) if a Third Party is subject to a Force Majeure event, which prevents it from performing its or their obligations hereunder and such circumstances have lasted, or can reasonably be expected to last, more than three (3) months. The Third Party Coordinator must notify the Coordinator in writing of any Force Majeure without undue delay, describing the Force Majeure event, and its anticipated duration, and shall use reasonable efforts to resume performance as soon as possible.

Access Rights granted to the Third Party shall cease immediately upon the effective date of termination, without prejudice to the Provisions set out in Article 9 or any separate agreement entered into pursuant thereto.

In case of early termination of this Agreement as described in this Article 13, the Third Party shall refund to the Coordinator all Financial Support payments they have received except the amount of any Financial Support contribution accepted by the General Assembly to be not refundable. Other costs incurred after the termination (i.e. after the notified date on which termination takes effect) are not Eligible Costs.

Irrespective of the automatic termination hereof under this Article 13, or any other termination hereof, Articles 9, 10.1, 10.2, 10.3,11,12 and 14 shall remain in effect.

However, in case this Agreement is terminated by the Coordinator under this Article 13, the Third Party's Access Rights, and rights to request or be granted Access Rights, under Article 10 shall

terminate as of the time of the termination of this Agreement.

SECTION 8 MISCELLANEOUS

ARTICLE 14 —MISCELLANEOUS

The term of this Agreement is from its entry into force (see Article 15) until the end date of the Contribution (as detailed in Article 4). At that time this Agreement shall automatically terminate.

14.1 Attachments, inconsistencies and severability

This Collaboration Agreement consists of this core text with the Term and Conditions and the following Annexes

Annex 1 Description of the contribution of the Third Party Consortium
Annex 2 Estimated budget
Annex 3 Model for the financial statement
Annex 4 GA obligations extended to the Third Parties as EU funding recipient
Annex 5 Background included
Annex 6 Individual Mentoring Plan

Should any provision of this Agreement be or become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid, legal, enforceable and practicable replacement provision be negotiated which fulfils the purpose of the original provision.

14.2 No representation, partnership or agency

No Third Party shall be entitled to act or to make legally binding declarations on behalf of the Coordinator or any other member of the O-CEI Consortium, and nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties or between the Third Party or any other member of the O-CEI Consortium.

The Third Party Coordinator shall not be entitled to make legally binding declarations on behalf of the Coordinator or any other member of the O-CEI Consortium solely by virtue of its role as Third Party Coordinator.

14.3 Extension of rights in favour of the members of the O-CEI Consortium

Although (with the exception of the Coordinator) the other members of the O-CEI Consortium and their Affiliated Entities are not Parties to this Agreement, the Parties agree that these member are entitled to enforce the terms of this Agreement against the Third Parties and in particular (without limitation) shall be entitled to the benefit of, and to enforce, Article 9,

Article 10.1, any exclusion or limitation of liability of the members of the O-CEI Consortium contained in this Agreement and any indemnity in favour of the members of the O-CEI Consortium contained in this Agreement.

14.4 Assignment and amendments

No rights or obligations of any Third Party arising from this Agreement may be

assigned or transferred, in whole or in part, and no obligations of any Third Party may be sub-contracted, without the Coordinator's prior formal written approval; and such approval shall not exempt the Third Party from any of their obligations hereunder.

Each Third Party shall ensure that any permitted subcontractor is bound by the same obligations as provided hereunder, including the GA Obligations extended to the Third Parties as per Article 11.

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the Financial Support or breach the principle of equal treatment of applicants.

Amendments and modifications to the text of this Agreement require a separate written agreement to be signed between all Parties. Amendments may be requested by any of the parties.

14.5 Language

This Agreement is drawn up in English, which language shall govern all documents, notices and reports relating thereto.

14.6 Communication between the Parties

14.6.1 Form and means of communication

Communication under the Agreement (information, requests, submissions, 'formal notifications',
etc.) must:
- be made in writing and
- bear the number of the Agreement.

Until the end date of the Contribution: all communication must be made via email with proof of delivery and using the forms and templates provided in the Annexes to this Agreement.

After the end date of the Contribution: formal notifications must be made by registered post with proof of delivery ('formal notification on paper').

Communications must be made by persons authorised.

14.6.2 Date of communication

Communications are considered to have been made when they are sent by the sending party.

Formal notifications on paper sent by registered post with proof of delivery (only after the end date of the Contribution) are considered to have been made on either:

- the delivery date registered by the postal service or

- the deadline for collection at the post office.

14.6.3 Addresses for communication

For information or documents to be transferred by e-mail, the following addresses shall be used:

For the Coordinator: cpalau@dcom.upv.es

For the Third Party Coordinator: [email address]
For the other Third Party: [email]

Formal notifications on paper (only after the payment of the balance) must be sent to the following address:

For the Coordinator:

Mr. Carlos PALAU-SALVADOR
Universitat Politècnica de València
School of Telecommunications Engineering
Dept. of Comunicationes
Camí

nodeVera, s/n46	022 Valencia Spain
For the Third Party Coordinator:	[name of contact person][contact address

For the other Third Party:

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14.7 Precedence of the Terms and Conditions over the Annexes

The provisions in the Terms and Conditions of the Agreement take precedence over its Annexes. Annex 2 takes precedence over Annex 1.

14.8 Applicable law and settlement of disputes

14.8.1 Applicable law

This Agreement shall be construed in accordance with and governed by the laws of Spain excluding its conflict of law provisions.

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

14.8.2 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

All disputes directly arising under this Agreement (other than disputes relating to the infringement

and/or validity of Intellectual Property Rights which shall be the exclusive jurisdiction of the competent court), which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Valencia (Spain).

The foregoing shall be without prejudice to the right of any Party to seek injunctive relief or other equitable compensation before any court in any place where any unauthorized use of its Intellectual Property Rights or Confidential Information occurs or threatens to occur.

SECTION 9 SIGNATURES AND ENTRY INTO FORCE

ARTICLE 15 —SIGNATURES AND ENTRY INTO FORCE

The Parties have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages. This Agreement shall have effect from the Effective Date identified at the beginning of this Agreement.

Done in two originals in English.

For the *coordinator* *done at Valencia (Spain):*

Name of the legal entity:

Name of legal representative:

Stamp of the organisation (if applicable):

Signature of legal representative:

Date:

For the *Third Party Coordinator* done at

[insertplace]: Name of the legal entity:

Name of legal representative:

Stamp of the organisation (if applicable):

Signature of legal representative:

Date:

For the other *Third Party* done at *[insert place]*: Name of the legal entity:

Name of legal representative:

Stamp of the organisation (if applicable):

Signature of legal representative:

Date:

ANNEX 1 – DESCRIPTION OF THE CONTRIBUTION OF THE THIRD PARTY

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ANNEX 2 - ESTIMATED BUDGET (LUMP SUM) FOR THE CONTRIBUTION

	Estimated eligible [1] lump sum contribution			
	Stage 1 Individual mentoring Plan and Inception	Stage 2 Development of CEI utilities	Stage 3 Release and testing	Maximum financial support amount
Forms of funding	*Lump sum contributions*	*Lump sum contributions*	*Lump sum contributions*	
	a	*b*	*c*	*d= a+b+c*
Third Parties Consortium	10 000€	95 000€	95 000€	200 000€

(1) See Article 6 for the eligibility conditions
(2) See Article 5.1 for the form of funding
(3) See Article 5.2 for the maximum financial support amount

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ANNEX 3 – MODEL FOR THE FINANCIAL STATEMENT

FINANCIAL STATEMENT FOR THIRD PARTIES [name] FOR REPORTING PERIOD [reporting period]

	Estimated eligible [1] lump sum contribution			
	Stage 1 Individual mentoring Plan and Inception	Stage 2 Development of CEI utilities	Stage 3 Release and testing	Requested financial support amount
Forms of funding	*Lump sum contributions*	*Lump sum contributions*	*Lump sum contributions*	
Status of completion	*Completed/Non completed*	*Completed/Non completed*	*Completed/Non completed*	
	a	*b*	*c*	*d= a+b+c*
Third Party Coordinator				
Other Third Party				
Total Third Parties Consortium	10 000 €	95 000 €	95 000 €	200 000 €

The Third Parties hereby confirms that:

The information provided is complete, reliable and true.

The proper implementation can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 8.2 and 25).

[1] See Article 6 for the eligibility conditions

[2] See Article 5.2 for the form of funding

[3] See Article 8.3 for the requesting of funding

ANNEX 4 – GA OBLIGATIONS EXTENDED TO THE THIRD PARTY AS EU FUNDING RECIPIENT

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest (‘conflict of interests’).

They must formally notify the granting authority without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The granting authority may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

12.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced

(see Article 28) and the grant or the beneficiary may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing (‘sensitive information’) — during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6).

If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period.

Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:

(a) need to know it in order to implement the Agreement and

(b) are bound by an obligation of confidentiality.

The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

(a) this is necessary to implement the Agreement or safeguard the EU financial interests and

(b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

(a) the disclosing party agrees to release the other party

(b) the information becomes publicly available, without breaching any confidentiality obligation

(c) the disclosure of the sensitive information is required by EU, international or national law. Specific confidentiality rules (if any) are set out in Annex 5.

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444[1] and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority.

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

Specific security rules (if any) are set out in Annex 5.

13.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

Specific ethics rules (if any) are set out in Annex 5.

14.2 Values

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

Specific rules on values (if any) are set out in Annex 5.

14.3 Consequences of non-compliance

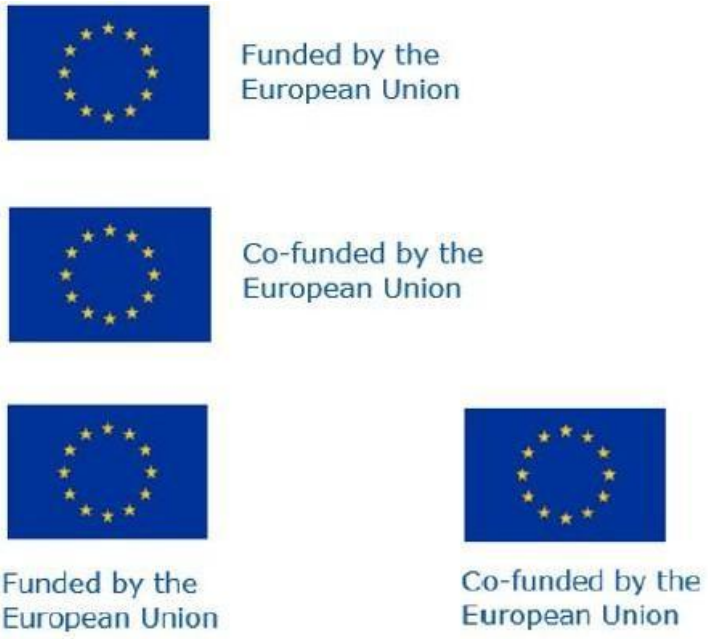
If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

[1] Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

Such breaches may also lead to other measures described in Chapter 5.

17.2 Visibility — European flag and funding statement

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

Specific rules for implementing the action (if any) are set out in Annex 5.

18.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

The beneficiaries must provide — during the action or afterwards and in accordance with Article 7 — any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement.

The information provided must be accurate, precise and complete and in the format requested, including electronic format.

19.2 Participant Register data updates

The beneficiaries must keep — at all times, during the action or afterwards — their information stored in the Portal Participant Register up to date, in particular, their name, address, legal representatives, legal form and organisation type.

19.3 Information about events and circumstances which impact the action

The beneficiaries must immediately inform the granting authority (and the other beneficiaries) of any

of the following:

(a) **events** which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:

(i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)

(ii) linked action information: not applicable

(b) **circumstances** affecting:

(i) the decision to award the grant or

(ii) compliance with requirements under the Agreement.

19.4 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

The beneficiaries must — at least until the time-limit set out in the Data Sheet (see Point 6) — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

In addition, the beneficiaries must — for the same period — keep the following to justify the amounts declared:

(a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the beneficiaries' usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents

(b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied

(c) for the following simplified costs and contributions: the beneficiaries do not need to keep specific records on the actual costs incurred, but must keep:

(i) for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared

(ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in Annex 1

(iii) for financing not linked to costs (if any): adequate records and supporting documents to prove the achievement of the results or the fulfilment of the conditions as described in Annex 1

(d) for unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices (if any): the beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Articles 6.1 and 6.2.

Moreover, the following is needed for specific budget categories:

(e) for personnel costs: time worked for the beneficiary under the action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the granting authority may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance

(f) additional record-keeping rules: not applicable

The records and supporting documents must be made available upon request (see Article 19) or in the context of checks, reviews, audits or investigations (see Article 25).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Article 25), the beneficiaries must keep these records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.

20.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

The granting authority may — during the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing costs and contributions, deliverables and reports.

25.1.2 Project reviews

The granting authority may carry out reviews on the proper implementation of the action and compliance with the obligations under the Agreement (general project reviews or specific issues reviews).

Such project reviews may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiary concerned and will be considered to start on the date of the notification.

If needed, the granting authority may be assisted by independent, outside experts. If it uses outside experts, the coordinator or beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The coordinator or beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The granting authority may request beneficiaries to provide such information to it directly. Sensitive information and documents will be treated in accordance with Article 13.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with the outside experts.

For **on-the-spot visits**, the beneficiary concerned must allow access to sites and premises (including to the outside experts) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, **a project review report** will be drawn up.

The granting authority will formally notify the project review report to the coordinator or beneficiary concerned, which has 30 days from receiving notification to make observations.

Project reviews (including project review reports) will be in the language of the Agreement.

25.1.3 Audits

The granting authority may carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Such audits may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the beneficiary concerned and will be considered to start on the date of the notification.

The granting authority may use its own audit service, delegate audits to a centralised service or use external audit firms. If it uses an external firm, the beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The beneficiary concerned must cooperate diligently and provide — within the deadline requested —any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 13.

For **on-the-spot visits**, the beneficiary concerned must allow access to sites and premises (including for the external audit firm) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, **a draft audit report** will be drawn up.

The auditors will formally notify the draft audit report to the beneficiary concerned, which has 30 days from receiving notification to make observations (contradictory audit procedure).

The **final audit report** will take into account observations by the beneficiary concerned and will be formally notified to them.

Audits (including audit reports) will be in the language of the Agreement.

25.2 European Commission checks, reviews and audits in grants of other granting authorities

Where the granting authority is not the European Commission, the latter has the same rights of checks, reviews and audits as the granting authority.

25.3 Access to records for assessing simplified forms of funding

The beneficiaries must give the European Commission access to their statutory records for the periodic assessment of simplified forms of funding which are used in EU programmes.

25.4 OLAF, EPPO and ECA audits and investigations

The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/201319 and No 2185/96[2]

- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939

- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

If requested by these bodies, the beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections — as provided for under these Regulations.

[2] Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2).

To this end, the beneficiary concerned must keep all relevant information relating to the action, at least until the time-limit set out in the Data Sheet (Point 6) and, in any case, until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

25.5 Consequences of checks, reviews, audits and investigations — Extension of results of reviews, audits or investigations

25.5.1 Consequences of checks, reviews, audits and investigations in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to rejections (see Article 27), grant reduction (see Article 28) or other measures described in Chapter 5.

Rejections or grant reductions after the final payment will lead to a revised final grant amount (see Article 22).

Findings in checks, reviews, audits or investigations during the action implementation may lead to a request for amendment (see Article 39), to change the description of the action set out in Annex 1.

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations in any EU grant may also lead to consequences in other EU grants awarded under similar conditions (‘extension to other grants’).

Moreover, findings arising from an OLAF or EPPO investigation may lead to criminal prosecution under national law.

25.5.2 Extension from other grants

Results of checks, reviews, audits or investigations in other grants may be extended to this grant, if:

(a) the beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and

(b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — within the time-limit for audits set out in the Data Sheet (see Point 6).

The granting authority will formally notify the beneficiary concerned of the intention to extend the findings and the list of grants affected.

If the extension concerns **rejections of costs or contributions**: the notification will include:

(a) an invitation to submit observations on the list of grants affected by the findings

(b) the request to submit revised financial statements for all grants affected

(c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:

(i) considers that the submission of revised financial statements is not possible or practicable

or

(ii) does not submit revised financial statements.

If the extension concerns **grant reductions:** the notification will include:

(a) an invitation to submit observations on the list of grants affected by the findings and

(b) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors and the principle of proportionality.

The beneficiary concerned has **60 days** from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method/rate**.

On the basis of this, the granting authority will analyse the impact and decide on the implementation (i.e. start rejection or grant reduction procedures, either on the basis of the revised financial statements or the announced/alternative method/rate or a mix of those; see Articles 27 and 28).

25.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ANNEX 5– BACKGROUND INCLUDED

PARTY 1

As to [NAME OF THE PARTY], it is agreed between the Parties that, to the best of their knowledge (*please choose)*,

Option 1: The following background is hereby identified and agreed upon for the Contribution. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation

Option 2: No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Contribution or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Agreement.

??

PARTY 2

As to [NAME OF THE PARTY], it is agreed between the Parties that, to the best of their knowledge (*please choose)*

Option 1: The following background is hereby identified and agreed upon for the Contribution. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation

Option 2: No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Contribution or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Agreement.

ANNEX 6– INDIVIDUAL MENTORING PLAN

INDIVIDUAL MENTORING PLAN

Project Acronym

Challenge	*CHX.X*
Version	*0.X*
Authors	*Name Surname (Organisation)*
Consortium	*Third Party Coordinator* *Third Party*
Keywords	

EXECUTIVE SUMMARY

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Stage	Name of deliverable	Deadline
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Stage 2. Implementation	D2. Implementation report	DD/MM/YYY
Stage 3. Demonstrator	D3. Demonstration report	DD/MM/YYY

5. TECHNICAL MENTORING & KPIS

STAGE 2 **MS2. IMPLEMENTATION**			
No.	**Description of the TPIs & Reports (e.g. technical report, code, database)**	**Means of verification (e.g. Reports (deliverables), signed, event attendance, code uploaded)**	**Date of planned delivery**
TECHNICAL PERFORMANCE INDICATORS			
TPI1			DD/MM/YYY
TPI2			DD/MM/YYY
…			DD/MM/YYY

STAGE 3 **MS3. DEMONSTRATION**			
No.	**Description of the TPIs & Reports (e.g. technical report, code, database)**	**Means of verification (e.g. Reports (deliverables), signed, event attendance, code uploaded)**	**Date of planned delivery**
TECHNICAL PERFORMANCE INDICATORS			
TPI1			DD/MM/YYY
TPI2			DD/MM/YYY
…			DD/MM/YYY

7. ETHICAL REQUIREMENTS

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Item	Answer
Project title	
Consortium	Third Party Coordinator Third Party
	Full proposal submitted by the FSTP projects through the FundingBox platform
1. Does the project involve any ethical issues?	YES/NO
2. Comments	
3. Requirements	

REFERENCES

[1] Authors, Title, Date…

[2] Authors, Title2, Date….

[3] URL…

[4] …