COLLABORATION AGREEMENT
NUMBER — XX — INTER-IoT

This Agreement is based upon the regulation provided for in Article 23.7 of the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules” [1]), regarding the involvement of financial support to third parties in actions funded under H2020 programme, in Article 15 of the H2020 Model Grant Agreement (H2020 General MGA- Multi_v2.1. http://ec.europa.eu/research/participants/data/ref/h2020/mga/gga/h2020-mga-gga-multi_en.pdf) , establishing the rules for providing financial support to third parties.

Taking into account the form of financial support to be used (pre-defined lump sum), some of the financial provisions regarding reporting and payments set out in H2020 Model Grant Agreement for Lump sum grants (H2020 MGA Lump sum-Mono. V1.0 http://ec.europa.eu/research/participants/data/ref/h2020/mga/lumpsum/h2020-mga-lumpsum-mono_en.pdf) have been used as a reference in this Agreement, with the necessary adaptions.

This **Agreement** (‘the Agreement’) is **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 Rector, Francisco Jose MORA-MAS, appointed by the Valencian Regional Government Decree no. 65/2013, of 30th May, and pursuant to the authority conferred by article 53-d of the UPV Statues, approved by Valencian Regional Government Decree no. 182/2011, of 25th November; acting as coordinator and on behalf of the consortium responsible for implementing the project *Interoperability of Heterogeneous IoT Platforms -INTER-IoT* funded by the European Commission under the H2020 Programme (Grant Agreement Number: 687283)

and

on the other part,

‘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’

[1] Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in “Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)” (‘Rules for Participation Regulation No 1290/2013’) (OJ L 347, 20.12.2013)

WHEREAS

(1) the Coordinator participates in the INTER-IoT project, research and innovation action funded by the European Commission under the H2020 Programme (Grant Agreement Number: 687283), together with the entities TELECOM ITALIA SPA, UNIVERSITA DELLA CALABRIA, PRODEVELOP S. L., TECHNISCHE UNIVERSITEIT EINDHOVEN, FUNDACION DE LA COMUNIDAD VALENCIANA PARA LA INVESTIGACION, PROMOCION Y ESTUDIOS COMERCIALES DE VALENCIAPORT, RINICOM LIMITED, ASSOCIATION POUR LE DEVELOPPEMENT DE LA FORMATION PROFESSIONNELLE DANS LES TRANSPORTS, NOATUM PORTS VALENCIANA, S.A.U., XLAB RAZVOJ PROGRAMSKE OPREME IN SVETOVANJE D.O.O., SYSTEMS RESEARCH INSTITUTE OF THE POLISH ACADEMY OF SCIENCES IBS PAN, AZIENDA SANITARIA LOCALE TO5, ALESSANDRO BASSI CONSULTING SARL, NEWAYS TECHNOLOGIES BV (hereinafter collectively referred to as the ‘INTER-IoT Consortium’);

(2) The Grant Agreement Number 687283 signed between the European Commission and the INTER-IoT Consortium (hereinafter referred to as the ‘GA’) includes as a special provision (Art. 15) the financial support to third parties, who contributes to the implementation of INTER-IoT project conducting certain tasks from a closed list of different types of activities defined by the INTER-IoT Consortium;

(3) The INTER-IoT consortium have concluded on 1st January 2016 a Consortium Agreement with the purpose of specifying with respect to the INTER-IoT project the relationship among them, which entitles UPV, as project coordinator, to the establishment of contractual arrangements with Third Parties on behalf of the INTER-IoT Consortium, in order to implement the financial support foreseen in the GA;

(4) The INTER-IoT Consortium launched on XX-10-2016, according to the provisions set out in the GA, an open call (Call ID INTER-IoT#1) for the selection of Third Parties, on the basis of submitted proposals containing the description of tasks to be conducted for being financially supported;

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

(6) On the basis hereof, and following the recommendations of the European Commission[2], it is necessary to establish a contractual arrangement regarding the financial support to the Third Party and the implementation of activities in the framework on the INTER-IOT project.

By signing the Agreement, the Third Party accepts the financial support provided by the Coordinator on behalf of the INTER-IoT 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

[2] See document “Guidance note on financial support to third parties under 2020” available for download on http://eshorizonte2020.cdti.es/recursos/doc/Programas/Cooperacion_internacional/HORIZONTE%202020/ICT/18247_4114112015153433.pdf

Annex 1 Description of the contribution of the Third Party

Annex 2 Estimated budget

Annex 3 Model for the financial statement

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TERMS AND CONDITIONS

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SECTION 1 DEFINITIONS

ARTICLE 1 — DEFINITIONS

Words beginning with a capital letter shall have the meaning defined in the preamble or in this Section 1 or elsewhere in this Agreement.

(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) 'Affiliated entity' means any legal entity that is under the direct or indirect control of a Party, or under the same direct or indirect control as the Party, or that is directly or indirectly controlling a Party;

(3) ‘Agreement’ means this collaboration agreement and its annexes;

(4) '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;

(5) 'Confidential information' has the meaning given in Article 11.1 of this Agreement;

(6) 'Contribution' set of tasks to be conducted by the Third Party in the framework of the INTER-IoT project, pertaining to one of more of the categories of activities listed in the open call (Call ID INTER-IoT#1) that qualify for financial support;

(7) 'Coordinator' legal entity acting as the intermediary between the members of the INTER-IoT Consortium and the European Commission regarding the Grant Agreement number 687283. The Coordinator shall, in addition to its responsibilities as member of the INTER-IoT Consortium and beneficiary of the GA, perform the tasks assigned to it as described in the Grant Agreement, the Consortium Agreement and this Agreement.

(8) 'Data subject' means any identified or reasonably identifiable natural person falling under the definitions of “data subject” and “user” and “subscriber” according to Directives 95/46/EC and 2002/58/EC, including citizens and also workers, employees, researchers and other persons operating on behalf of the Third Party and/or of the Coordinator and/or of any member of the INTER-IoT Consortium;

(9) ‘Disclosing party' has the meaning given it in Article 11.1 of this Agreement;

(10) ‘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;

(11) ‘Effective date' shall mean the date of the last signature to this Agreement;

(12) ‘Eligible cost' has the meaning given it in Article 7 of this Agreement;

(13) '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;

(14) '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;

(15) '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, fire, explosions, and general shortages of energy;

(16) 'INTER-IoT solution’ methodological and technological suite composed of several software components and hardware devices combined in three main building blocks: (i) Layer-oriented infrastructures to adapt heterogeneous peer layers; (ii) Interoperable open framework to program and manage integrated IoT platforms; (iii) engineering methodology and tools to drive the integration process of heterogeneous IoT platforms.

(17) ‘Large Contribution' contribution funded with a maximum of Eur 125.000,00, consisting in the provision of new IoT Platforms to be integrated in the two application domain and the INTER-DOMAIN use cases pilots, following the INTER-IoT methodology and associated tools;

(18) '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;

(19) 'Project Coordination Committee' (hereinafter referred to as ‘PCC’) is the highest decision-making body of the INTER-IOT Consortium. Responsible for approval the payments to be made to the Third Party and calculating the Final Financial Support Amount;

(20) 'Project Implementation Committee' (hereinafter referred to as ‘PIC’) is the supervisory INTER-IOT consortium body for the execution of the Project which shall report to and be accountable to the Project Coordination Committee. In charge of monitoring the implementation of the Contribution and validation and acceptance of the Technical Report and Financial Statements to be submitted by the Third Party.

(21) ‘Recipient' has the meaning given it in Article 11.1 of this Agreement;

(22) 'Results' means any tangible or intangible output of the action, such as data, knowledge or information, that is generated in the action, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights;

(23) ‘Shared information' has the meaning given it in Article 11.3of this Agreement;

(24) ‘Small Contribution' contribution funded with a maximum of Eur 60.000,00, corresponding to new devices, protocols, middleware and services development integrated in the ecosystem, and also applications from end users and stakeholders that may interact with the interoperable INTER-IoT ecosystem;

(25) ‘Third Party' legal entity final recipient of the EU Funds and target population of the INTER-IoT project[3], who contributes to the implementation of INTER-IoT project and are financially supported by the INTER-IoT Consortium. For the avoidance of doubt, recipients of financial support do not became a party to the Grant Agreement or the INTER-IoT Consortium and has no contractual link with the European Commission.

SECTION 2 SUBJECT OF THE AGREEMENT

ARTICLE 2 — SUBJECT OF THE AGREEMENT

This Agreement sets out the rights and obligations and the terms and conditions applicable to the financial support to the Third Party, consisting in a re-distribution of EU Funds by the Coordinator on behalf the INTER-IoT Consortium for implementing the Contribution set out in Section 3.

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 Party, or as a service or supply contract between the Third Party and the Coordinator.

SECTION 3 CONTRIBUTION OF THE THIRD PARTY TO THE INTER-IoT PROJECT

ARTICLE 3 — CONTRIBUTION TO BE IMPLEMENTED

The financial support is awarded by the INTER-IoT Consortium for the Contribution entitled **[insert title of the contribution]** — **[insert acronym]** (‘**Contribution’**), as described in Annex 1, to be implemented by the Third Party within the framework and in connection to the INTER-IoT project.

ARTICLE 4 — DURATION AND STARTING DATE OF THE CONTRIBUTION

The duration of the Contribution will be **[insert number] months** as of *the date the Agreement enters into force (see Article 16)* (‘**starting date of the Contribution**).

ARTICLE 5 — ESTIMATED BUDGET

[3] See document “Guidance note on financial support to third parties under 2020” available for download on http://eshorizonte2020.cdti.es/recursos/doc/Programas/Cooperacion_internacional/HORIZONTE%202020/ICT/18247_4114112015153433.pdf, for details regarding the legal basis of the financial support and the nature of the third parties(Art. 15).

5.1 Estimated budget

The '**estimated budget**' for the Contribution is set out in Annex 2.

It contains the budget category, the estimated eligible costs and the form of costs (see Articles 6 and 7).

SECTION 4 FINANCIAL SUPPORT

ARTICLE 6 — AMOUNT OF FINANCIAL SUPPORT, FORM OF FINANCIAL SUPPORT, REIMBURSEMENT RATES AND FORMS OF COSTS

6.1 Amount of financial support

The maximum amount for the financial support of the Third Party is [***OPTION for SMALL CONTRIBUTIONS EUR 60 000 (sixty thousand euros)]*** **[*OPTION for LARGE CONTRIBUTIONS]*** ***EUR 125 000 (one hundred and twenty five thousand euros)]***.

6.2 Form of financial support, reimbursement rate and form of costs

The financial support provided to the Third Party reimburses **100%** of the Contribution's eligible costs (see Article 7) ('**reimbursement of eligible costs**') (see Annex 2).

The estimated eligible costs of the Contribution are [***OPTION for SMALL CONTRIBUTIONS EUR 60 000 (sixty thousand euros)]*** **[*OPTION for LARGE CONTRIBUTIONS]*** ***EUR 125 000 (one hundred and twenty five thousand euros)]***.

Eligible costs (see Article 7) must be declared as the **pre-defined lump sum** set out in Annex 2 (i.e. under the form of '**pre-defined lump sum costs**').

6.3 Final financial support amount — Calculation

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

This amount is calculated by the Project Coordination Committee of the INTER-IoT Consortium (hereinafter referred to as the 'PCC') — when the payment of the balance is made (see Article 9.9.2) — in the following steps:

Step 1 — Application of the reimbursement rate
Step 2 — Reduction due to breach of obligations

6.3.1 Step 1 — Application of the reimbursement rate to the eligible costs

The reimbursement rate (see Article 6.2) is applied to the eligible costs (lump sum costs; see Article 7) declared by the Third Party and approved by the PCC (see Article 6.3).

6.3.2 Step 2 — Reduction due to breach of obligations other than improper implementation — Reduced maximum financial support amount — Calculation

If the grant to the Coordinator is reduced by the breach of obligations of Third Party, the PCC, acting according the right of recourse settled in Article 13, will reduce in the same amount the maximum financial support set out in Article 6.1.

In this case, the final financial support amount will be the lower of the following two:
- the amount obtained in Step 1 or
- the amount obtained in Step 2.

6.4 Revised final financial support amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations; see Article 22 in Annex 5) — the *European Commission* rejects the costs for the financial support to the Third Party or reduces the grant to the Coordinator on the basis of the breach of obligations by the Third Party, the PCC in accordance with the right of recourse settled in Article 13 will calculate the '**revised final financial support amount**'.

This amount is calculated by the PCC, as follows:

- in case of rejection of costs: by applying the reimbursement rate to the revised eligible costs for financial support to the Third Party approved by the European Commission to the Coordinator;

- in case of reduction of the grant to the Coordinator attributable to the Third Party: 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 7 — ELIGIBLE AND INELIGIBLE COSTS

7.1 Eligible costs

Costs for the budget category:

A. Costs for the Contribution (direct and indirect costs)

are eligible ('eligible costs'), if they correspond to the lump sum set out in Annex 2 and if the corresponding tasks have been properly implemented in accordance with Annex 1.

In addition, to be eligible the costs must meet the following criteria:

(i) they must be incurred in the period set out in Article 9.4, with the exception of costs relating to the submission of the technical report and financial statement (see Article 9);

(ii) they must be identifiable and verifiable, in particular recorded in the Third Party's accounts in accordance with the accounting standards applicable in the country where the Third Party is established and with the Third Party's usual cost accounting practices;

(iii) they must comply with the applicable national law on taxes, labour and social security, and

(iv) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency;

7.2 Ineligible costs

'Ineligible costs' are:

(a) costs that do not comply with the conditions set out above (see Article 7.1) and

(b) costs reimbursed under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the European Commission for the purpose of implementing the EU and Euratom budget).

7.3 Consequences of declaration of ineligible costs

Declared costs that are ineligible will be rejected by the PCC.

In such event the PCC shall be entitled to make deductions of the amount rejected from the total Eligible Costs and modify the payments to be executed by the Coordinator.

SECTION 5 RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 8 — RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE CONTRIBUTION

8.1 General obligation to properly implement the Contribution

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

If necessary to implement the Contribution, the Third Party may award subcontracts covering the implementation of certain tasks described in Annex 1.

When incurring in any cost, The Third Party must ensure the best value for money or, if appropriate, the lowest price. In doing so, it must avoid any conflict of interests (see Article 35 in Annex 5) and ensure that the European Commission or their Agencies, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 of the Annex 5 also towards its contractors or subcontractors.

If the Third Party does not properly implement the Contribution (or part of it), the corresponding costs will be ineligible (see Article 7.2) and will be rejected (see Article 7.3).

ARTICLE 9 — RIGHTS AND OBLIGATIONS RELATED TO THE FINANCIAL SUPPORT ADMINISTRATION

9.1 Obligation to provide information upon request

The Third Party must provide — during implementation of the action or afterwards — any information requested in order to verify proper implementation of the Contribution and compliance with the obligations under the Agreement.

The Third Party must immediately inform the Coordinator 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.

9.2 Obligation to keep records and other supporting documentation of the costs declared and the scientific and technical implementation of the contribution

The 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 implementation of the Contribution and the costs it declares as eligible.

The 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 lump sum.

It must make them available upon request (see Article 9.1) or in the context of checks, reviews, audits or investigations (see Article 22 in Annex 5).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (see Article 22 in Annex 5), the Third Party must keep the records and other supporting documentation until the end of these procedures.

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

The Third Party must also keep records and other supporting documentation on scientific and technical implementation of the action in line with the accepted standards in the respective field.

9.3 Obligation to submit reports

The Third Party must submit via email with proof of delivery to the Coordinator (see Article 15.6) 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 Annexes 3, 4 and 6.

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

9.4 Reporting periods

The Contribution is divided into the following ‘reporting periods’:

[***OPTION for SMALL CONTRIBUTIONS EUR 60 000 (sixty thousand euros)]***

- RP1: after month 1
- RP2: from month 2 to month 6
- RP3: from month 7 to the last month of the Contribution

[*OPTION for LARGE CONTRIBUTIONS] EUR 125 000 (one hundred and twenty five thousand euros)]*.

- RP1: after month 2
- RP2: from month 3 to month 6
- RP3: from month 7 to the last month of the Contribution

9.5 Periodic reports — Requests for pre-financing payments

The Third Party must submit a periodic report within 30 days following the end of each reporting period.

The **periodic report** must include the following:

(a) a **‘periodic technical report’** containing:

(i) an explanation of the work carried out by the Third Party;

(ii) an overview of the progress towards the objectives of the Contribution, including milestones identified in Annex 1.

This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out.

(b) a ‘**request for pre-financing payment**’ (Annex 6).

9.6 Final report — Request for payment of the balance

The Third Party must submit to the Coordinator (see Article 15.6) — within 30 days following the end of the reporting period — a final report, which includes the request for payment of the balance.

The **final report** must include the following:

(a) a ‘**final technical report’** containing a **summary** with:
(i) an overview of the results;
(ii) the conclusions on the Contribution;

(i) a ‘final financial report’ containing a ‘**financial statement**’(see Annex 3), which includes the **request for payment of the balance**.

The financial statement must detail the eligible costs (pre-defined lump sum costs; see Article 6 and Annex 2). The financial statement must be drafted in euro.

Amounts which are not declared in the financial statement will not be taken into account by the PCC.

The Third Party must certify that:
- the information provided is full, reliable and true;
- the costs declared are eligible (i.e. that the Contribution has been properly implemented; see Article 7);
- the costs (i.e. the proper implementation of the Contribution) can be substantiated by adequate records and supporting documentation (see Article 9.2) that will be produced upon request (see Article 9.1) or in the context of checks, reviews, audits and investigations (see Article 22 in Annex 5).

9.7 No adjustments

The Third Party is not allowed to submit reports containing information on tasks or declarations of costs out of the period covered for the corresponding report.

Information related to a different period will not be considered in order to validate the reports and approve the payments.

For the avoidance of doubt, a periodic report and a request for pre-financing payment not submitted for a reporting period it cannot be included (partly or fully) in the periodic report for the next reporting period.

Consequently, a breach in the reporting obligations and requirements is not remediable.

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

If the reports submitted do not comply with this Article, the PCC will not approve the payments.

The PCC 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 14)..

9.9 Payments to be made

The following payments will be made to the Third Party:
- one **pre-financing payment**;
- a **second pre-financing payment**, on the basis of the request for a second pre-financing payment (see Article 9.5);
- **one payment of the balance**, on the basis of the request for payment of the balance (see Article 9.6)

The aim of the pre-financing is to provide the Third Party with a float. The pre-financing will not become property of the Third Party until the payment of the balance.

The Coordinator will make all payments in euro.

9.9.1 Pre-financing payment — Amount

The Coordinator will at the end of the first reporting period (see Article 9.4) and within 30 days of receiving the request (see Article 9.5) make a pre-financing payment, equivalent to 20% of the financial support amount [**insert amount** (insert amount in words)], except if Article 9.8 applies.

The Coordinator will at the end of the second reporting period (see Article 9.4) and within 30 days of receiving the request (see Article 9.5) make a second pre-financing payment equivalent to 30% of the financial support amount [**insert amount** (insert amount in words)], except if Article 9.8 applies.

If the statement on the use of the previous pre-financing instalment shows that less than 70% of the previous instalment paid has been used to cover the costs of the Contribution, the amount of the second pre-financing to will be reduced by the difference between the 70% threshold and the amount used.

The total amount of pre-financing payments must not exceed 50% of the maximum financial support amount set out in Article 5.1.

9.9.2 Payment of the balance — Amount — Calculation

The payment of the balance reimburses the remaining part of the eligible costs incurred by the Third Party for the implementation of the Contribution.

If the total amount of earlier payments is greater than the final financial support amount (see Article 6.4), the payment of the balance takes the form of a recovery in the terms and on the date specified by the Coordinator..

If the total amount of earlier payments is lower than the final financial support amount, the Coordinator will pay the balance within 30 days from receiving the final report (see Article 9.6), except if Article 9.8 apply.

Payment is subject to the approval of the final report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.

The **amount due as the balance** is calculated by the *PCC* by deducting the total amount of pre-financing already made, from the final financial support amount determined in accordance with Article 6.4:

{final financial support amount (see Article 6.4)
minus
pre-financing made**}**.

9.10. Notification of amounts due

The Coordinator will formally notify to the Third Party the amount due and specify the final financial support amount approved by the PCC (see Art.6.3).

Payments will discharge the Coordinator from its payment obligation.

9.11. Bank account for payments

All payments will be made to the following bank account:

Name of bank: […]
Address of branch: […]
Full name of the account holder: […]
Full account number (including bank codes): […]
[IBAN code: […]][4]

9.12 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;

- the Third Party bears the cost of transfers charged by its bank;

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

ARTICLE 10 — RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND AND RESULTS

10.1 Agreement on background

In Annex 7, the Parties have identified and agreed on the Background for the INTER-IoT 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 7 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 Third Party before its accession to the Agreement, and

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

10.2 Agreement on the ' INTER-IoT solution'

The Third Party acknowledge that:

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

(a) the **' INTER-IoT solution'** (excluding changes or additions to the ' INTER-IoT solution' that fall within the Contribution´s Results), and all Intellectual Property Rights and other rights in and to the ' INTER-IoT solution', are proprietary to and owned by the INTER-IoT 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 2.4.1.4 of the Annex 1 of the GA no. 687283, it is foreseen that every component developed within the INTER-IoT project will be released as Open Source under the CC BY licence[5].

(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.

10.3 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 INTER-IoT Consortium) and shall bear sole responsibility for ensuring that its acts do not knowingly infringe third party property rights.

(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 Third Party and the owning INTER-IoT 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 INTER-IoT Consortium do not provide any express or implied guarantee to keep the INTER-IoT 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 INTER-IoT solution.

[5] https://creativecommons.org/licenses/by/4.0/

10.3 Access rights for the implementation of the Contribution or the INTER-IoT project

Access Rights to the INTER-IoT solution Needed by the Third Party for the implementation of the Contribution and to the Results of the Contribution needed by the INTER-IoT Consortium for the implementation of the INTER-IoT 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.

10.4 Access rights for Exploitation

Access Rights to Results, other that Contribution´s results which are changes or additions to the INTER-IoT 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.

Access Rights to the Contribution´s Results which are changes or additions to the INTER-IoT 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.

10.5 Specific provisions for Access rights to software

10.5.1 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.

10.5.2 General Principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Article 10 are applicable also to Software as far as not modified by this Article 10.5.

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.

10.5.3 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.

10.6 Ownership of results

The Contribution´s Results, including changes or additions to the INTER-IoT Solution, generated by the Third Party through use of the INTER-IoT Solution shall be owned by the Third Party, without prejudice of the rights of the Coordinator and the rest of members of the INTER-IoT Consortium under Articles 10.3 and 10.4.

10.7 Maintenance of and support services

The INTER-IoT 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 INTER-IoT Consortium to provide maintenance services or technical support services of any kind in respect of the INTER-IoT Solution.

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

10.8 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 INTER-IoT Consortium member, may request the 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 11.1 (unless and until such obligations are waived in accordance with such Article 10.8).

Notwithstanding the rest of the provisions of this Article 10 or anything else in this Agreement, the INTER-IoT 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 11 — OTHER RIGHTS AND OBLIGATIONS

11.1 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 Party, the Coordinator and the rest of the members of the INTER-IoT Consortium which may be involved in the exchange of Confidential Information.

The Recipients hereby undertake, for a period of 4 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 687283;
- 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 INTER-IoT Consortium to the European Commission shall be governed exclusively by the terms of the Grant Agreement 687283.

Accordingly nothing in this Agreement shall prevent the Coordinator of the other members of the INTER-IoT 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 687283.

11.2 Dissemination and Communication

The 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 Articles 11.1.

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

(i) be done in a reasonable and consistent manner using both the INTER-IoT logo and in accordance with the requirements of GA Article 38 as reproduced in Annex 5 (“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 INTER-IoT 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.

11.3 Processing of personal data

The provisions set out in this Article 11.3 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 the Third Party.

Unless otherwise required by law, the Third Party, shall act as the data controller in respect of Personal Data collected and processed in the completion of or in connection with the Contribution. In this capacity the data controlling Third Party shall be liable for compliance with all the applicable statutory data protection laws.

The 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, the 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.

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

The Third Party undertake to bind any and all of their data processors, including if necessary the Coordinator and/or any other INTER-IoT Consortium member and their sub-contractors, to a data processing agreement in compliance with the applicable statutory data protection laws and pursuant to article 17 of Directive 95/46/EC. A copy of any such data processing agreements shall be provided the Coordinator. As part of such agreement the 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, the Third Party will no longer be permitted to process Personal Data in the framework of the INTER-IoT project or

through the INTER-IoT Solution.

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

Notwithstanding the above, the Parties agree that any Result of the INTER-IoT project, of the Contributuion, 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 2, Section (a) of the Data Protection Directive (95/46/EEC) (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 6 PROVISION IN THE GRANT AGREEMENT TO APPPLY TO THE THIRD PARTY

ARTICLE 12 — PROVISION IN THE GRANT AGREEMENT TO APPLY TO THE THIRD PARTY — EXTENSION OF OBLIGATIONS

By virtue of Article 15 of the Grant Agreement 687283, the beneficiaries must ensure that their obligations under Articles 35, 36, 38 and 46 also apply to the third parties receiving financial support, and that the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 also towards the third parties receiving financial support.

These obligations are reproduced in Annex 5 ‘GA Obligations extended to the Third Party as EU funding recipient’. By signing this Agreement, the Third Party expressly agree to comply with these obligations as it was a beneficiary of the GA.

Thus, references to ‘beneficiaries” or ‘beneficiary” in Annex 5 should be considered that include and are applicable to the Third Party.

SECTION 7 LIABILITY

ARTICLE 13 — LIABILITY

The Third 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 INTER-IoT Solution under the Access

Rights provided.

The Third Party shall indemnify and hold the INTER-IoT Consortium, including the Coordinator, harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the members of the INTER-IoT 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 have 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 PCC to reduce the maximum financial support amount and/or calculate a revised final financial support amount (see Articles 6.3 and 6.4).

To the extent permissible under applicable law, in no event shall the Coordinator or any other member of the INTER-IoT 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 INTER-IoT 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 INTER-IoT 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 INTER-IoT 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 INTER-IoT 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.

In respect of any information or materials (including the INTER-IoT Solution and Contribution´s Results) supplied by one Party to another Party or to or by a member of the INTER-IoT 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 INTER-IoT 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 13, 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 INTER-IoT 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 INTER-IoT 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 8 TERM AND TERMINATION

ARTICLE 14 — TERM AND TERMINATION

The term of this Agreement is from its entry into force (see Article 16) 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 INTER-IoT Consortium under this Agreement, if during the implementation of the Contribution occurs any of the following situations:

a) if the 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 the 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 the 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 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 10 or any separate agreement entered into pursuant thereto.

In case of early termination of this Agreement as describe in this Article 4, 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 PCC 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 14, or any other termination hereof, Articles 10, 11.1, 11.2, 11.3, 12, 13, and 15 shall remain in effect.

However, in case this Agreement is terminated by the Coordinator under this Article 14, 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 9 MISCELLANEOUS

ARTICLE 15 —MISCELLANEOUS

The term of this Agreement is from its entry into force (see Article 16) until the end date of the Contribution (as detailed in Article 4). At that time this Agreement shall automatically terminate.

15.1 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
Annex 2	Estimated budget
Annex 3	Model for the financial statement
Annex 4	Model for the technical report
Annex 5	GA obligations extended to the Third Party as EU funding recipient
Annex 6	Model for the request for pre-financing payment(s)
Annex 7	Background included

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.

15.2 No representation, partnership or agency

The Third Party shall not be entitled to act or to make legally binding declarations on behalf of the Coordinator or any other member of the INTER-IoT 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 INTER-IoT Consortium.

15.3 Extension of rights in favour of the members of the INTER-IoT Consortium

Although (with the exception of the Coordinator) the other members of the INTER-IoT 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 Party and in particular (without limitation) shall be entitled to the benefit of, and to enforce, Article 10, Article 11.1, any exclusion or limitation of liability of the members of the INTER-IoT Consortium contained in this Agreement and any indemnity in favour of the members of the INTER-IoT

Consortium contained in this Agreement.

15.4 Assignment and amendments

No rights or obligations of the Third Party or any of them arising from this Agreement may be assigned or transferred, in whole or in part, and no obligations of the 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.

The 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 Party as per Article 12.

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.

15.5 Language

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

15.6 Communication between the Parties

15.6.1 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 payment of the balance: 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 payment of the balance: formal notifications must be made by registered post with proof of delivery (‘formal notification on paper’).

Communications must be made by persons authorised.

15.6.2 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 payment of the balance) 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.

15.6.3 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: [email address]

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 Communications
Camino de Vera, s/n
46022 Valencia
Spain

For the Third Party:

[name of contact person]
[contact adress]

15.7 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.

15.8 Applicable law and settlement of disputes

15.8.1 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.

15.8.2 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 10 SIGNATURES AND ENTRY INTO FORCE

ARTICLE 16 —SIGNATURES AND ENTRY INTO FORCE

The Parties have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages. The Agreement will enter into force on the day of signature by the Coordinator or the Third Party, depending on which is later.

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* 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 FOR THE CONTRIBUTION

	Estimated eligible [1] costs (per budget category)		Financial Support	
	A. Costs (direct and indirect costs)	Total costs	Reimbursement rate %	Maximum Financial Support [2]
Form of costs [3]	Pre-defined Lump sum [4]			
Third Party			100	

(1) See Article 7 for the eligibility conditions
(2) This is the Financial Support amount calculated automatically (by multiplying all the budgeted costs by the reimbursement rate).
(3) See Article 6.2 for the form of cost
(4) See Article 6.2 for the fixed amount

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ANNEX 3 – MODEL FOR THE FINANCIAL STATEMENT

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

	Eligible[1] costs (per budget category)		Financial Support	
	A. Costs (direct and indirect costs)	Total costs	Reimbursement rate %	Maximum Financial Support
Form of costs[2]	Pre-defined Lump sum			
Third Party				

The beneficiary hereby confirms that:
The information provided is complete, reliable and true.
The costs declared are eligible (see Article 7).
The costs 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 9 and 12).

[1] See Article 7 for the eligibility conditions

[2] See Article 6.2 for the forms of costs

ANNEX 4 – MODEL FOR THE TECHNICAL REPORT

TECHNICAL REPORT FOR THE THIRD PARTY [name] FOR REPORTING PERIOD [reporting period]

ANNEX 5 – GA OBLIGATIONS EXTENDED TO THE THIRD PARTY AS EU FUNDING RECIPIENT

ARTICLE 22 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

22.1 Checks, reviews and audits by the Commission

22.1.1 Right to carry out checks

The Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose the Commission may be assisted by external persons or bodies.

The Commission may also request additional information in accordance with Article 17. The Commission may request beneficiaries to provide such information to it directly.

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

22.1.2 Right to carry out reviews

The Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports), compliance with the obligations under the Agreement and continued scientific or technological relevance of the action.

Reviews may be started **up to two years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Articles 10 to 16), the beneficiary concerned must inform the third party.

The Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must 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 Commission may request beneficiaries to provide such information to it directly.
The coordinator or beneficiary concerned may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, 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 **'review report'** will be drawn up.

The Commission will formally notify the review report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations (**'contradictory review procedure'**).

Reviews (including review reports) are in the language of the Agreement.

22.1.3 Right to carry out audits

The Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started **up to two years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Articles 10 to 16), the beneficiary concerned must inform the third party.

The Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested —any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. The Commission may request beneficiaries to provide such information to it directly.

For **on-the-spot** audits, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, 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 Commission will formally notify the draft audit report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations ('contradictory audit procedure').

This period may be extended by the Commission in justified cases.

The **‘final audit report’** will take into account observations by the coordinator or beneficiary concerned. The report will be formally notified to it.

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

The Commission may also access the beneficiaries’.

22.2 Investigations by the European Anti-Fraud Office (OLAF)

Under Regulations No 883/2013151[1] and No 2185/96162[2] (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including ont he-spot checks and inspections, to establish whether, concerning the action funded under the Agreement, there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

22.3 Checks and audits by the European Court of Auditors (ECA)

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012173[3], the European Court of Auditors (ECA) may— at any moment during implementation of the action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

22.4 Checks, reviews, audits and investigations for international organisations

not applicable

22.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings

22.5.1 Findings in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44) or to any of the other measures described in Chapter 6.

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[1] Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJL 248, 18.09.2013, p. 1).

[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).

[3] Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, EURATOM)) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 55).

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

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

22.5.2 Findings in other grants

The Commission may extend findings from other grants to this grant ('extension of findings from other grants to this grant'), if:

(a) the beneficiary concerned is found, in other EU or Euratom 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 — no later than two years after the payment of the balance of this grant.

The extension of findings may lead to the rejection of costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44), suspension of payments (see Article 48), suspension of the action implementation (see Article 49) ortermination (see Article 50).

22.5.3 Procedure

The Commission will formally notify the beneficiary concerned the systemic or recurrent errors, together with the list of grants affected by the findings.

22.5.3.1 If the findings concern **eligibility of costs**: the formal 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 by the Commission 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.

The beneficiary concerned has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated alternative correction method. This period may be extended by the Commission in justified cases.

The Commission will determine the amounts to be rejected on the basis of the revised financial statements, subject to their approval.

If the Commission does not receive any observations or revised financial statements, does not accept the observations or the proposed alternative correction method or does not approve the revised financial statements, it will formally notify the beneficiary concerned the application of the initially notified correction rate for extrapolation.

If the Commission accepts the alternative correction method proposed by the beneficiary concerned, it will formally notify the application of the accepted a**lternative correction method.**

22.5.3.2 If the findings concern **improper implementation or a breach of another obligation**: the formal notification will include:

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

(b) the flat-rate the Commission intends to apply according to the principle of proportionality.

The beneficiary concerned has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

If the Commission does not receive any observations or does not accept the observations or the proposed alternative flat-rate, it will formally notify the beneficiary concerned the application of the initially notified flat-rate.

If the Commission accepts the alternative flat-rate proposed by the beneficiary concerned, it will formally notify the application of the accepted alternative flat-rate.

22.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 42).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 23 — EVALUATION OF THE IMPACT OF THE ACTION

23.1 Right to evaluate the impact of the action

The Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the EU programme.

Evaluations may be started during implementation of the action and up to five years after the payment of the balance. The evaluation is considered to start on the date of the formal notification

to the coordinator or beneficiaries.

The Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The coordinator or beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.

23.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the Commission may apply the measures described in Chapter 6.

ARTICLE 35 — CONFLICT OF INTERESTS

35.1 Obligation to avoid a conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (‘conflict of interests’).

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

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

35.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement or participation of the beneficiary may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 36 — CONFIDENTIALITY

36.1 General obligation to maintain confidentiality

During implementation of the action and for four years after the period set out in Article 3, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (‘confidential information’).

If a beneficiary requests, the Commission may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

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

The beneficiaries may disclose confidential information to their personnel or third parties involved in the action only if they:

(a) need to know to implement the Agreement and

(b) are bound by an obligation of confidentiality.

This does not change the security obligations in Article 37, which still apply.

The Commission may disclose confidential information to its staff, other EU institutions and bodies or third parties, if:

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

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

Under the conditions set out in Article 4 of the Rules for participation Regulation No 1290/2013244[4], the Commission must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.

The confidentiality obligations no longer apply if:

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

b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;

c) the recipient proves that the information was developed without the use of confidential information;

d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or

e) the disclosure of the information is required by EU or national law.

36.2 Consequences of non-compliance

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

[4] Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 ---the Framework Programme for Research and Innovation (2014---2020)" (OJL 347, 20.12.2013 p.81).

(see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 38 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

38.1 Communication activities by beneficiaries

38.1.1 General obligation to promote the action and its results

The beneficiaries must promote the action and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

This does not change the dissemination obligations in Article 29, the confidentiality obligations in Article 36 or the security obligations in Article 37, all of which still apply.

Before engaging in a communication activity expected to have a major media impact, the beneficiaries must inform the Commission (see Article 52).

38.1.2 Information on EU funding — Obligation and right to use the EU emblem

Unless the Commission requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.) and any infrastructure funded by the grant must:

a) display the EU emblem and

b) include the following text:

"This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 687283".

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Commission.

This does not, however, give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

38.1.3 Disclaimer excluding Commission responsibility

Any communication activity related to the action must indicate that it reflects only the author's view and that the Commission is not responsible for any use that may be made of the information it contains.

38.2 Communication activities by the Commission

38.2.1 Right to use beneficiaries' materials, documents or information

The Commission may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material that it receives from any beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.

However, if the Commission's use of these materials, documents or information would risk compromising legitimate interests, the beneficiary concerned may request the Commission not to use it (see Article 52).

The right to use a beneficiary's materials, documents and information includes:

(a) **use for its own purposes** (in particular, making them available to persons working for the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);

(b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);

(c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);

(d) **translation**;

(e) **giving access in response to individual requests** under Regulation No 1049/2001255, without the right to reproduce or exploit;

(f) **storage** in paper, electronic or other form;

(g) **archiving**, in line with applicable document-management rules, and

(h) the right to authorise third **parties** to act on its behalf or sub-license the modes of use set out in Points (b),(c),(d) and (f) to third parties if needed for the communication and publicizing activities of the Commission.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiaries), the Commission will insert the

following information:

"© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the European Union (EU) under conditions."

38.3 Consequences of non-compliance

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

(see Article 43).

ARTICLE 46 — LIABILITY FOR DAMAGES

46.1 Liability of the Commission

The Commission cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of implementing the Agreement, including for gross negligence.

The Commission cannot be held liable for any damage caused by any of the beneficiaries or third parties involved in the action, as a consequence on implementing the Agreement.

46.2 Liability of the beneficiaries

46.2.1 Conditions

Except in case of force majeure (see Article 51), the beneficiaries must compensate the Commission for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement.

Each beneficiary is responsible for paying the damages claimed from it.

46.2.2 Amount of damages - Calculation

The amount the Commission can claim from a beneficiary will correspond to the damage caused by that beneficiary.

46.2.3 Procedure

Before claiming damages, the Commission will formally notify the beneficiary concerned:

- informing it of its intention to claim damages, the amount and the reasons why and

- inviting it to submit observations within 30 days.

If the Commission does not receive any observations or decides to claim damages despite the observations it has received, it will formally notify **confirmation** of the claim for damages and a debit note, specifying the amount to be recovered, the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Commission may **recover** the amount:

(a) by offsetting it — without the beneficiary’s consent — against any amounts owed to the beneficiary concerned by the Commission or an executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU’s financial interests, the Commission may offset before the payment date specified in the debit note;
(

(b) by taking legal action or by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) (see Article 57).

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

ANNEX 6.1 – MODEL FOR THE REQUEST FOR PRE-FINANCING

REQUEST FOR PRE-FINANCING PAYMENT FOR REPORTING PERIOD No [1]

(To be filled out by the Third Party)

The Third Party hereby:

- confirms that the information contained in the technical periodic report is full, reliable and true, and is substantiated by adequate supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations.
- requests a pre-financing payment of EUR [insert amount stated in Article 9.9.1] for [insert collaboration agreement reference: number, title of the Contribution and acronym].

SIGNATURE

For the beneficiary:
[function/forename/surname]

Done on [ ]

ANNEX 6.2 – MODEL FOR THE REQUEST FOR FURTHER PRE-FINANCING

REQUEST FOR PRE-FINANCING PAYMENT FOR REPORTING PERIOD No [2]

(To be filled out by the Third Party)

The Third Party hereby:

- declares that […] % of the first pre-financing instalment of EUR [insert amount] paid for Collaboration Agreement [insert collaboration agreement reference: number, title of the Contribution and acronym] have been used
- confirms that the information contained in the technical periodic report is full, reliable and true, and is substantiated by adequate supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations.
- requests a pre-financing payment of EUR [insert amount stated in Article 9.9.1] for [insert collaboration agreement reference: number, title of the Contribution and acronym].

SIGNATURE

For the beneficiary:
[function/forename/surname]

Done on [ ]

ANNEX7 – 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		

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.