

## **F-Interop Standard Industrial Experiment Contract**

This F-Interop Standard Industrial Experiment Contract for providing financial support to the Selected Third Party, hereinafter referred to as the “Agreement”, is entered into by and between:

DIGITAL CATAPULT (“Cascade Funding Partner”), an organisation under the laws of England, having its registered office at Level 9, 101 Euston Road, London NW1 2RA herein represented by ....

And

... (“Selected Third Party”), an organisation under the laws of ....., having its registered office at ..., herein represented by ...

Hereinafter sometimes individually or collectively referred to as “Party” or “Parties”.

Whereas UNIVERSITE PIERRE ET MARIE CURIE - PARIS 6 (UPMC), 0751722P, established in Place Jussieu 4, PARIS 75252, France, FR12197517220, IMINDS VZW (iMinds) VZW, 866386380, established in GASTON CROMMENLAAN 8/102, GENT 9050, Belgium, BE0866386380, INSTITUT EUROPEEN DES NORMES DE TELECOMMUNICATION (ETSI) FR3, 348623562, established in ROUTE DES LUCIOLES 650, SOPHIA ANTIPOLIS 06921, France, FR14348623562, EANTC AG (EANTC) AG, HRB73694, established in Salzufer 14, Berlin 10587, Germany, DE812824025, MANDAT INTERNATIONAL ALIAS FONDATION POUR LA COOPERATION INTERNATIONALE (MI) CH10, CH66010170041, established in RUE CHAMP BARON 3, GENEVA 1209, Switzerland, CH630909, as ‘beneficiary not receiving EU funding’, THE CONNECTED DIGITAL ECONOMY CATAPULT LIMITED (DigiCat) GB5, 07964699, established in LEVEL 9 101 EUSTON ROAD, LONDON NW1 2RA, United Kingdom, GB172793185, UNIVERSITE DU LUXEMBOURG (UL), J20, established in AVENUE DE LA FAIENCERIE 162 A, LUXEMBOURG-VILLE 1511, Luxembourg, LU19805732, INSTITUT NATIONAL DE RECHERCHE EN INFORMATIQUE ET EN AUTOMATIQUE (INRIA), 18008904700013, established in Domaine de Voluceau, Rocquencourt, LE CHESNAY Cedex 78153, France, FR45180089047, and DEVICE GATEWAY SA (DG), CHE476490762, established in PARC SCIENTIFIQUE SITE EPFL PSE C, LAUSANNE 1015, Switzerland, as ‘beneficiary not receiving EU funding’ (hereinafter sometimes collectively referred as the “F-Interop Beneficiaries”) participate in the H2020 project entitled “FIRE+ online interoperability and performance tests tools to support emerging technologies from research to standardization and market launch” (hereinafter the “F-Interop Project”).

Whereas the F-Interop Beneficiaries entered into a Grant Agreement N° 687884 with the European Commission (the “Grant Agreement” or “GA”) and signed together in 2015 a Consortium Agreement with respect to the F-Interop Project (the “Consortium Agreement” or “CA”).

Whereas the F-Interop Project involves financial support to selected third parties through a cascade funding scheme (hereinafter “Cascade Funding”).

Whereas further to an open call for a specific Industrial Experiment as described in Annex 4 “Specific Industrial Experiment Contract”, the Selected Third Party has been selected to implement such Industrial Experiment.

Whereas the Selected Third Party will be in charge of the implementation of such Industrial Experiment with also the participation of those F-Interop Beneficiaries identified in Annex 4 “Specific Industrial Experiment Contract”.

Whereas the Cascade Funding Partner is willing to provide financial support in the form of a lump sum to the Selected Third Party for the implementation of such Industrial Experiment and the Selected Third Party is willing to receive such funding under the terms and conditions of this Agreement.

Whereas in accordance with the Grant Agreement and the Consortium Agreement, the Cascade Funding Partner shall sign an agreement with the Selected Third Party compliant with the GA and CA.

Whereas the Cascade Funding Partner is responsible for the execution of this Agreement with the Selected Third Party.

Now therefore it has been agreed as follows:

## 1. DEFINITIONS

Words beginning with a capital letter shall have the meaning defined in the preamble of the Agreement or in this Section:

- 1.1 Access Rights** means rights to use Results or Background under the terms and conditions laid down in this Agreement.
- 1.2 An Affiliated Entity** of a F-Interop Beneficiary means:
- a) any legal entity directly or indirectly Controlling, Controlled by, or under common Control with that F-Interop Beneficiary, for so long as such Control lasts; and
  - b) any other legal entity that is listed on an exhaustive basis in Annex 4 “Specific Industrial Experiment Contract” to this Agreement as being an Affiliated Entity of that F-Interop Beneficiary, where such legal entity is one in which that F-Interop Beneficiary (or a legal entity qualifying as an Affiliated Entity of that F-Interop Beneficiary under (a) directly above) has a 50% equity share or is the single largest equity shareholder.

For the above purposes, "Control" of any legal entity shall exist through the direct or indirect:

- ownership of more than 50% of the nominal value of the issued share capital of the legal entity or of more than 50% of the issued share capital entitling the holders to vote for the election of directors or persons performing similar functions, or
- right by any other means to elect or appoint directors of the legal entity (or persons performing similar functions) who have a majority vote.

Common Control through government does not, in itself, create Affiliated Entity status.

- 1.3 Agreement** means this Standard Industrial Experiment Contract, together with its Annexes.
- 1.4 Background** means any data, know-how or information – whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights – that:
- (a) is held by a Participating Partner before .... , and
  - (b) is Needed by another Participating Partner to implement its own tasks under the Industrial Experiment or to Exploit its own Results,
- but solely to the extent that such data, information, know-how and/or intellectual property rights are introduced into the Industrial Experiment by its owner.
- 1.5 Exploitation or Exploit** means the direct or indirect use of Results in (a) further research activities other than those covered by the Industrial Experiment, or (b) in developing, creating or marketing a product or process, or (c) in creating and providing a service, or (d) in standardisation activities.
- 1.6 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 Rights, for example the actual or potential value of the Results or Background to which Access Rights are requested and/or the scope, duration and other characteristics of the exploitation envisaged. To fall within Fair and Reasonable conditions, the conditions must also be non-discriminatory.

With respect to F-Interop Beneficiaries which are Non-Profit Organisations considering their specific positioning, “appropriate conditions” means that, if requested by such Non-Profit Organisations, they will receive a financial compensation in case of direct or indirect industrial or commercial exploitation of their own Results.

- 1.7 Feedback** means, in the course of or in connection with the Industrial Experiment, all comments, ideas for improvements or for modifications, information about use and performance, suggestions or other feedback from any Party or the Selected Third Party regarding a Participating Integration Partner’s or its Affiliated Entities’ products or technology used in the Industrial Experiment.
- 1.8 Financial Support** means the lump sum to be paid by the Cascade Funding Partner to the Selected Third Party for the implementation of the Industrial Experiment as detailed in Annex 4 “Specific Industrial Experiment Contract”.
- 1.9 Industrial Experiment** means the experiment detailed in Annex 4 “Specific Industrial Experiment Contract” to be carried out by the Selected Third Party, with the objective to develop an innovative testing tool or test design or assessment reports or plugtest events using F-Interop platforms and competencies.
- 1.10 Participating Partners** means the entities and organisations participating in the Industrial Experiment, as listed in Annex 4, being: (a) the Selected Third Party, (b) the Cascade Funding Partner, (c) the Participating Integration Partner and (d) the Participating Support Partners identified in Annex 4.
- 1.11 Industrial Party** means a F-Interop Beneficiary which is not a Non-Profit Organization.
- 1.12 Intellectual Property Rights Policy** means the Policy set out at Section 5 of this Agreement.
- 1.13 Internal Review Committee** means that sub-group of F-Interop Beneficiaries that perform the roles of Participating Support Partners for the Industrial Experiment review and approve the deliverables and associated milestones of the experiments to allow payments.
- 1.14 Needed** means in respect of executing or carrying out the Industrial Experiment, and/or in respect of Exploitation of Results, technically essential and:  
(a) where intellectual property rights are concerned, that those intellectual property rights would be infringed without Access Rights being granted under this Agreement ;  
(b) where Confidential Information is concerned, only Confidential Information which has been disclosed during the Industrial Experiment may be considered as technically essential, except as otherwise agreed in writing between the Participating Partners.
- 1.15 Non-Profit Organisation** means a legal entity that is by its legal form non-profit-making or has a legal or statutory obligation not to distribute profits to its shareholders or individual members.
- 1.16 Participating Integration Partner** means the F-Interop Beneficiary identified in Annex 4 as the Participating Integration Partner for the specific Industrial Experiment. As of 1 November 2015, the potential Participating Integration Partners may be one or more of the F-Interop Beneficiaries.
- 1.17 Participating Integration Partner Product Information** means, in respect of the products or technology of a Participating Integration Partner or its Affiliated Entities and used in the Industrial Experiment, (a) all Feedback regarding such products or technology and (b) all other information falling within the Results, concerning the use (including without limitation the environment and context in which it is used, and the other components with which it is used), performance or characteristics of such products or technology.

**1.18 Participating Support Partner** means the F-Interop Beneficiary identified in Annex 4 as a Participating Support Partner for the specific Industrial Experiment, and as selected by the consortium on a case per case basis, in order to provide the best matching of expertise and support needed. As of 1 November 2015, the potential Participating Support Partners may be one or more of the F-Interop Beneficiaries.

**1.19 Results** means any tangible or intangible outputs of the Industrial Experiment, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the Industrial Experiment, as well as any rights attached to them, including intellectual property rights.

## **2. CONDITIONS FROM THE GRANT AGREEMENT AND THE CONSORTIUM AGREEMENT REFLECTED IN THE AGREEMENT**

The Cascade Funding Partner receives funding from the European Commission for organizing the Industrial Experiment. Under the F-Interop Grant Agreement or the Consortium Agreement, some of the obligations have to be imposed on the Selected Third Party. Those obligations are reflected in this Agreement. The specific obligations that the Selected Third Party must ensure described in the Grant Agreement are reproduced in Annex 1.

The Selected Third Party acknowledges and agrees that these obligations comprised in this Agreement are fully applicable to it and shall do everything that is necessary to comply with these obligations, it being understood that the Selected Third Party is only bound by this Agreement and not by the GA or CA.

## **3. TERMS AND CONDITIONS**

**3.1** The Selected Third Party shall take part in the Industrial Experiment in accordance with the state of the art.

The Selected Third Party shall carry out the tasks according to the schedule set forth in Annex 4 “Specific Industrial Experiment Contract” at the latest and shall report to the Cascade Funding Partner on the activities’ progress in regular intervals as indicated in Annex 4 “Specific Industrial Experiment Contract”.

Such technical reports based on the reproduced in Annex 2 shall contain detailed information on the results generated by the Selected Third Party.

**3.2** In consideration of the Industrial Experiment performed in compliance with this Agreement the Cascade Funding Partner shall pay Selected Third Party the Financial Support., within the limits and in accordance with the schedule of payments specified in Annex 3 “Specific Industrial Experiment Contract”.

**3.3** The Cascade Funding Partner will transfer the amount of the Financial Support to the Selected Third Party on the basis of (i) a written payment request by the Selected Third Party to be sent to the Cascade Funding Partner together with an invoice in accordance with the schedule set forth in Annex 4 “Specific Industrial Experiment Contract” and (ii) a decision of the Cascade Funding Partner for awarding the amount to the Selected Third Party, provided the terms and conditions of this Agreement are complied with, in particular after the written validation by all of the Participating Support Partners of the corresponding deliverable(s) identified in Annex 4 “Specific Industrial Experiment Contract”. The payment shall be made as indicated in Annex 4 “Specific Industrial Experiment Contract” after the written validation of the payment request by the Cascade Funding Partner however always provided that the conditions listed in this Section 3 are met by the Selected Third Party.

## **4. LIABILITY**

**4.1** Notwithstanding any terms of this Section 4, or any other terms of this Agreement (including its Annexes), each Party hereby agrees and acknowledges that this Section 4 does not apply to

the liability of the Participating Integration Partner(s), as this liability is dealt with at Section 6 below (“Participation of Integration Partners”).

- 4.2 The Selected Third Party shall comply with all applicable laws, rules and regulations, including, but not limited to safety, security, welfare, social security and fiscal laws, rules and regulations.
- 4.3 Selected Third Party shall not be entitled to act or to make legally binding declarations on behalf of the Cascade Funding Partner or any other F-Interop Beneficiary and shall indemnify all of the latter from any third party claim resulting from a breach of these obligations.
- 4.4 The contractual liability of the Cascade Funding Partner under this Agreement shall in any case be limited to the Financial Support paid to the Selected Third Party. The Cascade Funding Partner shall not in any case be liable for any indirect or consequential damages such as:
- loss of profits, 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 other type of indirect, incidental, punitive, special or consequential loss or damage.
- 4.5 This limitation of liability shall not apply in cases of wilful act or gross negligence.
- 4.6 The Selected Third Party shall fully and exclusively bear the risks in connection with the Industrial Experiment for which the Financial Support is paid by the Cascade Funding Partner. The Selected Third Party shall indemnify the F-Interop Beneficiaries and the Cascade Funding Partner for all damages, penalties, costs and expenses which the F-Interop Beneficiaries or the Cascade Funding Partner as a result thereof would incur or have to pay to the European Commission or any third parties with respect to such Industrial Experiment financially supported and/or for any damage in general which the F-Interop Beneficiaries or the Cascade Funding Partner incur as a result thereof. In addition, should the European Commission have a right to recovery against the Cascade Funding Partner or another F-Interop Beneficiary regarding the amounts paid under this Agreement, the Selected Third Party shall pay the sums in question in the terms and the date specified by the Cascade Funding Partner. Moreover, the Selected Third Party shall indemnify and hold the F-Interop Beneficiaries and the Cascade Funding Partner, their respective officers, directors, employees and agents harmless from and against all repayments, loss, liability, costs, charges, claims or damages that result from or arising out of any such recovery action by the European Commission.
- 4.7 In respect of any information or materials (including Results and Background) supplied by one Party to another Party or to a F-Interop Beneficiary, or by a F-Interop Beneficiary involved in the applicable Industrial Experiment to a Party, no warranty or representation of any kind is made, given or implied as to the sufficiency, accuracy or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient, , shall in all cases be entirely and solely liable for the use to which it puts such information and materials (including Results and Background), and
- there is no liability in case of infringement of proprietary rights of a third party resulting from any Access Rights.

## 5. INTELLECTUAL PROPERTY RIGHTS POLICY

The Selected Third Party acknowledges the terms of the “Intellectual Property Rights Policy” defined hereinafter. The Selected Third Party agrees that it will comply with the Intellectual Property Rights

Policy to ensure that the Cascade Funding Partner will always be able to comply with such terms towards the other F-Interop Beneficiaries.

### **5.1 General Principle regarding Ownership**

Results are owned by the Party or by the F-Interop Beneficiary that generates them.

### **5.2 Joint Results**

As requested in the Consortium Agreement signed between the F-Interop Beneficiaries, among which the Cascade Funding Partner, if, in the course of carrying out the Industrial Experiment, a Result is generated by the Selected Third Party with one or several F-Interop Beneficiaries or their Affiliated Entities (the “Contributors”), and if the contributions to or features of such Result form an indivisible part thereof to the extent that none of the said Contributors could reasonably claim full ownership of this Result, such Result shall be jointly owned by them in equal shares, unless differently agreed by the Contributors.

Where such joint Result is covered by intellectual property rights, the Contributors shall execute a joint ownership agreement regarding the allocation and the conditions of exploitation of the joint Result as soon as possible. They shall do all their best efforts to execute such joint ownership agreement at the latest six (6) months after the beginning of the industrial or commercial exploitation of such joint Result.

The Contributors shall agree on all protection measures, on their joint ownership shares and on the division of related costs in a joint ownership agreement to be negotiated.

Unless otherwise agreed in the joint ownership agreement:

- each of the Contributors shall be entitled to use their jointly owned Results for internal research activities on a royalty-free basis including for internal educational activities, and without requiring the prior consent of the other Contributors subject to confidentiality obligations, and
- the Contributors shall be entitled to otherwise exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other Contributors are given:

(a) at least 45 calendar days advance notice; and

(b) Fair and Reasonable compensation.

With respect to the “Fair and Reasonable compensation” due to the F-Interop Beneficiary which are Non-Profit Organisations, considering their specific positioning, “Fair and Reasonable compensation” means, if requested by such Non-Profit Organisations, that they will receive a financial compensation in case of direct or indirect exploitation of joint Results.

The Parties expressly agree herein that in case of joint ownership between Industrial Parties, such Industrial Parties are entitled to directly Exploit their joint Result without asking the other Industrial Parties’ approval and without paying any compensation to the other Industrial Parties.

### **5.3 Access Rights**

Each Party hereby agrees and accepts that this Section 5.3 does not apply to any Participating Integration Partner.

For the purpose of this article 5.3, Background shall mean the Background as listed in the Specific Industrial Experiment Contract and validated by the Participating Partners for the concerned Industrial Experiment.

Access Rights to Background and Results may be requested by the Selected Third Party only from a the Cascade Funding Partner only if the following conditions are fulfilled:

- The Selected Third Party Needs such listed Background for implementation of its tasks in the Industrial Experiment. Where this is the case, the Selected Third Party will have Access Rights to that Background for the duration of the Industrial Experiment on royalty-free basis, solely to the extent Needed to implement its tasks in the Industry Experiment;

Due to provisions of the consortium agreement signed between the F-Interop Beneficiaries, Access Rights to Background and Results may be requested by the Selected Third Party from the Participating Partner only in the following case and if the following conditions are fulfilled:

- The Selected Third Party Needs such listed Background for Exploitation of its own Industry Experiment Results. Where this is the case and subject to the limitations stated in the Specific Industrial Experiment Contract, the Selected Third Party shall be granted Access Rights to such Background on Fair and Reasonable conditions and upon separate written bilateral agreement between the Selected Third Party and the owning Participating Partner. A request for Access Rights for Exploitation may be made up to twelve months after the end of the Industrial Experiment.
- The F-Interop Beneficiaries involved in the Industrial Experiment enjoy the same Access Rights on Background or Results owned by the Selected Third Party for implementation of the Industrial Experiment or, direct or indirect exploitation of their Results, under the same conditions mentioned here above.

For the avoidance of doubt, any grant of Access Rights not covered by this Section shall be at the absolute discretion of the owner and subject to such terms and conditions as may be agreed between the owner and recipient.

## **6. PARTICIPATION OF INTEGRATION PARTNERS**

- 6.1** The Selected Third Party shall not be entitled to act or to make legally binding declarations on behalf of the Participating Integration Partner(s).
- 6.2** Each Party hereby agrees and accepts the following with respect to the Participating Integration Partner:
  - 6.2.1** The platform or other related tangible items of a Participating Integration Partner to be used in the Industrial Experiment will be used by the Selected Third Party on terms established by the Integration Partner.
  - 6.2.2** Save as stated at 6.2.3 below or save as previously expressly agreed in writing with the Participating Integration Partner, no Background of such Participating Integration Partner or of any of its Affiliated Entities will be either used or introduced to the Industrial Experiment, and all such Background is expressly excluded from the Industrial Experiment and from Access Rights, whether existing before the start of the Industrial Experiment, or created during the Industrial Experiment but independently of the work funded under the Industrial Experiment, and each Party hereby formally waives any right to take a licence on any such other Background. Except as explicitly granted in the applicable commercially available terms referred to in 6.2.3 below, no licence, immunity, or other right is granted or assigned under this Standard Industrial Experiment Contract (including its Annexes), either directly or indirectly, by implication, estoppel or otherwise, to any party with respect to any intellectual property rights of such Participating Integration Partner or any of its Affiliated Entities.
  - 6.2.3** In addition to any products listed by the Participating Integration Partner in Annex 4, the Participating Integration Partner may, at its sole discretion, decide to use or introduce to the specific Industrial Experiment one or more of such Partner's or its Affiliated Entities' or subcontractor's commercially available products. In the event that such Participating Integration Partner decides to do so, such commercially available products shall be introduced on an "as is" basis, in the form in which, and on the terms on which, they are commercially

available as at the time of such use or introduction. The terms and provisions governing the access to, and use of, such commercially available products shall be the prevailing terms.

6.2.4 The work committed by the Participating Integration Partner(s) and done by the Participating Integration Partner, under the Industrial Experiment, is only to provide support services consistent with the services which the Participating Integration Partner would usually provide to a third party purchaser of the applicable Participating Integration Partner's commercially available products.

6.3 The Participating Integration Partner(s) have no liability whatsoever to any Party in respect of any aspects of the Industrial Experiment or of this Agreement (including its Annexes). All potential liability (whether contractually or in tort) of the Participating Integration Partner for damages caused to the Parties or the other Participating Partners (including liability for gross negligence) is hereby excluded to the fullest extent permitted by applicable law, and where it cannot be excluded, the total aggregate liability of the Participating Integration Partner in any way arising from the Industrial Experiment, this Agreement and Annex 4 will not exceed the amount of fifty percent of the Financial Support.

#### **6.4 Feedback**

6.4.1 The Selected Third Party will do its reasonable efforts to provide the Participating Integration Partner(s) with such Feedback relating to such products and technology of the Participating Integration Partner or its Affiliated Entities used in the applicable Industrial Experiment, as the Participating Integration Partner may reasonably request.

6.4.2 Any Feedback provided to the Participating Integration Partner in relation to its, or its Affiliated Entities' products and technology will be deemed to have been provided on a non-confidential basis by the Selected Third Party providing such Feedback, unless otherwise agreed. Notwithstanding anything else in this Agreement, the Participating Integration Partner (or, as the case may be, its Affiliated Entities) to whose products and technology of the Participating Integration Partner or its Affiliated Entities such Feedback and any other Participating Integration Partner Product Information relates, shall be irrevocably and unconditionally entitled to Exploit and otherwise use and to permit use of such Participating Integration Partner Product Information, for all purposes without any restriction in any manner they decide, without giving notice, obtaining consent or paying any compensation. For the sake of clarity, the Selected Third Party disclosing such information remains the owner of such Results and remain also entitled to freely use such Results.

### **7. CONFIDENTIALITY**

All information of whatever nature and in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to another Party (the "Recipient") in connection with the Industrial Experiment 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 fifteen (15) calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake for the duration of the Industrial Experiment and a period of 4 years after the end of the Industrial Experiment:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient to its employees shall take place on a strict need-to-know basis; and
- except as required for continuing Access Rights, to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. 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 mandatory laws and regulations (i.e. public policy legislation).

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees involved in the Industrial Experiment and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Industrial Experiment 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 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 confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- 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 subject to the last paragraph of this Section.

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

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

If a Recipient becomes aware that it will 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 of said request, and
- comply to the extent possible with the Disclosing Party's reasonable instructions to protect the confidentiality of the information at the Disclosing Party's expense, and
- make such disclosure only to the extent it is compelled.

As far as Cascade Funding Partner is concerned, disclosure of Confidential Information to the European Commission shall be governed by the terms of the GA.

As far as Selected Third Party is concerned, disclosure of Confidential Information to or from another Participating Partner (other than the Cascade Funding Partner) shall be governed by the terms of a specific non-disclosure agreement to be signed between them.

## **8. DISSEMINATION**

Each Party agrees that any dissemination activity (including publications, presentations or contributions to any standards organisation) by the Selected Third Party is subject to the prior written approval of the other Participating Partners.

The Cascade Funding Partner and the other Participating Partners are entitled to include the main issues and information regarding the Industrial Experiment in their reporting towards the European Commission, subject to prior written notification to the Selected Third Party.

## **9. CHECKS AND AUDITS**

The Selected Third Party undertakes to provide any detailed information, including information in electronic format, requested by the European Commission or by any other outside body authorised by the European Commission to check that the Industrial Experiment and the provisions of this Agreement are being properly implemented.

The Selected Third Party shall keep at the European Commission disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the Agreement, stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five years from the date of payment of the balance specified in the grant agreements.

The Selected Third Party agrees that the European Commission may have an audit of the use made of the amounts awarded hereunder carried out either directly by the European Commission staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the Agreement until the balance is paid and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by the European Commission.

The Selected Third Party undertakes to allow European Commission staff and outside personnel authorised by the European Commission the appropriate right of access to the sites and premises of the Selected Third Party and to all the information, including information in electronic format, needed in order to conduct such audits.

In accordance with Union legislation, the European Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors (ECA) may carry out spot checks and inspections of the documents of the Selected Third Party, and of any recipient of Cascade Finding, including at the premises of the Selected Third Party, in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the European Commission. The Articles 22 and 23 of the Grant Agreement, reproduced in Annex 1, also apply to the Selected Third Party.

## **10. TERMINATION**

The Cascade Funding Partner can terminate this Agreement with immediate effect through written notice to the Selected Third Party and to the other Participating Partners:

- 10.1** if the Selected Third Party is in breach of any of its material obligations under this Agreement, which breach is not remediable, or, if remediable, has not been remedied within thirty (30) days after written notice to that effect from the party not in breach,
- 10.2** if, to the extent permitted by law, the Selected Third Party is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, or is the subject of any other similar proceeding concerning those matters, or
- 10.3** if the Selected Third Party is subject to an Event of Force Majeure, which prevents the Selected Third Party from correct performance of its obligations hereunder and such circumstances have lasted, or can reasonably be expected to last more than 3 months.

Access Rights granted to the Selected Third Party shall cease immediately upon the effective date of termination.

## **11. CONCLUDING CONDITIONS**

- 11.1** The Parties will not sign Annex 4, and the terms of this Agreement (for the sake of clarity this includes Annex 4) will not be effective, until the Cascade Funding Partner has received written

confirmation from each Participating Support Partner that it agrees to their content. This written confirmation can be given by each Participating Support Partner sending by email or facsimile to the Cascade Funding Partner.

Once each written confirmation is given by each Participating Support Partner, any ancillary agreements, amendments, additions or modifications to this Agreement shall be made in writing and signed by the Parties, but will only become effective after the Cascade Funding Partner has received written confirmation from each Participating Support Partner that it agrees to their content, such written confirmation to be given in the manner set out at the above paragraph.

**11.2** The Selected Third Party's consistent level in its respective field of expertise played a key role in the selection of the Selected Third Party to implement the Industrial Experiment. The selected Third Party shall not make any total or partial transfer of its expertise during this Agreement.

**11.3** Any subcontract by the Selected Third Party concerning some of its tasks under this Agreement requires the prior written consent of the Cascade Funding Partner and does not affect its own obligations resulting from this Agreement. The Selected Third Party shall secure that the subcontractor will comply with all obligations – especially coming from the Grant Agreement, and with regard to confidentiality – resulting from this Agreement and that the results attained by the subcontractor will be available in accordance with Section 5.

**11.4** If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which is economically equivalent. The same shall apply in case of a gap.

**11.5** This Agreement shall be governed by and construed in accordance with the laws of Belgium.

**11.6** Any disagreement or dispute which may arise in connection with this Agreement and which the Parties are unable to settle by mutual agreement will be brought before the courts of Brussel, Belgium.

Done in two originals, one for each Party.

Cascade Funding Partner

Selected Third Party

Annex 1 Grant Agreement specific obligations  
Annex 2 Technical report template  
Annex 3 Specific Industrial Experiment Contract

## ANNEX 1 - GRANT AGREEMENT SPECIFIC OBLIGATIONS

As an indirect beneficiary, the Selected Third Party has to fulfill the obligations described in article 22, 23, 35, 36, 38 and 46 of the Grant Agreement. These sections are part of the Agreement. In case of contradiction between these sections and the Agreement, the terms of the Agreement will prevail.

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

#### Checks, reviews and audits by the Commission

- **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.

- **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.

- **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’ statutory records for the periodical assessment of unit costs or flat-rate amounts.

### **Investigations by the European Anti-Fraud Office (OLAF)**

Under Regulations No 883/2013<sup>15</sup> and No 2185/96<sup>16</sup> (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 on-the-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.

## 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 966/2012*<sup>17</sup>, 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.

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

- **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.

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).

D 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 (OJ L 248, 18.09.2013, p. 1).

E 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).

F 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).

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.

- **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:

1. 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
2. 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) or termination (see Article 50).

- **Procedure**

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

- If the findings concern **eligibility of costs**: the formal notification will include:
  - an invitation to submit observations on the list of grants affected by the findings;
  - the request to submit **revised financial statements** for all grants affected;
  - 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:
    - considers that the submission of revised financial statements is not possible or practicable or
    - 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 alternative correction method.

- If the findings concern **improper implementation** or a **breach of another obligation**: the formal notification will include:
  - an invitation to submit observations on the list of grants affected by the findings and
  - 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**

### **• 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.

### **• 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.

## **SECTION 3 — RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND AND RESULTS**

### **SUBSECTION 1 GENERAL**

#### **ARTICLE 23a — MANAGEMENT OF INTELLECTUAL PROPERTY**

##### **23a.1 Obligation to take measures to implement the Commission Recommendation on the management of intellectual property in knowledge transfer activities**

Beneficiaries that are universities or other public research organisations must take measures to implement the principles set out in Points 1 and 2 of the Code of Practice annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer activities<sup>18</sup>.

This does not change the obligations set out in Subsections 2 and 3 of this Section.

The beneficiaries must ensure that researchers and third parties involved in the action are aware of them.

##### **23a.2 Consequences of non-compliance**

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

## **ARTICLE 35 — CONFLICT OF INTERESTS**

### **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.



## **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**

### **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:

- need to know to implement the Agreement and
- 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:

- G this is necessary to implement the Agreement or safeguard the *EU's* financial interests and
- H 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 1290/2013<sup>24</sup>, 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:

3. the disclosing party agrees to release the other party;
4. 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;
5. the recipient proves that the information was developed without the use of confidential information;
6. the information becomes generally and publicly available, without breaching any confidentiality obligation, or
7. the disclosure of the information is required by EU or national law.

## Consequences of non-compliance

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

- **Communication activities by beneficiaries**
- **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).

- **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 644090”.

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.

- **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.

- **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:

- **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);
- **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);
- **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);
- **translation;**
- giving **access in response to individual requests** under Regulation No 1049/2001<sup>25</sup>, without the right to reproduce or exploit;
- **storage** in paper, electronic or other form;
- **archiving**, in line with applicable document-management rules, and
- 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 publicising activities of the *Commission*.

<sup>25</sup> Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

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.”

#### • **Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

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

## **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 2 - TECHNICAL REPORT TEMPLATE**

### **Document Description**

The technical report includes an explanation of work carried out, an overview of progress and a publishable summary (describing the overview of the results and the exploitation and dissemination, the conclusions of the actions and its socio-economic impacts).

### **1. Introduction**

Description of the objectives of the IE (concept and objectives), progress beyond SoA and potential innovation, targeted testing tools, test designs, assessment reports and plugtest events that use F-Interop platforms and competencies.

### **2. State of the Art**

Short discussion of the state-of-the-art (project management, implementation, etc).

### **3. Results and Analysis**

- Describe the results including required details compared
- Use diagrams, tables and figures for overview and understanding
- show results vs. requirements vs. state of the art
- Describe cooperation of the partners
- Give an interpretation and/or analysis of the results
- Highlight major achievements
- Highlight major impacts for the European industry (industrial relevance, exploitation plans and business view).

### **4. Summary and Conclusion**

Summarize major results and achievements and evaluate them compared with the objectives



## ANNEX 3 - SPECIFIC INDUSTRIAL EXPERIMENT CONTRACT

### F-Interop Specific Industrial Experiment Contract

This F-Interop Specific Industrial Experiment Contract for implementation of the Industrial Experiment by the Selected Third Party, hereinafter referred to as the “Specific Industrial Experiment Contract”, is entered into by and between:

Digital Catapult (“Cascade Funding Partner”), an organisation under the laws of England, having its registered office at Level 9, 101 Euston Road, London NW1 2RA, herein represented by ...

And

... (“Selected Third Party”), an organisation under the laws of ..., having its registered office at ..., herein represented by ...

Hereinafter sometimes individually or collectively referred to as “Party” or “Parties”.

Whereas Cascade Funding Partner and the Selected Third Party have agreed the main terms and conditions to implement the Industrial Experiment in the course of the F-Interop Project by signing the Standard Industrial Experiment Contract n° xxx which form part of this Specific Industrial Experiment Contract.

Now therefore it has been agreed as follows:

#### 1. TERMS AND CONDITIONS FOR THE INDUSTRIAL EXPERIMENT

The Selected Third Party shall implement the Industrial Experiment in accordance with the following:

<b>Description of the Industrial Experiment</b>	
Acronym	
Full Title	
F-Interop call identification	
Starting date of the Industrial Experiment:	
Duration of the Industrial Experiment:	
Date of selection of the Selected Third Party	
Problem to be Solved (in no less than 100 words)	
Solution to be Developed (in no less than 100 words)	

<b>Industrial Experiment outcomes</b>	
Expected results in terms of Industrial Impact	
Expected added value	
Expected results in terms of building blocks, IPs, software and hardware solution	

<b>Implementation of the Industrial Experiment</b>	
--	--

Outline scope of work	
Milestones	
Deliverables	
TASK 1	
Task 1.1	
<b>Description</b>	
<b>Starting date</b>	
<b>Duration</b>	
<b>Inputs</b>	
<b>Deliverable</b>	
Task 1.2	
<b>Description</b>	
<b>Starting date</b>	
<b>Duration</b>	
<b>Inputs</b>	
<b>Deliverable</b>	
TASK 2	
TASK 3	
TASK 4	

<b>Participating Partners technologies and resources</b>	
<name of Participating Partners>	<describe technologies and resources>
<name of Participating Partners>	<describe technologies and resources>

<b>Participating Partners IPR</b>	
Participating Partners' Background (including limitations and restrictions)	<describe Background >
Selected Third Party's Background (including limitations and restrictions)	<describe Background >

<b>Participating Integration Partners</b>	
Name of the Participating Integration Partner	
Basis of participation	
Specific conditions (including limitations and restrictions)	

<b>Participating Support Partners</b>	
Name of the Participating Support Partner	
Basis of participation	




<b>Financial conditions</b>	
Financial Support	
Schedule of payment	See table below and delete as appropriate
Payment conditions	
Penalties	

*Payments to the Selected Third Party will be made in stages based on the successful completion of specified milestones and reviews. Stage 1 payments will be made on commencement. Stage 2 and Stage 3 payments will be made on successful review of deliverables by the Internal Review Committee (and provided all other conditions are met).*

*The actual amount payable and the stage at which payments will be made will be determined according to the following table:*

<i>Category</i>	<i>Award</i>	<i>Stage 1 payment (milestone)</i>	<i>Stage 2 payment (milestone)</i>	<i>Stage 3 payment (milestone)</i>
<i>A</i>	<i>€100,000</i>	<i>€25,000 (On commencement)</i>	<i>€40,000 (first release reviewed)</i>	<i>€35,000 (final release)</i>
<i>B</i>	<i>€60,000</i>	<i>€15,000 (On commencement)</i>	<i>€25,000 (first release reviewed)</i>	<i>€20,000 (final release)</i>
<i>C</i>	<i>€10,000</i>	<i>€5,000</i>	<i>N/A</i>	<i>€5,000 (final release)</i>
<i>D</i>	<i>€10,000</i>	<i>€5,000 (On commencement)</i>	<i>N/A</i>	<i>€5,000 (delivery of event report)</i>

<b>Key contacts for those partners involved in the Industrial Experiment</b>	
Support Partners	
<b>Name &amp; surname</b>	
<b>Department</b>	
<b>Tel:</b>	
<b>Email:</b>	
Integration Partners	
<b>Name &amp; surname</b>	
<b>Department</b>	
<b>Tel:</b>	
<b>Email:</b>	
Affiliated Entities	
<b>Name &amp; surname</b>	
<b>Department</b>	
<b>Tel:</b>	
<b>Email:</b>	
Selected Third Party Project Manager	
<b>Name &amp; surname</b>	
<b>Department</b>	
<b>Tel:</b>	
<b>Email:</b>	
Cascade Funding Project	

Manager	
<b>Name &amp; surname</b>	
<b>Department</b>	
<b>Tel:</b>	
<b>Email:</b>	
<b><u>Date of agreement of all the Participating Partners involved in the Industrial Experiment</u></b>	

## 2. ADDITIONAL TERMS

2.1 Section 3.1 of the Standard Industrial Experiment Contract is hereby amended as follows:

The Selected Third Party shall provide reports on its activities' progress as are reasonably requested by the F-Interop Beneficiaries from time to time. The Selected Third Party shall use its best efforts to monitor the progress of other Participating Partners and of the F-Interop Beneficiaries for the purposes of avoiding duplication of work and to maximise the outcomes of complementary, interoperable and integrated solutions, raising questions and co-operating with the F-Interop community at all and any opportunity.

2.2 The Selected Third Party shall release Results that are in the form of software under a reasonably permissive open source licence type e.g. BSD or MIT on the F-Interop github site.

2.3 Unless otherwise agreed in writing signed by the Participating Partners, the F-Interop Beneficiaries shall each have a non-exclusive, royalty-free right to use Background of Selected Third Party for the duration of the F-Interop Project and thereafter for 10 years after the end of the project.

2.4 The Selected Third Party acknowledges and agrees that:

- it is a goal of the F-Interop Project and of the Industrial Experiment to choose technical and information flow architectures which, in the event that personal data processing is a necessary aspect of the implementation, are compliant with the relevant laws on data protection and privacy and avoid the need for personal data to be processed outside of the F-Interop Platform itself; and
- in the event that personal data processing is a necessary aspect, Background of the Selected Third Party that is Needed for such purpose is integrated into the F-Interop Platform by the Selected Third Party and maintained by the Selected Third Party at its expense for the duration of the F-Interop Project and for a minimum of (three) years thereafter.

## 3. MISCELLANEOUS

3.1 This Specific Industrial Experiment Contract, composed of the Standard Industrial Experiment Contract and its Annexes 1 to 4 included, constitutes the sole and complete understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous communications between the Parties concerning such subject matter. This Specific Industrial Experiment Contract will be governed and construed according to the choice of governing and constructive law set forth in the Standard Industrial Experiment Contract .

3.2 Save to the extent expressly modified in this Specific Industrial Experiment Contract, all of the terms of the Standard Industrial Experiment Contract and Annexes 1-4 included shall apply to this Specific Industrial Experiment Contract. Save to the extent expressly specified in this Specific Industrial Experiment Contract, all capitalized terms used in this Specific Industrial Experiment Contract which are defined in the Standard Industrial Experiment Contract shall have the meaning given in the Standard Industrial Experiment Contract. In the event of a conflict between this Specific Industrial Experiment Contract and the terms of the Standard Industrial Experiment Contract, the terms of the Standard Industrial Experiment Contract shall apply.

3.3 The terms of Clause 11.1 of the Standard Industrial Experiment Contract will apply to the signing and enforceability of this Annex 4.

Done in two originals, one for each Party.

Signature Selected Third Party :	Signature Cascade Funding Partner
Date :	Date :