

## Standard Application Experiment Agreement

Unless otherwise agreed, the following draft shall apply to the Digital Challenge and the Generic Experiment.

### DIGIFED STANDARD APPLICATION EXPERIMENT AGREEMENT

This DIGIFED STANDARD APPLICATION EXPERIMENT AGREEMENT for providing financial as technical/non-technical services support to the Selected Third Party, hereinafter referred to as the "Agreement", is entered into by and between:

**Commissariat à l'énergie atomique et aux énergies alternatives**, a French state-owned research entity with a scientific, technical or industrial activity, duly organised under the laws of France and having its registered office located Bâtiment Le Ponant D - 25 rue Leblanc, 75015 Paris, France, and declared at the Paris Register of Commerce and Trade under the following registration number : R.C.S. PARIS B 775 685 019, herein represented by **XXXX** hereinafter "Cascade Funding Partner"

And

**...**, an organisation under the laws of **....**, having its registered office at **...**, herein represented by **...**, hereinafter referred to as "**XXX**"

**OPTIONAL if 2 Selected Third Party  
and**

**...**, an organisation under the laws of **....**, having its registered office at **...**, herein represented by **...**, hereinafter referred to as "**XXX**"

Hereinafter referred to as "Selected Third Party"

And

**...**, an organisation under the laws of **....**, having its registered office at **...**, herein represented by **...**, hereinafter referred to as "Monitoring Partner"

And

**OPTIONAL if there is an Innovation Management Partner:**

**...**, an organisation under the laws of **....**, having its registered office at **...**, herein represented by **...**, hereinafter referred to as "Innovation Management Partner"

Hereinafter sometimes individually or collectively referred to as "Party" or "Parties".

Whereas CEA, AVL, BME, BLUMORPHO, DIGICAT, IK4-IKERLAN, MNT, STGNB 2 SAS, ST-I, SEZ, UL, ZABALA BRUSSELS, (hereinafter collectively referred as the "DigiFed Beneficiaries") participate to the H2020 project entitled "Digital Innovation Hubs (DIH) federation for large scale adoption of digital technologies by European SMEs" (hereinafter the "DigiFed Project").

Whereas the DigiFed Beneficiaries entered into a Grant Agreement N°872088 with the European Commission (the "Grant Agreement" or "GA") and signed together in 2020 a Consortium Agreement with respect to the DigiFed Project (the "Consortium Agreement" or "CA").

Whereas the DigiFed Project involves financial support to Selected Third Party through a cascade funding scheme (hereinafter "Cascade Funding") as technical/non-technical services.

Whereas further to an open call for a specific Application Experiment as described in Annex 3 “Specific Application Experiment Agreement”, the Selected Third Party has been selected by the Evaluation Committee of the DigiFed Project with an appointed Monitoring Partner to implement such Application Experiment.

Whereas the Selected Third Party will implement such Application Experiment with the participation of the Cascade Funding Partner, and with the Monitoring Partner identified in Annex 3 “Specific Application Experiment Agreement”.

Whereas the Cascade Funding Partner is willing to provide Financial Support to the Selected Third Party for the implementation of such Application Experiment and the Selected Third Party is willing to receive such support 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, and with the Monitoring Partner compliant with the GA and CA.

Whereas the Monitoring Partner is responsible for the execution of this Agreement with the Selected Third Party and for the monitoring of the Application Experiment.

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** in relation to a Party, means any legal entity which directly or indirectly controls, is controlled by, or is under common control with that Party. For the purposes of this definition, “control” shall mean (a) direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity or (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned, provided that this entity is listed in Annex 3 “Specific Application Experiment Agreement”. Any such legal entity shall be deemed to be an Affiliate of such Party only as long as such ownership or such control exists. However, the following relationships between legal entities shall not in themselves constitute controlling relationships:
  - (a) the same public investment corporation, institutional investor or venture-capital company has a direct or indirect holding of more than 50% of the nominal value of the issued share capital or a majority of voting rights of the shareholders or associates;
  - (b) the legal entities concerned are owned or supervised by the same public body.
- 1.3 **Agreement** means this Standard Application Experiment Agreement, together with its Annexes.
- 1.4 **Application Experiment** means the experiment detailed in Annex 3 “Specific Application Experiment Agreement” to be carried out by the Selected Third Party, with the objective to foster the introduction of digital technologies in their product and service offerings.
- 1.5 **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 Party before the effective date of the Specific Application Experiment Agreement, and
  - (b) is Needed by another Party to implement its own tasks under the Application Experiment or

to Exploit its own Results,  
but solely within a) and b) to the extent that such data, information, know-how and/or intellectual property rights are introduced into the Application Experiment by the owning Party, and provided it is listed in Attachment 1 (Background included) to this Consortium Agreement.

**1.1 Exploitation or Exploit** means the direct or indirect use of Results in (a) further research activities other than those covered by the Application 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.

**1.2 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 Parties not established for the purpose of directly carrying on an industrial or commercial activity (for instance public bodies), considering their specific positioning, “appropriate conditions” necessarily means a financial compensation in case of direct or indirect industrial or commercial exploitation.

**1.3 Financial Support** means the cash element of the financial support to be given by the Cascade Funding Partner to the Selected Third Party for the implementation of the Application Experiment as detailed in Annex 3 “Specific Application Experiment Agreement”.

**1.4 Force Majeure** means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties’ control,
- was not due to error or negligence on their part (or on the part of third parties involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

**1.5 Intellectual Property Rights Policy** means the Policy set out at Section 5 of this Agreement.

**1.6 Legitimate Interest** means but is not limited to academic or commercial interest or interest related to a Party’s corporate image, which breach would result in such Party suffering significant harm in the cases provided for in this Consortium Agreement. For the purpose of this Agreement, Legitimate Interest shall also mean prior written authorization of the Monitoring Partner when an Affiliated Entity of the Selected Third Party has an activity which is competitive to the Partner’s activity (i.e. for Access Rights, ...).

**1.7 Needed** means in respect of executing or carrying out the Application Experiment, and/or in respect of Exploitation of Results, technically essential and:

- (a) For the implementation of the Project:  
Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, or significantly delayed;
- (b) For Exploitation of a Party own Results:  
Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of the recipient Party’s own Results would be technically or legally impossible.

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

## **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 Application Experiment. Under the DigiFed Grant Agreement and the Consortium Agreement, some of the obligations have to be imposed to the Monitoring Partner and 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 Monitoring Partner and the Selected Third Party acknowledge and agree 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 FOR THE FINANCIAL SUPPORT**

**3.1** The Selected Third Party shall take part in the Application 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 3 “Specific Application Experiment Agreement” at the latest and shall report to the Monitoring Partner on the activities’ progress in regular intervals as indicated in Annex 3 “Specific Application Experiment Agreement”.

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

**3.2** Upon report of the Monitoring Partner, the Cascade Funding Partner shall give Financial Support for the Application Experiment carried out by the Selected Third Party, within the limits and in accordance with the schedule of payments specified in Annex 3 “Specific Application Experiment Agreement”.

For each Application Experiment, and at the time the selected Monitoring Partner will issue the Specification Application Experiment Agreement as described in Annex 3, the Cascade Funding Partner shall deliver the Financial Support of the form of a lump-sum of fifty percent (50%) of the eligible costs of the Application Experiment incurred by the Selected Third Party, accordingly to H2020 Funding Rules for Innovation Actions, and within the limit of the ceiling defined in the guidelines of the DigiFed project.

**3.3** The Selected Third Party shall provide a technical report with deliverables to the Monitoring Partner which will report it to the Cascade Funding Partner. The Selected Third Party shall use the “Implementation of the Application Experiment” in Annex 3. The following elements shall at least be included in this technical report:

- a) The Identification of the Application Experiment;
- b) The identification of milestones, based on the completion of several tasks;
- c) Detailed information on the deliverable achieved for the implementation of the Application Experiment.

No payment will be made by the Cascade Funding Partner if no sufficient evidence document is presented by the Selected Third Party.

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 Monitoring Partner to be sent to the Cascade Funding Partner together with a technical report with deliverables validated by the legal representative of the Selected Third Party in accordance with the schedule set forth in Annex 3 "Specific Application Experiment Agreement" and (ii) a decision of the Monitoring 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 the Monitoring Partner of the corresponding deliverable(s) identified in Annex 3 "Specific Application Experiment Agreement". The payment shall be made as indicated in Annex 3 "Specific Application Experiment Agreement" after the written validation of the payment request by the Monitoring Partner however always provided that the conditions listed in this Section 3 are met by the Selected Third Party.

#### **4. LIABILITY**

- 4.1** 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.
- 4.2** The Selected Third Party shall not be entitled to act or to make legally binding declarations on behalf of the Monitoring Partner or the Cascade Funding Partner and shall indemnify all of the latter from any third party claim resulting from a breach of these obligations.
- 4.3** The contractual liability of the Monitoring Partner and the Cascade Funding Partner under this Agreement shall in any case be limited to the amount of the Financial Support provided to the Selected Third Party hereunder. The Monitoring Partner and 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.

By exception, the maximum amount of liability to be taken into account in case of breach of confidentiality and/or infringement of the intellectual property rights of any other Party or any Affiliated Entity, which is the result of any activity or use of such intellectual property rights that exceeds the scope of the Access Rights granted by or pursuant to Standard Application Experiment Agreement shall not exceed once the amount of the financial support provided to the Selected Third Party hereunder.

- 4.4** This limitation of liability (4.3) shall not apply in case of willful act or gross negligence.
- 4.5** The Selected Third Party shall fully and exclusively bear the risks in connection with the Application Experiment for which Financial, technical/non technical Support is granted by the Monitoring Partner and/or the Cascade Funding Partner. The Selected Third Party shall indemnify the Monitoring Partner and the Cascade Funding Partner for all damages, penalties, costs and expenses which the Monitoring Partner and/or the Cascade Funding Partner as a result thereof would incur or have to pay to the European Commission or to any third parties with respect to such Application Experiment financially supported and/or for any damage in general which the Monitoring Partner and/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 and/or the Monitoring Partner regarding the Financial Support granted under this Agreement, the Selected Third Party shall pay the sums in question in the terms and the date specified by the Monitoring Partner and/or the Cascade Funding Partner. Moreover, the Selected Third Party shall indemnify and hold the Monitoring Partner and/or 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.

- 4.6** In respect of any information or materials (including but not limited to Software, Results and Background) supplied by one Party to another Party or to a Beneficiary, or by the Monitoring Partner 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. Such information or materials are provided AS IS.

Therefore,

- the recipient, shall in all cases be entirely and solely liable for the use to which it puts such information and materials (including but not limited to Software, 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 Monitoring Partner. For the sake of clarity, the Parties precise this article is subject to the Legitimate Interest of the Monitoring Partner.

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

Results are owned by the Party that generates them.

### **5.2 Joint Results**

If in the course of carrying out work on the Project, a Result is generated by two or more Parties or their Affiliated Entities involved in the Project, and if the contributions to or features of such Result form an indivisible part thereof to the extent that none of the said Parties could reasonably claim full ownership of this Result, such Result shall be jointly owned by them in according to their share of contribution, unless differently agreed by the Parties concerned.

The joint owners shall execute a joint ownership agreement regarding the allocation and the terms and 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 twelve (12) months as from the date of generation of such joint Results

The joint owners 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.

For each Application Experiment, and at the time the selected Monitoring Partner will issue the Specific Application Experiment Agreement as described in Annex 3, the Monitoring Partner [OPTIONAL if a 2 Selected Third Party are involved : the Selected Third Party Name XXX (the one whom the technology belongs)] shall make, at his own discretion, the choice of one of the options hereunder stated regarding the exploitation of Joint Foreground :

#### **OPTION 1 :**

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners 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 joint owners are given:

- (a) at least 45 calendar days advance notice; and
- (b) Fair and Reasonable compensation.

With respect to Parties not established for the purpose of directly carrying on an industrial or commercial activity (for instance public bodies), considering their specific positioning, “appropriate conditions” necessarily means a financial compensation in case of direct or indirect industrial or commercial exploitation.

## **OPTION 2 :**

In case of joint ownership, each of the joint owners shall be entitled to Exploit the joint Results as it sees fit, and to grant non exclusive licences, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners.

### **5.3 Access Rights**

For the purpose of this article 5.3, Background shall mean the Background as listed in the Specific Application Experiment Agreement and validated by the Parties for the concerned Application Experiment.

Access Rights to Background and Results may be requested by the Selected Third Party only if these Access Rights belong to a Party and if the following conditions are fulfilled, and unless specific restrictions inserted in Annex 3 “Specific Application Experiment Agreement”:

- Subject to the prior written approval of the holding Party, Access Rights on Background or Results to Selected Third Party, if Needed for implementation of the Selected Third Party’s own tasks in the Application Experiment, shall be granted for the duration of the Application Experiment on royalty-free basis, except in the event such Background has been prior identified as not being accessible on a royalty free basis and/or subject to separate licenses agreements signatures with the holding Party;
- Subject to the prior written approval of the holding Party and upon separate written bilateral agreement, Access Rights on Background or Results to Selected Third Party, if Needed for Exploitation of the Selected Third Party’s own Results obtained through the Application Experiment, shall be granted on Fair and Reasonable conditions, except in the event such Background has been prior identified as subject to legal restrictions or limits. A request for Access Rights for Exploitation may be made up to twelve (12) months after the end of the Application Experiment.

In case of total or partial transfer or change of Control of Selected Third Party share’s as set out in Section 10.2 of the Standard application Experiment Agreement, Access Rights may be refused to said Selected Third Party, if such granting is contrary to the Legitimate Interest of the Party which owns the Background and/or the Results.

Selected Third Party which obtain Access Rights in return will fulfil confidentiality obligations as determined in the Section 6.

For the sake of clarity, a Party participating to an Application Experiment shall not grant to a Selected Third Party any Access Rights to another Party’s Background or Results without the holding Party’s prior written authorization.

The Monitoring Partner enjoys the same Access Rights on Background or Results owned by the Selected Third Party for implementation of the Application Experiment or, direct or indirect Exploitation of their Results, under the same conditions mentioned hereinabove.

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/or holder and subject to such terms and conditions as may be agreed between the owner and/or holder and recipient.

## 6. CONFIDENTIALITY

6.1 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 Application Experiment during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally or in intangible form has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within thirty (30) calendar days from oral or intangible disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

For the sake of clarity, the Selected Third Party acknowledges and agrees that any information of whatever nature and in whatever form or mode of communication disclosed and/or listed in the Background by STMicroelectronics as "prototype" or "pre-serial" or equivalent or similar mention is Confidential Information, as well as any subsequent information of any nature and any form whatsoever generated by the Selected Third Party from such Confidential Information.

The Recipients hereby undertake for the duration of the Application Experiment and a period of 5 years after the end of the Application 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 other than its Affiliated Entities (and safe in the event of a Legitimate Interest for the Disclosing Party) without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient to its employees or to its Affiliated Entities shall take place on a strict need-to-know basis; and
- use the Confidential Information solely for the purpose of the execution of the Application Experiment and not otherwise use the Confidential Information in the design or manufacture of its products or the design of its processes, or in any other manner;
- not reverse engineer, decompile, disassemble, modify, adapt, translate or otherwise alter in any way, any prototype, product, sample, software, schematic, flowchart or other tangible objects which embody the Confidential Information, except if so authorized in writing by the Disclosing Party;
- 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 or third parties (subcontractors, Affiliated Entities) if previously authorized involved in the Application Experiment and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Application 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 without any obligation of confidentiality to the Disclosing Party 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 Application 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 Party 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.

**6.2** As far as the Cascade Funding Partner or the Monitoring Partner is concerned, disclosure of Confidential Information to the European Commission shall be governed by the terms of the Grant Agreement.

## **7. DISSEMINATION**

Each Party agrees that any dissemination activity (including but not limited to publications, presentations or contributions to any standards organisation) by the Selected Third Party is subject to the prior written approval of the other Parties.

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

## **8. 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 Application 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 Financial Support 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 Innovative Company, and of any recipient of Cascade Funding, including at the premises of the Innovative Company, 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.

## **9. COVID-19**

The Parties hereby acknowledge that given the date on which this Agreement is signed, i.e. after the implementation of lockdown measures decided by the French authorities involving a suspension and/or major decrease of CEA, STI, STF or any other Parties' on-site activities, all or part of the Application Experiment to be carried out under this Agreement cannot be carried out under the conditions set out herein during the lockdown period, a gradual restart of activities and any future potential resumption(s) of the said measures or any measures having a similar effect.

Consequently, the Parties expressly agree to confer as soon as circumstances permit to define via an amendment any eventual change to the Application Experiment such as to schedule, dates, list of deliverables, costs that may be needed given the exceptional circumstances experienced in the execution of the Application Experiment.

## **10. TERMINATION**

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

- 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,
- 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
- 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** This Agreement shall enter into force on the date as written in the Annex 3 "Specific Application Experiment Agreement".

Any ancillary agreements, amendments, additions or modifications to this Agreement shall be made in writing and signed by the Parties confirming that it agrees.

- 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 Application Experiment. Any total or partial transfer of provisions and the rights and duties it entails is subject to the prior formal approval of all signatories. The Selected Third Party shall promptly notify any total or partial transfer or change of Control of said Selected Third Party to the other Parties.
- 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 GA, 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.
- 11.7** List of Annexes:  
Annex 1 Grant Agreement specific obligations  
Annex 2 Technical report template  
Annex 3 Specific Application Experiment Agreement

## **ANNEX 1 - GRANT AGREEMENT SPECIFIC OBLIGATIONS**

As an indirect beneficiary, the Selected Third Party has to fulfill the obligations described in article 22, 23, 32, 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**

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

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

Under Regulations No 883/2013<sup>14</sup> and No 2185/96<sup>15</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 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 966/2012<sup>16</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.

## **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.

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**

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<sup>14</sup> 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).

- <sup>15</sup> 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).
- <sup>16</sup> 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).

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) or termination (see Article 50).

### 22.5.3 Procedure

The Commission will formally notify the beneficiary concerned the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

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 may then start a rejection procedure in accordance with Article 42, on the basis of:

- the revised financial statements, if approved;
- the proposed alternative correction method, if accepted or
- the initially notified correction rate for extrapolation, if it 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.



22.5.3.2 If the findings concern **substantial errors, irregularities or fraud or serious breach of obligations**: 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.

The Commission may then start a reduction procedure in accordance with Article 43, on the basis of:

- the proposed alternative flat-rate, if  
accepted or
- the initially notified flat-rate, if it does not receive any observations or does not accept the observations or the proposed 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.

## **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>17</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 32 — RECRUITMENT AND WORKING CONDITIONS FOR RESEARCHERS**

##### **32.1 Obligation to take measures to implement the European Charter for Researchers and Code of Conduct for the Recruitment of Researchers**

The beneficiaries must take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers<sup>21</sup>, in particular regarding:

- working conditions;
- transparent recruitment processes based on merit, and
- career development.

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

##### **32.2 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**

### **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. It may disclose confidential information to 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 1290/2013<sup>23</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:

- (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 (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 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, equipment and major results funded by the grant must:

- (a) display the EU emblem and

(b) include the following text:

For communication activities: *“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 761708”.*

For infrastructure, equipment and major results: *“This [infrastructure][equipment][insert type of result] is part of a project that has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 761708”.*

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 received 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.

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 1049/2001<sup>25</sup>, 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 publicising 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).

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<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.

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).

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 of implementing the Agreement.

### **46.2 Liability of the beneficiaries**

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.

## **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 Application Experiment (concept and objectives), progress beyond state-of-the-art and potential innovation.

### **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 Parties
- 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 APPLICATION EXPERIMENT AGREEMENT

#### DIGIFED Specific Application Experiment Agreement

This DigiFed Specific Application Experiment Agreement for implementation of the Application Experiment by the Selected Third Party, hereinafter referred to as the “Specific Agreement”, is entered into by and between:

**Commissariat à l'énergie atomique et aux énergies alternatives**, a French state-owned research entity with a scientific, technical or industrial activity, duly organised under the laws of France and having its registered office located Bâtiment Le Ponant D - 25 rue Leblanc, 75015 Paris, France, and declared at the Paris Register of Commerce and Trade under the following registration number : R.C.S. PARIS B 775 685 019, herein represented by XXXX hereinafter “Cascade Funding Partner”

And

..., an organisation under the laws of ..., having its registered office at ..., herein represented by ..., hereinafter referred to as “XXX”

#### OPTIONAL

and

..., an organisation under the laws of ..., having its registered office at ..., herein represented by ..., hereinafter referred to as “XXX”

hereinafter referred to as “Selected Third Party”

And

..., an organisation under the laws of ..., having its registered office at ..., herein represented by ..., hereinafter referred to as “Monitoring Partner” involved in the Application Experiment

And

OPTIONAL if there is an Innovation Management Partner

..., an organisation under the laws of ..., having its registered office at ..., herein represented by ..., hereinafter referred to as “Innovation Management Partner” involved in the Application Experiment

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

Whereas the Cascade Funding Partner, the Selected Third Party and the Monitoring Partner have agreed the main terms and conditions to implement the Application Experiment in the course of the DigiFed Project by signing the Standard Application Experiment Agreement n° ..... which form part of this Standard Application Experiment Agreement.

Now therefore it has been agreed as follows:

## 1. TERMS AND CONDITIONS FOR THE APPLICATION EXPERIMENT

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

<b>Description of the Application Experiment</b>	
Acronym	
Call N°	
Full Title	
DigiFed call identification	
Starting date of the Application Experiment:	
Duration of the Application Experiment:	
Date of selection of the Selected Third Party(ies) by the Evaluation Committee	

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

<b>Implementation of the Application 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>Actions per partner</b>	
<b>Deliverable date and resp partner</b>	
Task 1.2	
<b>Description</b>	
<b>Starting date</b>	
<b>Duration</b>	

<b>Inputs</b>	
<b>Action per partner</b>	
<b>Deliverable date and resp partner</b>	
TASK 2	
TASK 3	
TASK 4	

<b>Parties IPR</b>	
Beneficiary' s Background (including limitations and restrictions)	<describe Background >
[If 2 Selected Third Party, please complete the name of the Selected Third Party XXX] Selected Third Party's Background (including limitations and restrictions)	<describe Background >
OPTIONAL if 2 Selected Third Party : [Please complete the name of the Selected XXX] Third Party Selected Third Party's Background (including limitations and restrictions)	<describe Background >
Joint Results Option chosen by the Beneficiary	<b>Option 1</b> <input type="checkbox"/> <i>or</i> <b>Option 2</b> <input type="checkbox"/>

<b>Financial conditions</b>	
Financial Support	
Schedule of payment	
Payment conditions	
Penalties	

<b>Partiesinvolved in the Application Experiment</b>	
Cascade Funding Partner	
<b>Name &amp; surname</b>	
<b>Department</b>	
<b>Tel:</b>	
<b>Email:</b>	
Selected Third Party	
<b>Name &amp; surname</b>	
<b>Department</b>	
<b>Tel:</b>	
<b>Email:</b>	

Other Selected Third Party	<i>Optional</i>
<b>Name &amp; surname</b>	
<b>Department</b>	
<b>Tel:</b>	
<b>Email:</b>	
Monitoring Partner	
<b>Name &amp; surname</b>	
<b>Department</b>	
<b>Tel:</b>	
<b>Email:</b>	
<b><u>Date of agreement of all the Parties involved in the Application Experiment</u></b>	

## 2. MISCELLANEOUS

2.1 This Specific Application Experiment Agreement, composed of the Standard Application Experiment Agreement and its Annexes 1 to 3 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 Application Experiment Agreement will be governed and construed according to the choice of governing and constructive law set forth in the Standard Application Experiment Agreement.

2.2 Save to the extent expressly modified in this Specific Application experiment Agreement, all of the terms of the Standard Application Experiment Agreement and Annexes 1-3 included shall apply to this Specific Application Experiment Agreement. Save to the extent expressly specified in this Specific Application Experiment Agreement, all capitalized terms used in this Specific Application Experiment Agreement which are defined in the Standard Application Experiment Agreement shall have the meaning set force in the Standard Application Experiment Agreement. In the event of a conflict between this Specific Application Experiment Agreement and the terms of the Standard Application Experiment Agreement, the terms of the Standard Application Experiment Agreement shall apply.

2.3 The terms of Article 11.1 of the Standard Application Experiment Agreement shall apply to the signing and enforceability of this Annex 3.

Done in xx (XX) originals, one for each Party.

OPTIONAL if 2 Selected Third Party:

Signature Selected Third Party	Signature Selected Third Party
Date :	Date :

Cascade Funding Partner	Signature Monitoring Partner
Date :	Date :

**OPTIONAL** If there is an Innovation Management Partner

Innovation Management Partner
Date :

Done in xx (XX) originals, one for each Party.

**OPTIONAL if 2 Selected Third Party:**

Signature Selected Third Party	Signature Selected Third Party
Date :	Date :

Cascade Funding Partner	Signature Monitoring Partner
Date :	Date :

**OPTIONAL If there is an Innovation Management Partner**

Innovation Management Partner
Date :