

BIG IoT Standard Collaboration Agreement

for the Research and Innovation Action

**BIG IoT: Bridging the Interoperability Gap
of the Internet of Things**

EU Grant Agreement 688038

under the “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” of the European Commission

The BIG IoT Consortium

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BIG IoT Standard Collaboration Agreement

This BIG IoT Standard Collaboration Agreement for providing financial support to the Selected Third Party, hereinafter referred to as the “Agreement”, is entered into by and between:

Siemens Aktiengesellschaft („Cascade Funding Partner“), established at Werner-von-Siemens-Straße 1,
80333 Munich, Germany

And

[tbi] (“Selected Third Party”), an organization under the laws of [tbi], having its registered office at [tbi], herein represented by [tbi]

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

Whereas the Parties Nos. 1 to 12 mentioned above (hereinafter sometimes individually or collectively referred to as a “BIG IoT Beneficiary” or as the “BIG IoT Beneficiaries”) participate to the H2020 project entitled “Bridging the Interoperability Gap of the Internet of Things” (hereinafter the “BIG IoT Project”);

Whereas the BIG IoT Beneficiaries entered into a Grant Agreement N° 688038 with the European Commission (the “Grant Agreement” or “GA”) and signed together in 2016 a Consortium Agreement with respect to the BIG IoT Project (the “Consortium Agreement” or “CA”).

Whereas the BIG IoT Project involves financial support to Third Parties through a Cascade Funding scheme (hereinafter “Cascade Funding”) according to art. 15 - GA.

Whereas further to an open call for a specific Extension as described in Annex 3 “Specific Collaboration Agreement”, the Selected Third Party has been selected by the Evaluation Committee of the BIG IoT Project to implement such Extension.

Whereas the Cascade Funding Partner (the BIG IoT Coordinator) is willing to provide financial support to the Selected Third Party for the implementation of such Extension 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 the BIG IoT Standard Collaboration Agreement (hereinafter the 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 and for the monitoring of the Agreement.

Now therefore it has been agreed as follows:

Section 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 BIG IoT Beneficiary means:
- a) any legal entity directly or indirectly Controlling, Controlled by, or under common Control with that BIG IoT Beneficiary, for so long as such Control lasts; and
 - b) any other legal entity that is listed in Attachment 4 to the CA as being an Affiliated Entity of that Party, where such legal entity is one in which that Party (or a legal entity qualifying as an Affiliated Entity of that Party 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.

Accession Date means the date of the signature of the Declaration of Accession by a Party joining the Action in accordance with the provisions of the GA and this CA.

Action Plan means the description of the Action and the related estimated costs as first defined in Annex 1 and Annex 2 of the GA.

Action Share means, for each Party, that Party's share of the total cost of the Action as initially set out in the GA, unless otherwise agreed by all Parties.

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

- 1.3. Agreement** means this BIG IoT Standard Collaboration Agreement, together with its Annexes.
- 1.4. Background** means any data, know-how or information that is/are:
- a) owned or Controlled by a Participating Partner before 1 January 2016/prior to the Effective Date, and

b) is Needed by another Participating Partner to implement its own tasks under the Extension 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 Extension by its owner.

“Background” means any and all, data, information, know-how and IPRs that is/are:

- (i) owned or Controlled by a Party prior to the Effective Date; or
- (ii) developed or acquired by a Party independently from the work in the Action even if in parallel with the performance of the Action, but solely to the extent that such data, information, know-how and/or IPRs are introduced into the Action by the owning Party.

Confidential Information has the meaning given in Section 10.1 of this CA.

Consortium means the collaborative research grouping in relation to the Action that is constituted by the GA.

Consortium Agreement or **CA** means this agreement.

Consortium Bodies means the bodies which are constituted in accordance with Section 6 of this CA.

Controlled Licence Terms means terms in any licence that require that the use, copying, modification and/or distribution of Software or another copyright work ("**Work**") and/or of any copyright work that is a modified version of or is a derivative work of such Work (in each case, "**Derivative Work**") be subject, in whole or in part, to one or more of the following:

- a) (where the Work or Derivative Work is Software) that the Source Code be made available as of right to any third party on request, whether royalty-free or not;
- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

For the sake of clarity, terms in any licence that merely permit (but do not require any of) these things are not Controlled Licence Terms.

Declaration of Accession means a declaration, in the form provided for in Attachment 2 to this CA, signed by a Party in order to join the Action.

Defaulting Party means a Party which the Project Coordination Committee has identified to be in breach of this CA and/or the GA as specified in Section 4.2 of this CA.

- 1.5. **Exploitation** or **Exploit** means the direct or indirect use of Results in (a) further research activities other than those covered by the Extension, or (b) in developing, creating or marketing a product, or process, or (c) in creating and providing a service, or (d) in standardization activities.
- 1.6. **Extension** means the work detailed in Annex 3 “Specific Collaboration Agreement” to be carried out by the Selected Third Party, with the objective to develop a BIG IoT compliant extension.
- 1.7. **Fair and Reasonable conditions** means appropriate conditions, including possible financial terms, 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 characteristics

of the Exploitation envisaged, and shall include the following understanding: to fall within Fair and Reasonable conditions, the conditions must also be non-discriminatory.

1.8. Feedback means, in the course of or in connection with the Extension, 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 Platform Partner's products or technology used in the Extension.

1.9. 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 Extension as detailed in Annex 3 "Specific Collaboration Agreement".

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

1.11. Funding Authority means the body awarding the grant for the Action.

1.12. Industrial Party means a BIG IoT Beneficiary which is not a Non-Profit Organization.

1.13. Intellectual Property Rights or IPR(s) means: patents, patent applications and other statutory rights in inventions; copyrights (including without limitation copyrights in Software); registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs; and other similar or equivalent forms of statutory protection, wherever in the world arising or available, but excluding rights in Confidential Information and/or trade secrets.

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

1.15. Grant Agreement or GA means the written agreement with the Commission for the carrying out of the Action, including any agreed amendment to such written agreement that may from time to time be in force.

1.16. Indirect Utilisation means that Access Rights for Exploitation granted pursuant to this CA and the GA shall include the right for a Party and its Affiliated Entities and Linked Third Parties to whom such Access Rights are granted to have a third party make, only for the account of and for the use, sale or other disposal by the Party and such Affiliated Entities and Linked Third Parties, products and/or services, provided that the substantial portion of the specifications of such products and/or services has

been designed by or for such Party and such Affiliated Entities and Linked Third Parties.

1.17. Linked Third Party means

- a) in the case of CSI Piemonte: CSP – Innovazione nelle ICT S.C.A.R.L.;
- b) in the case of Bosch Software Innovations GmbH: Robert Bosch GmbH.

There are no further Linked Third Parties of any Party than those expressly mentioned herein.

1.18. Needed means in respect of executing or carrying out the Action, and/or in respect of "Exploitation of Results", technically essential and:

- a) where IPRs are concerned, that those IPRs would be infringed without Access Rights being granted under the GA and this CA;
- b) where Confidential Information is concerned, only Confidential Information which has been disclosed during the Action may be considered as technically essential, except as otherwise agreed between the Parties.

1.1. Participating Partners means the entities and organizations participating in the Extension, being: (a) the Selected Third Party, (b) the Cascade Funding Partner, (c) any other BIG IoT Beneficiary.

1.2. Industrial Party means a BIG IoT Beneficiary which is not a Non-Profit Organization.

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

1.4. Needed means in respect of executing or carrying out the Extension, 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 Extension may be considered as technically essential, except as otherwise agreed in writing between the Participating Partners.

1.5. Non-Profit Organization 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.

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

1.19. Object Code means Software in machine-readable compiled and/or executable form

including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other Software.

- 1.20. Project Coordination Committee** means the Consortium Body established in accordance with Section 6.3.1 of this CA.
- 1.21. Result(s)** shall have the meaning given to it in the Rules, meaning any tangible or intangible output of the Action, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the Action as well as any rights attached to them, including Intellectual Property Rights.
- 1.22. Subcontractor** means any third party engaged by a Party to carry out any of that Party's tasks in relation to the Action.
- 1.23. Software** means a software program being sequences of instructions to carry out a process in, or convertible into, a form executable by a computer, and fixed in any tangible medium of expression.
- 1.24. Source Code** means Software in human-readable form normally used to make modifications to it, including but not limited to comments and procedural code such as job control language and scripts to control compilation and installation.
- 1.25. Technical Management Committee** means the Consortium Body established in accordance with Section 6.3.2 of this CA.
- 1.26. Needed** means in respect of executing or carrying out the Extension, and/or in respect of Exploitation of Results, technically essential and:
- 1.27.** where intellectual property rights are concerned, that those intellectual property rights would be infringed without Access Rights being granted under this Agreement;
- 1.28.** where Confidential Information is concerned, only Confidential Information which has been disclosed during the Extension may be considered as technically essential, except as otherwise agreed in writing between the Participating Partners.
- 1.29. Non-Profit Organization** 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.
- 1.30. Participating Partners** means the entities and organizations participating in the Extension, being: (a) the Selected Third Party, (b) the Cascade Funding Partner, (c) any other BIG IoT Beneficiary.
- 1.31. Results** means any tangible or intangible outputs of the Extension, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the Extension, as well as any rights attached to them, including intellectual property rights.
- 1.32. Subcontractor** means any third party engaged by a Party to carry out any of that Party's tasks in relation to the Action.
- 1.33. Software** means a software program being sequences of instructions to carry out a process in, or convertible into, a form executable by a computer, and fixed in any tangible medium of expression.
- 1.34. Source Code** means Software in human-readable form normally used to make modifications to it, including but not limited to comments and procedural code such as job control language and scripts to control compilation and installation.
- 1.35. Technical Management Committee** means the Consortium Body established in accordance with Section 6.3.2 of this CA.

Section 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 selection of Third Parties through Open Calls. Under the BIG IoT Grant Agreement and 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 as 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.

Section 3: Terms and Conditions for the Financial Support

- 3.1.** The Selected Third Party shall take part in the Extension 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 Collaboration Agreement” at the latest and shall report to the Cascade Funding Partner on the activities’ progress in regular intervals as indicated in Annex 3 “Specific Collaboration Agreement”. 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.** The Cascade Funding Partner shall give Financial Support for the Extension carried out by the Selected Third Party, within the limits and in accordance with the schedule of payments specified in Annex 3 “Specific Collaboration Agreement”.

The Selected Third Party shall be entitled to claim eligible costs for the Extension as described in Annex 2 of this Agreement. The financial support shall take the form of a reimbursement of eligible costs equal to the amount of EUR [tbi]. As a financial support provided by the Project to the Selected Third Party, the following scheduled payments apply:

- 40% of the overall financial support as advance payment after the signature of this Agreement with the Cascade Funding Partner;
 - 30% of the overall financial support as interim payment based on the evaluation by the BIG IoT consortium of the Intermediate Report, edited and provided by Selected Third Party by midterm (after half of the Extension’s duration has passed from the Extension starting date).
 - 30% of the overall financial support as Final payment subject to the evaluation by the BIG IoT Consortium of Final Report, edited and provided by Selected Third Party at the end of the Extension’s duration and (eventually) following a formal approval of the report and the work at a Technical Project Review by the EC.
- 3.3.** The Selected Third Party shall provide two Reports on performed activities and

related costs report to the Cascade Funding Partner. The Selected Third Party shall use the reporting template in **Annex 2**. The following elements shall at least be included in these costs reports :

- a) The identification of the Extension ;
- b) Detailed information on technical results and further development
- c) Detailed information and documentation on the costs incurred for the implementation of the Extension that permit justification of the eligibility of the costs.

No payment will be done by the Cascade Funding Partner if no sufficient evidence document is presented by the Selected Third Party and relevantly approved. As mentioned in above art. 3.3, two reports are planned:

- a) Intermediate Report: by midterm (after half of the Extension's duration has passed from the Extension starting date);
- b) Final Report: at the end of the Extension's duration and (eventually) following a formal approval of the report and the work at a Technical Project Review by the EC.

- 3.4.** 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, if applicable, in accordance with the schedule set forth in Annex 3 "Specific Collaboration Agreement" 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 the Cascade Funding Partner of the corresponding deliverable(s) identified in Annex 3 "Specific Collaboration Agreement". The payment shall be made as indicated in Annex 3 "Specific Collaboration Agreement" 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. In turn, the Selected Third Party should send a written acknowledgement upon the reception of the payment.
- 3.5.** The Selected Third Party is aware that if the Cascade Funding Partner shall have to collect (deduct) and pay any withholding tax to the competent fiscal authorities of Germany to be charged upon the amount of the Financial Support to the Selected Third Party in accordance with the applicable double taxation treaty between Germany and the Selected Third Party's country, then the amount of the Financial Support to be paid shall be reduced by the amount of the said withholding tax. The Cascade Funding Partner shall pay in due time said tax and promptly provide the Selected Third Party with copies of any receipt evidencing the payment of the withholding tax, so that the Selected Third Party may benefit from the above mentioned treaty.
- 3.6.** The collaboration between Selected Third Party and Cascade Funding Partner will last five (5) months or less. The start date of the Extension is **[start date]** and the end date is **[end date]**.

Section 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 Cascade Funding Partner and/or any other BIG IoT Beneficiary and shall fully indemnify all of the latter from any third party claim resulting from a breach of these obligations.
- 4.3. Subject to the following provisions of this Section 4, the general provisions of Belgian law governing liability (including both contractual and non-contractual liability) shall apply to any claim between the Parties for loss or damage caused by a Party, its employees, agents and Subcontractors and arising in connection with the Extension.
- 4.4. Subject to the provisions of Section 4.8 of this Agreement, the aggregate liability of the Cascade Funding Partner for any reason whatsoever arising out of and/or in connection with this Agreement shall in any case be limited to the amount of the Financial Support provided to the Selected Third Party hereunder.
- 4.5. In respect of any information or materials (including Results and Background) supplied by one Party to another or to a BIG IoT Beneficiary, or by a BIG IoT Beneficiary involved in the Extension to a Party, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party 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
 - the respective Party granting Access Rights shall be liable vis-à-vis the other Party in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities or Linked Third Parties) exercising its Access Rights.
- 4.6. To the extent permissible under applicable law and except as otherwise provided specifically below in this Section 4, in no event shall any Party be liable in connection with this Agreement for any of the following, however caused or arising, on any theory of liability, and even if such Party was informed or aware of the possibility thereof:
- loss of profits, revenue, income, interest, savings, shelf-space, production and business opportunities;
 - lost contracts, goodwill, and anticipated savings;
 - loss of or damage to reputation or to data;
 - costs of recall of products; or
 - any type of indirect, incidental, punitive, special or consequential loss or damage.

- 4.7.** For the avoidance of doubt, the exclusions and limitations stated in Sections 4.5 and 4.6 above shall not apply in respect of any infringement of the IPRs of any other Party or any Affiliated Entity or Linked Third Party of any other Party, which is the result of any activity or use of such IPRs that exceeds the scope of the Access Rights granted by the GA or this CA, or that is not in compliance with the associated terms and conditions upon which the Access Rights have been granted.
- 4.8.** The exclusions and limitations stated in Sections 4.4, 4.5 and 4.6 above shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the negligence or wilful act of such Party, its directors, employees and agents; wilful misconduct, gross negligence, wilful breach by a Party of any obligation accepted under this Agreement; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.
- 4.9.** Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of Results or Background.
- 4.10.** The Selected Third Party shall fully and exclusively bear the risks and has any and all liabilities arising out of and/or in connection with the Extension for which Financial Support is granted by the Cascade Funding Partner. The Selected Third Party shall indemnify the BIG IoT Beneficiaries and the Cascade Funding Partner for any and all damages, losses, penalties, costs and expenses which the BIG IoT Beneficiaries and/or the Cascade Funding Partner would incur or have to pay to the European Commission and/or to any third parties with respect to such Extension financially supported and/or for any damages and losses in general which the BIG IoT 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 BIG IoT Beneficiary 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 Cascade Funding Partner. Moreover, the Selected Third Party shall indemnify and hold the BIG IoT 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.

Section 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 BIG IoT Beneficiaries.

5.1 Ownership of Results

Results are owned by the Party or by the BIG IoT Beneficiary that generates them.

5.2 Joint Results

The Selected Third Party and one or several BIG IoT Beneficiaries (the “Contributors”) shall own Results jointly if:

- (a) they have jointly generated them; and
- (b) it is not possible to:
 - (i) establish the respective contribution of each Contributor; or
 - (ii) separate them for the purpose of applying for, obtaining or maintaining their protection,

wherein the Parties and the other BIG IoT Beneficiaries expect (b) to occur only in exceptional circumstances.

Each Contributor shall have an equal, undivided interest in and to a joint Result as well as in and to resulting Intellectual Property Rights in all countries, unless otherwise provided in this Section 5.2.

Each of the Contributors and their Affiliated Entities and Linked Third Parties shall be entitled to exploit the jointly owned Result as they see fit, and shall be entitled to grant non-exclusive licences, without obtaining any consent from, paying compensation to, or otherwise accounting to any other Contributor(s). After seeking and obtaining the written approval of the other Contributor(s), each Contributor is also entitled to use the Jointly Owned Results in internal teaching activities. Such approval is not to be unreasonably withheld, and it will only need to be obtained from the other Contributors once, i.e. before the first use of a Jointly Owned Result in internal teaching activities.

Each Contributor that is a joint owner of Intellectual Property Rights protecting such jointly owned Result shall have the right to bring an action for infringement of any such jointly owned Intellectual Property Rights only with the consent of the other joint owner(s). Such consent may only be withheld by another joint owner who demonstrates that the proposed infringement action would be prejudicial to its commercial interests.

Following generation of a joint Result, the Contributors shall enter into good faith discussions in order to agree on an appropriate course of action for filing application(s) for Intellectual Property Rights in such joint Result, including the decision as to which Contributor is to be entrusted with the preparation, filing and prosecution of such application(s) and in which countries of the world such application(s) for Intellectual Property Rights are to be filed. Except for any priority application(s), the filing of any application(s) for Intellectual Property Rights on joint Results shall require mutual agreement between the Contributors. Save as otherwise explicitly provided herein, all costs related to application(s) for Intellectual Property Rights in joint Results and Intellectual Property Rights resulting from such application(s) shall be shared equally between the joint owners.

In the event that one of the joint owners of an Intellectual Property Right or an application for an Intellectual Property Right on a joint Result wishes to discontinue the payment of its share of the maintenance fees or other costs in any particular country or territory (the “**Relinquishing Owner**”), the Relinquishing Owner shall promptly notify the other joint owner(s) of its decision, and the other owner(s) may take over the payment of such share. The Relinquishing Owner shall forthwith relinquish to the other owner(s) who continues such payments, its right, title to and interest in such jointly

owned Intellectual Property Right for the countries or territories concerned, subject, however, to the retention of a non-transferable, non-exclusive, royalty-free and fully paid-up license, without the right to grant sub-licences, for implementation of the Action and for exploitation, for the lifetime of the Intellectual Property Right in or for the countries or territories concerned in favour of, and for the use by, the Relinquishing Owner as well as such Relinquishing Owner's Affiliated Entities and Linked Third Parties.

If a joint owner does not want to participate in costs already before the first filing it will offer its share in the jointly owned Result to the other joint owner(s) for transfer against Fair and Reasonable conditions.

However, the joint owners shall nevertheless be at liberty to agree in writing something different to this Section 5.2, so long as such different agreement does not adversely affect the Access Rights or other rights of the other BIG IoT Beneficiaries provided under the GA or this CA.

5.3 Transfer of Results

The Selected Third Party may only transfer ownership of its Results (including without limitation its share in Results that it owns jointly with the Cascade Funding Partner or another BIG IoT Beneficiary and all rights and obligations attached to such Results) upon the prior written consent of the Cascade Funding Partner.

Any transfer of ownership of Results made by the Selected Third Party under this Section 5.3 shall be made subject to the Access Rights, the rights to obtain Access Rights and the right to disseminate Results that are granted to the Cascade Funding Partner and/or other BIG IoT Beneficiaries and their Affiliated Entities and Linked Third Parties. Therefore, the Selected Third Party shall ensure that such transfer does not prejudice such rights of the Cascade Funding Partner and/or other BIG IoT Beneficiaries or their Affiliated Entities or Linked Third Parties, and the Selected Third Party shall pass on its obligations regarding the transferred Results to the transferee, including the obligation to pass them on to any subsequent transferee. The obligations under this Section 5.3 apply for as long as other parties have - or may request - Access Rights to Results, as provided in is Agreement or the CA.

Regarding transfer of ownership of a Party's share in Results that it jointly owns with the Cascade Funding Partner and/or another BIG IoT Beneficiary, the other joint owner(s) shall have a preemptive right. The co-owner willing to sell its share in a given Result will give the other co-owners the opportunity to acquire its share of the jointly owned Result, or Results, in question, at the terms previously negotiated with a third party by the co-owner willing to sell its share. Such preemptive right will need to be exercised within four (4) weeks' written notice to the other joint owner(s). In the event that the other joint owner(s) decline(s) the offer to acquire the joint ownership share, or that the other joint owner(s) does or do not reply within four (4) weeks from receipt of the written notice, then the transferor can continue the transfer.

5.4 Dissemination

During the Extension and for the period of 3 (three) years after the end of the Action, the dissemination of Results by the Selected Third Party, including but not restricted to publications of whatever form (excluding patent applications(s) and other registrations of IPRs), shall be governed by the procedure of Article 29.1 of the Grant Agreement (to be applied mutatis mutandis), subject to the following provisions:

Prior written notice of the final version of any planned publication shall be given to the Cascade Funding Partner at least forty-five (45) days before the planned publication submission date. Any objection to the planned publication shall be made in writing to the Selected Third Party within thirty (30) days after receipt of the written notice by the Cascade Funding Partner. If no objection is made within the time limit stated above, the publication is permitted.

An objection to a planned publication by the Selected Third Party is justified if:

- (a) the protection of the Cascade Funding Partner's or another BIG IoT Beneficiary's Results or Background is adversely affected; and
- (b) the proposed publication includes Confidential Information of the Cascade Funding Partner or another BIG IoT Beneficiary; or
- (c) the Cascade Funding Partner's or another BIG IoT Beneficiary's legitimate academic or commercial interests would be significantly harmed.

Any and all objection(s) shall include, to the extent possible, a precise request for necessary modifications.

If an objection has been raised on one or more of the above mentioned grounds, the objecting party and the Selected Third Party shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting Confidential Information before publication) and the objecting party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The Selected Third Party may not include in a dissemination activity any of the Cascade Funding Partner's or another BIG IoT Beneficiary's Results (which are not publically available), nor any Background and/or Confidential Information of the aforementioned entities without such party's or parties' prior written approval. In this respect, the mere absence of an objection is never to be considered as an approval.

5.5 Names, logos and trademarks: No license

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

5.6 Contributions to Standards

No Party shall have any obligation pursuant to this CA to make any contribution for incorporation of its own Result, in any European or other standard.

The Selected Third Party shall not have the right to contribute to a standard or allow the contribution to a standard of any data which constitutes a Result, Background or Confidential Information of the Cascade Funding Partner or another BIG IoT Beneficiary, even where such data is amalgamated with the Selected Third Party's Result, Background, or Confidential Information or other information, document or material. Any such contribution without such other party's written agreement justifies, in addition to any other available remedies, objection to the contribution by the party concerned.

5.7 Access Rights

5.7.1

For the purpose of this Section 5.7, Background shall mean the Background as listed in the Annex 3 “Specific Collaboration Agreement” and validated by the Participating Partners for the concerned Extension. Notwithstanding anything else in this Agreement, there shall be no obligation to grant, and no right to be granted, Access Rights to any Background that is not listed as included in the Specific Collaboration Agreement (“Unlisted Background”). The Selected Third Party agrees not to use, in the implementation of the Action, any Unlisted Background, if such use would result in such Unlisted Background being needed by the Cascade Funding Partner or another BIG IoT Beneficiary for implementation of the Action or exploitation of any Results. However, if the Selected Third Party uses Unlisted Background held by it in a manner that such Unlisted Background becomes Needed by the Cascade Funding Partner or another BIG IoT Beneficiary for implementation of the Action or exploitation of any Results, then such Unlisted Background shall be deemed not to be excluded from obligations to grant Access Rights in accordance with this Agreement and shall be deemed included in the Specific Collaboration Agreement.

5.7.2

Access Rights to Background and to any Results of the GA and CA may be requested by the Selected Third Party from the Participating Partner in question only if and to the extent that the following conditions are met:

The Selected Third Party Needs such listed Background or Results for implementation of its tasks in the Extension. To the extent that this is the case, the Selected Third Party will have Access Rights to such Background and/or Results for the duration of the Extension on a non-exclusive, non sublicensable and royalty-free basis, solely to the extent Needed to implement its tasks in the Extension;

The Selected Third Party Needs such listed Background and/or Results for the exploitation of its own Results. Where this is the case and subject to the limitations stated in the Specific Collaboration Agreement, the Selected Third Party shall be granted Access Rights to such Background and/or Results on Fair, Reasonable and Non Discriminatory conditions and upon a separate written bilateral agreement between the Selected Third Party and the respective Participating Partner. The Selected Third Party may make a request for Access Rights for exploitation may be made up to thirty-six months after the end of the Extension. For the sake of clarification only, no requests for receiving Access Rights pertaining to the implementation of the Extension may be made anymore after the termination of this Agreement.

5.7.3

The Cascade Funding Partner and any BIG IoT Beneficiaries involved in the Extension enjoy the same Access Rights on Background or Results owned by the Selected Third Party for implementation of the Extension or, direct or indirect exploitation of their Results, under the same conditions mentioned here above.

5.7.4

To the extent that Background to be provided by the Selected Third Party consists of data, the Selected Third Party will make such Background available to the Cascade Funding Partner and other Participating Partners, as well as to selected third parties in a future open call during the Action, also for the purposes of the Action and such further open call, and at the same terms as set out in this Section 5.7 for the Extension.

5.7.5

When a Party is unable, because of third party rights, to grant Access Rights to its own Background, it will immediately notify the other Party in writing, and the Parties (and potentially further Participating Partners) will decide in due course how to proceed.

Fair and Reasonable Conditions to the potential benefit of any requesting party mentioned in Subsections 5.7.3/4 above refer to the fact that such party and the granting party have collaborated in the Extension to their mutual benefit. Such requesting party shall therefore be offered conditions which are preferable to those offered to external third parties.

For the avoidance of doubt, any Access Rights granted under this Agreement expressly exclude any rights to grant sub-licences, unless expressly stated otherwise in this CA or agreed in writing between the Parties concerned.

Results and/or Background shall be used by the non-owning Party only for the purposes for which Access Rights to such Results and/or such Background have been granted and are subject to the conditions set forth in this Agreement.

As far as not deemed granted, all requests for Access Rights shall be made in writing.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

Any and all Access Rights for exploitation granted pursuant to this Agreement include the right of **Indirect Utilisation**.

In addition to the obligations pursuant to the GA, each Party shall, to the fullest extent it can lawfully do so, ensure that it can grant Access Rights and fulfil the obligations under this Agreement notwithstanding any rights of its employees in Results so created.

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.

5.7.6

When granting any Access Rights under this Agreement, the Selected Third Party hereby grants, or shall cause any of its Affiliated Entities owning any Background and/or Results to grant, the Cascade Funding Partner and any further Participating Partner, a royalty-free and fully paid up sub-license right, on any Access Rights to which such party is granted Access Rights under this Agreement, solely and exclusively for the benefit of such Party's Affiliated Entities **and Linked Third Parties**. In sub-licensing any Access Rights to its Affiliated Entities or Linked Third Parties, each Party shall ensure that its Affiliated Entities and Linked Third Parties are bound by the relevant and applicable rights and obligations provided in this CA, including without limitation appropriate undertaking as to Confidentiality but excluding obligations to implement the Action and to provide Action deliverables.

Access Rights granted to any Affiliated Entity or Linked Third Party are subject to the conditions attached to the Party granting such sub-licence (if any) and subject to continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

For the avoidance of doubt, this Section 5.7.5 of this Agreement is intended to confer a benefit on Affiliated Entities and Linked Third Parties of the Parties by affording them the opportunity to obtain

Access Rights, but it shall not oblige any Affiliated Entity or Linked Third Party of any Party to accept the granting of any Access Rights.

5.7.7

Upon any Legal Entity ceasing to be an Affiliated Entity or Linked Third Party of a Party, any Access Rights granted to such Legal Entity shall lapse, provided however that the provisions of paragraphs (A) and (B) below will apply with respect to:

(i) any Results, or Background to which such Legal Entity has been granted Access Rights pursuant to this Agreement; and

(ii) any Party's Confidential Information that has been used by such Legal Entity in accordance with the provisions of this Agreement,

and that, at the time of cessation of such Legal Entity's Affiliated Entities' (or Linked Third Parties') status, has been:

- incorporated into the products, processes or services of such entity (hereinafter referred to as "**Products, Processes and Services**"); or
- amalgamated with such Legal Entity's own information.

(A) With respect to such Confidential Information: such Legal Entity may continue to use the Confidential Information in its Products, Processes and Services in a manner in which the Confidential Information was being used prior to the time of cessation of such Legal Entity's Affiliated Entity, or Linked Third Party, status.

(B) With respect to such Background, and Results other than Confidential Information: at the request of such Legal Entity, the Parties shall grant non-exclusive licenses to such Legal Entity under such Background, and Results for use in such Legal Entity's Products, Processes and Services on the same terms and conditions as the corresponding Access Rights granted in accordance with this Agreement to the Party of which such Legal Entity was an Affiliated Entity or Linked Third Party, provided that no commercial interest of such Parties opposes the grant of such licenses.

Upon any Legal Entity ceasing to be an Affiliated Entity or Linked Third Party of a Party, the licenses or user rights previously granted by such Legal Entity to any Party and/or its Affiliated Entities and/or its Linked Third Parties under or in respect of Background, or Results shall continue in full force and effect.

5.7.8

For the avoidance of doubt, the general provisions for Access Rights provided for in other Subsections of this Section 5.7 of this Agreement are applicable also to Software as far as not modified by this Subsection 5.7.8

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

The Selected Third Party may use in the Extension the Software (and other material, where applicable) that it has listed in Annex 3 together with the applicable Controlled Licence Terms, including their version number. In all other cases, the intended introduction of material (including, but not limited to

Software) under Controlled Licence Terms in the Extension requires the approval of the Cascade Funding Partner to implement such introduction in the Extension.

No Access Rights to any Background or Results shall include the right to sub-licence such Background or Results upon Controlled Licence Terms (and accordingly none of them shall be sub-licensed upon Controlled Licence Terms) unless agreed expressly in writing by the Party granting the Access Rights.

Access Rights to Software which are Results shall comprise:

- Access to the Object Code; and
- where normal use of such an Object Code requires an API, Access to the Object Code and such an API; and
- if a party entitled to Access Rights according to Subsections 5.7.2 or 5.7.3 can show that the execution of its tasks under the Extension or the exploitation of its own Results is technically impossible without Access to the Source Code, Access to the Source Code to the extent Needed.

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

Where a Party has Access Rights to Object Code and/or APIs which is Results for exploitation, such Access shall, in addition to the Access for exploitation foreseen in Subsections 5.7.2 or 5.7.3 of this Agreement, as far as Needed for the exploitation of the Party's own Results, comprise the right:

- (i) to make an unlimited number of copies of Object Code and APIs; and
- (ii) to distribute, make available, communicate to the public, market, sell and offer for sale (including using services of a third party) such Object Code and APIs alone or as part of or in connection with products, processes or services of the Party having the Access Rights; and
- (iii) to use the Object Code and API in research and development, and to create or market any product, process or service, and to use them to create or provide any service.

provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights for the exploitation of Object Code and APIs for the Party's own Results.

Access Rights to Object Code shall, as far as Needed for the Exploitation of a Party's own Results, comprise the right to grant to end-user customers buying/using the product/services, a sub-license to the extent as necessary for the normal use of the relevant product or service to use the Object Code or APIs alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as Needed:

- to maintain such product/service;
- to create for its own end-use interacting interoperable software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs

Where a Party has Access Rights to Object Code and/or APIs which is Needed and Background as provided under Subsections 5.7.2 or 5.7.3 of this Agreement for Exploitation, Access Rights exclude the right to sub-licence. Such sub-licensing rights may, however, be negotiated between the Parties.

Where, in accordance with this Subsection 5.7.8, a Party has Access Rights to Source Code which is a Result for exploitation, then, as far as Needed for the exploitation of said Party's own Results, such Access Rights shall comprise a worldwide right to perform, to make or have made copies, to modify or have modified, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service. Such rights on the Source Code, however, excluding the right to grant a sub-licence to any third parties other than Affiliated Entities.

Access Rights to Source Code under this Subsection 5.7.8 for the exploitation of a Party's own Results shall include the right to sub-licence Source Code solely for purpose of error correction, maintenance and/or support of the Software. Further sub-licensing of Source Code is explicitly excluded.

For the avoidance of doubt, where a Party has Access Rights to Source Code which is Background for exploitation, Access Rights exclude the right to sub-licence to any third parties (other than Affiliated Entities and Linked Third Parties). Such sub-licensing rights may, however, be negotiated between the Parties.

Each sub-licence granted according to the provisions of this Subsection 5.7.8 of this Agreement where possible shall be made by a written agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

Section 6: Confidentiality

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to the other Party (the "Recipient") in connection with the Extension 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 Recipient hereby undertakes for the duration of the Extension and a period of 3 (three) years after the end of the Extension:

- 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 an Affiliated Entity or a Linked Third Party without the prior written consent by the Disclosing Party, wherein the Recipient must in each case ensure that an arrangement is in place prior to such disclosure that subjects the third party to provisions at least as strict as provided in this Section 6;
- to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care); and
- to ensure that internal distribution of Confidential Information by a Recipient to its employees its Affiliated Entities, Linked Third Parties and Subcontractors shall take place on a need-to-know basis.

The Recipients shall be responsible for the fulfillment of the above obligations on the part of

their employees involved in the Extension and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Extension and/or after the termination of the contractual relationship with the employee or third party.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party has informed the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information has been 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 mandatory 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 confidence 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 further provisions of this Section. However, any disclosure upon this requirement does not change the status of confidentiality to the extent the Confidential Information does not become public as a consequence of said disclosure.

Each Recipient or Disclosing Party shall promptly advise the other Recipient or Disclosing Party in writing of any unauthorized 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 (i) notify the Disclosing Party, and (ii) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information at the Disclosing Party's expense.

As far as the 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. The Parties agree that any Background, Results, Confidential Information and/or any and all data and/or information that is provided, disclosed or otherwise made available between the Parties during the implementation of the Action and/or for any Exploitation activities ("Shared Information"), shall not include personal data as defined by Article 2, Section (a) of the Data Protection Directive (95/46/EEC) (hereinafter referred to as "Personal Data"). Accordingly the Parties agree that they will take all necessary steps to ensure that all Personal Data is removed from the Shared Information, made illegible, or otherwise

made inaccessible (i.e. de-identify) to the other Parties prior to providing the Shared Information to such other Parties. Should any Party come into contact with Personal Data during the implementation of the Action and/or during any Exploitation activities (“Recipient of Personal Data”) which has been provided, disclosed or otherwise made available by any other Party (“Provider of Personal Data”), then such Provider of Personal Data hereby instructs the Recipient of Personal Data to de-identify such information on the Provider of Personal Data’s and/or its Affiliated Entities’ and Linked Third Parties’ behalf and authorises Recipient of Personal Data to process the information containing Personal Data in accordance with such Provider of Personal Data’s and/or its Affiliated Entities’ and/or Linked Third Parties’ obligations as data processor(s), and Recipient of Personal Data undertakes to keep the Shared Information containing Personal Data confidential and secure until the information has been de-identified; all under and in accordance with applicable data protection laws. Should two or more Parties notice that their work on the action will require the exchange of Personal Data which cannot be treated in accordance with the preceding sentence, then such Provider of Personal Data and such Recipient(s) of Personal Data shall negotiate, and enter into, a more detailed data processing agreement.

Section 7: 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 BIG IoT Beneficiaries are entitled to include the main issues and information regarding the Extension in their reporting towards the European Commission, subject to prior written notification to the Selected Third Party.

Section 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 authorized by the European Commission in order to check that the Extension and the provisions of this Agreement are being properly implemented.

The Selected Third Party shall keep at the European Commission’s disposal all original documents, especially accounting and tax records, 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 GA.

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 authorized 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 authorized 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. Articles 22 and 23 of the Grant Agreement, reproduced in Annex 1, also apply to the Selected Third Party.

Section 9: Termination

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

- 9.1.** 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,
- 9.2.** 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
- 9.3.** 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, or
- 9.4.** if the Grant Agreement and/or the Consortium Agreement is terminated, regardless of the reason for such termination.

In any case of expiration or termination of the present Agreement, the Cascade Funding Partner shall exclusively be liable to the extent it is obligated to give financial support to the Selected Third Party for the Extension (or part of it) as formally approved by the European Commission.

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

Section 10: Concluding Conditions

- 9.1.** The Selected Third Party's high level of expertise in the field of the Extension played a crucial role in the selection of the Selected Third Party for the implementation of the Extension. The Selected Third Party may therefore not assign or transfer any of its rights and/or obligations under this Agreement, nor enter into subcontracts pertaining to any part of the Extension without the prior

written approval of the Cascade Funding Partner.

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

9.3. The Parties shall reasonably endeavour to settle their disputes amicably. If, however, no settlement of any dispute under this Agreement has been possible to achieve, after the Parties' reasonable endeavours to settle such dispute(s) amicably, the provisions of the following paragraph shall be applicable to any such dispute's settlement.

All disputes directly arising under this Agreement (other than disputes relating to the infringement and/or validity of IPR which shall be the exclusive jurisdiction of the competent court), which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Brussels.

The Parties involved in a dispute may unanimously agree in writing to submit a dispute

(a) first to mediation in accordance with the WIPO Mediation Rules, wherein the place of mediation shall be Brussels unless otherwise agreed upon, and the language to be used in the mediation shall be English unless otherwise agreed upon;

(b) and, if, and to the extent that, any such dispute has not been settled pursuant to the mediation in (a) within 60 calendar days of the commencement of the mediation, instead of the competent courts in Brussels as set out in the preceding paragraph of this Section, upon the filing of a Request for Arbitration by either Party, to arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. In any scenario described in this item (b), the place of arbitration shall be Brussels unless otherwise agreed upon, and the language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

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

Section 11: Annexes

Annex 1: Grant Agreement Specific Obligations

Annex 2 : Technical report template

Annex 3 - Specific Collaboration Agreement

Section 12: Signatures

Done in two originals, one for each Party.

Cascade Funding Partner

Selected Third Party

Annex 1: Grant Agreement Specific Obligations

The Selected Third Party has to fulfill the obligations described in Articles 22, 23, 23a, 34, 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.

In this Annex 1, the term “**action**” means “**Extension**”, the term “**beneficiary**” means “**Selected Third Party**” and the term “**grant**” means “**Extension**”.

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 883/2013¹ and No 2185/96² (and in accordance with their provisions and

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

² Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and
Intern

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 966/2012³, 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

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

inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

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

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 amounts to be rejected will be determined 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.

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

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the flat-rate the Commission intends to apply according to the principle of proportionality.

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

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

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

22.6 Consequences of non-compliance

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

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

ARTICLE 23 — EVALUATION OF THE IMPACT OF THE ACTION

23.1 Right to evaluate the impact of the action

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

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

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

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

23.2 Consequences of non-compliance

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

ARTICLE 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 activities⁴.

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.

⁴ Commission Recommendation C (2008) 1329 of 10.4.2008 on the management of intellectual property in knowledge transfer activities and the Code of Practice for universities and other public research institutions attached to this recommendation.

ARTICLE 34 — ETHICS

34.1 Obligation to comply with ethical principles

The beneficiaries must carry out the action in compliance with:

- (a) ethical principles (including the highest standards of research integrity — as set out, for instance, in the European Code of Conduct for Research Integrity⁵ — and including, in particular, avoiding fabrication, falsification, plagiarism or other research misconduct) and
- (b) applicable international, EU and national law.

Funding will not be granted for activities carried out outside the EU if they are prohibited in all Member States.

The beneficiaries must ensure that the activities under the action have an exclusive focus on civil applications.

The beneficiaries must ensure that the activities under the action do not:

- (a) aim at human cloning for reproductive purposes;
- (b) intend to modify the genetic heritage of human beings which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed), or
- (c) intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

34.2 Activities raising ethical issues

Activities raising ethical issues must comply with the ‘ethics requirements’ set out in Annex 1.

Before the beginning of an activity raising an ethical issue, the coordinator must submit (see Article 52) to the Commission copy of:

- (a) any ethics committee opinion required under national law and
- (b) any notification or authorisation for activities raising ethical issues required under national law.

If these documents are not in English, the coordinator must also submit an English summary of the submitted opinions, notifications and authorisations (containing, if available, the conclusions of the committee or authority concerned).

If these documents are specifically requested for the action, the request must contain an explicit reference to the action title. The coordinator must submit a declaration by each beneficiary concerned that all the submitted documents cover the action tasks.

34.3 Activities involving human embryos or human embryonic stem cells

Activities involving research on human embryos or human embryonic stem cells may be carried out only if:

- they are set out in Annex 1 or

⁵ The European Code of Conduct for Research Integrity of ALLEA (All European Academies) and ESF (European Science Foundation) of March 2011.

- the coordinator has obtained explicit approval (in writing) from the Commission (see Article 52).

34.4 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 35 — CONFLICT OF INTERESTS

35.1 Obligation to avoid a conflict of interests

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

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

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

35.2 Consequences of non-compliance

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

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

ARTICLE 36 — CONFIDENTIALITY

36.1 General obligation to maintain confidentiality

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

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

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

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

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

- (a) need to know to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

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

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

- (a) this is necessary to implement the Agreement or safeguard the EU's financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

Under the conditions set out in Article 4 of the Rules for Participation Regulation No 1290/2013⁶, 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:

⁶ Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)" (OJ L 347, 20.12.2013 p.81).

For communication activities: *“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 688038”.*

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 688038”.*

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 the Commission responsibility

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

38.2 Communication activities by the Commission

38.2.1 Right to use beneficiaries’ materials, documents or information

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

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

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

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

- (a) use for its own purposes (in particular, making them available to persons working for the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) editing or redrafting for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) translation;
- (e) giving access in response to individual requests under Regulation No 1049/2001⁷, without the

⁷ 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.

right to reproduce or exploit;
(f) storage in paper, electronic or other form;
(g) archiving, in line with applicable document-management rules, and
(h) the right to authorise third parties to act on its behalf or sub-license the modes of use set out in Points (b),(c),(d) and (f) to third parties if needed for the communication and publicizing activities of the Commission.

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

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

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

38.3 Consequences of non-compliance

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

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

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 (see Article 57) or by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

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

[insert BIG IoT logo]

Intermediate Report/Final Report on Extensions	
Acronym of Extension:	
Full Title:	
BIG IoT call identification:	
Starting date of the Extension:	
Duration of the Extension:	
Name of Third Party:	

Part A. Summary of the work performed so far

Max 300 words

The information in this section may be used in public documents and reports by the BIG IoT consortium

Part B. Detailed description

Describe the achievements so far and the deviation incurred during the implementation for each of the item below.

- B.1 Concept, Objectives, Set-up and Background

Briefly describe the Extension objectives, key deliverables and outputs realized so far.

- B.2 Technical Results

In this section you should describe what and how has been done regarding the different technical/substantial components of the extension

- B.3 Lessons learned

Compare the results achieved against the objectives: clearly assess whether the objectives were met and describe the successes and lessons learned.

- B.4 Impact

Describe Impact that would enhance innovation capacity, create new market opportunities, strengthen competitiveness and growth of companies, or bring other important benefits for society, potential for technical and commercial application, etc. Describe how the proposed extension has sufficient sustainable benefits for the BIG IoT project.

Part C. Resources

- C.1 Resources Deployed

Complete the following table concerning the incurred project costs and comment on each of the cost categories focusing particularly on discrepancies compared to awarded budget. Besides the table below, extra information can be provided to support the requested funding and which may help to judge the cost to the BIG IoT project.

Extension Costs Incurred			
Cost category	Budget according to the BIG IoT Standard Collaboration Agreement	Costs incurred within the extension duration	%
1. Personnel			
2. Equipment			
3. Other goods and services			
4. Travel			
TOTAL			

- C.2 Further development and exploitation

Describe the plan for further development and exploitation related to the Extension and its successful conclusion and/or beyond the finalization of the collaboration with BIG IoT project.

Annex 3 - Specific Collaboration Agreement

BIG IoT Specific Collaboration Agreement

This BIG IoT Specific Collaboration Agreement for implementation of the Extension by the Selected Third Party, hereinafter referred to as the “Specific Collaboration Agreement”, is entered into by and between:

Siemens Aktiengesellschaft („Cascade Funding Partner“), established at Werner-von-Siemens-Straße 1, 80333 Munich, Germany

and

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

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

Whereas the Cascade Funding Partner and the Selected Third Party have agreed the main terms and conditions to implement the Extension in the course of the BIG IoT Project by signing the Standard Collaboration Agreement n° BIG IoT ... which forms a part of this Specific Collaboration Agreement.

Now therefore it has been agreed as follows:

1. Terms and Conditions for the Extension

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

Description of the Extension	
Acronym	
Full Title	
BIG IoT Call Identifier	
Starting date of the Extension	
Duration of the Extension	
Date of selection of the Selected Third Party	

Extension Outcomes	
Expected results in terms of Extension	
Expected results in terms of building blocks, IPs, software and hardware solution	

Implementation of the Extension	
Outline scope of work	
Deliverable 1	<Title of Deliverable>
Description	
Submission Date	
Inputs	
Deliverable 2	<Title of Deliverable>
Description	
Submission Date	
Inputs	
Deliverable 3	<Title of Deliverable>
Description	
Submission Date	
Inputs	
...	...

Information on Background	
BIG IoT Background (including imitations and restrictions)	<insert description here>
Selected Third Party's Background (including imitations and restrictions)	<insert description here>

Software under Controlled License Terms	
Name	<insert here>
Applicable Controlled License Terms	<insert name and version here>

Financial Support

Payment conditions	Scheduled Payments: After the signature of this Agreement, or after the receipt of the appropriate reports (intermediate and final), the Financial Support will be transferred to the Selected Third Party without unjustified delay according to the schedule of payments.
Schedule of payments	<ul style="list-style-type: none"> - 40% of the overall financial support as advance payment after the signature of this Agreement with the Coordinator. - 30% of the overall financial support as interim payment based on the evaluation by the BIG IoT consortium of the Intermediate Report, edited and provided by Selected Third Party by midterm (after half of the Extension's duration has passed from the Extension starting date). 30% of the overall financial support as Final payment based on the evaluation by the BIG IoT Consortium of Final Report, edited and provided by Selected Third Party at the end of the Extension's duration and (eventually) following a formal approval of the report and the work at a Technical Project Review by the EC.
Total Funding for the Extension	- €

Parties involved in the Extension	
Selected Third Party Project Manager	
Full Name & Title	
Organization and Department	
Telephone Number	
E-mail Address	
Cascade Funding Project Manager	
Full Name & Title	
Organization and Department	
Telephone Number	
E-mail Address	
Date of agreement of all the Parties involved in the Extension	