

SHOP4CF Funding Agreement

The rights and obligations contained in this Funding Agreement derived from the SHOP4CF Grant Agreement, its Amendments and the SHOP4CF Consortium Agreement.

This SHOP4CF Funding Agreement for providing financial support to the Selected Third Party, hereinafter referred to as the "Agreement", is entered into by and between:

TECHNISCHE UNIVERSITAET MUENCHEN (TUM), Arcisstrasse 21, MUENCHEN 80333, Germany, acting through its Chair of Robotics, Artificial Intelligence and Real-time Systems (Prof. Knoll)

Hereinafter referred to as the "**Cascade Funding Partner**"

and

OFFICIAL NAME OF THE SELECTED THIRD PARTY

Partner 1:

VAT Number:

Legal Status:

Name of the legal signatory:

Legal office address:

Partner 2:

VAT Number:

Legal Status:

Name of the legal signatory:

Legal office address:

Hereinafter referred to as "**Selected Third Party**";

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

Whereas TECHNISCHE UNIVERSITAET MUENCHEN (TUM), TEKNOLOGIAN TUTKIMUSKESKUS VTT OY (VTT), FRAUNHOFER GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V. (FRAUNHOFER), TEKNOLOGISK INSTITUT (DTI), INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM (IMEC), EUROPEAN DYNAMICS LUXEMBOURG SA (ED), TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/E), FZI FORSCHUNGSZENTRUM INFORMATIK (FZI), UNIWERSYTET OPOLSKI (UO), INSTITUT DE RECHERCHE TECHNOLOGIQUE JULES VERNE (JVERNE), INSTYTUT CHEMII BIOORGANICZNEJ POLSKIEJ AKADEMII NAUK (PSNC), FUNDACION TECNALIA RESEARCH & INNOVATION (TECNALIA), UNIVERSIDAD POLITECNICA DE MADRID (UPM), TAMPEREEN KORKEAKOULUSAATIO SR (TAU), ROBERT BOSCH ESPANA FABRICA MADRID SA (BOSCH), VOLKSWAGEN POZNAN SP Z O.O. (VWP), ARCELIK A.S. (ARC), SIEMENS AKTIENGESELLSCHAFT (SAG), INTERNETSIA, S.L. (ISDI), (hereinafter sometimes collectively referred as the "**SHOP4CF Beneficiaries**" and individually and alternatively referred as a "**SHOP4CF Beneficiary**") participate to the H2020 project entitled "**Smart Human Oriented Platform for Connected Factories**" (hereinafter the "**SHOP4CF Project**");

Whereas the SHOP4CF Beneficiaries entered into a Grant Agreement N° 873087 (Amendment N° 873087-4) with the European Commission (the "**Grant Agreement**" or "**GA**") and signed a Consortium Agreement in 2020 with respect to the SHOP4CF Project (the "**Consortium Agreement**" or "**CA**").

Whereas the SHOP4CF Project involve financial support to selected third parties through a cascade funding scheme (hereinafter "**Cascade Funding**").

Whereas further to an open call for a specific Pilot Establishment Instrument 1 as described in Annex 1 "Specific Pilot Instrument 1 Contract", the Selected Third Party has been selected to implement such Pilot Establishment Instrument 1.

Whereas the Selected Third Party will be in charge of the implementation of such Pilot Establishment Instrument 1 with also the participation of the SHOP4CF Beneficiaries identified in Annex 1 “Specific Pilot Establishment Instrument 1 Contract”.

Whereas the Cascade Funding Partner is willing to provide financial support to the Selected Third Party for the implementation of such Pilot Establishment Instrument 1 and the Selected Third Party is willing to receive such funding under the terms and conditions of this Agreement.

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

Whereas the Cascade Funding Partner is responsible for the execution of this Agreement with the Selected Third Party and for monitoring of the Pilot Establishment Instrument 1

Now therefore it has been agreed as follows:

1. DEFINITIONS

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

- 1.1 Access Rights** means rights to use Results or Background in accordance with the stipulations of the H2020 General MGA – Multi and under the terms and conditions laid down in this Agreement.
- 1.2 An Affiliated Entity** of an SHOP4CF Beneficiary means any legal entity, that is under the direct or indirect control of a Beneficiary, or under the same direct or indirect control as the Beneficiary, or that is directly or indirectly controlling a Beneficiary. Control may take either of the following forms:
- a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital of the legal entity concerned, or of the majority of the voting rights of the shareholders or associates of that entity;
 - b) the direct or indirect holding, in fact or in law, of decision making powers in the legal entity concerned.
- 1.3 Agreement** means this Funding Agreement, together with its Annexes.
- 1.4 Background** means any and all data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights listed in Annex 1 Specific Pilot Establishment Instrument 1 Contract – that is
Needed to implement the Project or exploit the Results and that is:
* held or controlled by a Party or a SHOP4CF Beneficiaries prior to the date of signature of the Specific Pilot Establishment Instrument 1 Contract (Annex 1); or
* developed or acquired by a Party or a SHOP4CF Beneficiary independently from the work in the Pilot Establishment Instrument 1 but during its term
- 1.5 Controlled Licence Terms** means terms in any licence that require that the use, copying, modification and/or distribution of Software or another work (“Work”) and/or of any 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 or other formats preferred for modification 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 avoidance of doubt, any Software licence that merely permits (but does not require any of) the things mentioned in a) to c) is not under Controlled Licence Terms (and so is an Uncontrolled Licence).
- 1.6 Exploitation or Exploit** means the use of results in further research activities other than those covered by the Project concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities;

- 1.7 Fair and Reasonable conditions** means appropriate conditions, including possible financial terms or royalty- free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged;
- 1.8 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 Pilot Establishment Instrument 1 as detailed in Annex 1 “Specific Pilot Establishment Instrument 1 Contract”.
- 1.9 Pilot Instrument 1** means the experiment detailed in Annex 1 “Specific Pilot Establishment Instrument 1 Contract” to be carried out by SHOP4CF Beneficiaries and the Selected Third Party.
- 1.10 Participating Partners** means the entities and organisations participating in the Pilot Establishment Instrument 1, as listed in Annex 1.
- 1.11 Needed** means:
- For the implementation of the Pilot Establishment Instrument 1:
Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.
 - For Exploitation of own Results:
Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible. Where Confidential Information is concerned, only Confidential Information which has been disclosed during the Project may be considered as Needed, except as otherwise agreed between the Parties and/or between a Party and an SHOP4CF Beneficiary.
- 1.12 Results** means any tangible or intangible output of the action, such as data, knowledge or information – whatever its form or nature, whether it can be protected or not - that is generated in the Project, as any rights attached to it, including intellectual property rights;
- 1.13 Technical and Business Mentors** means an expert of a SHOP4CF Beneficiary, which is in charge of evaluating the deliverables submitted by the Selected Third Party in execution of the Agreement and of authorizing the Cascade Funding Partner to proceed with the payment of the Financial Support to the Selected Third Party when the deliverables have been accepted.

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 Pilot Establishment Instrument 1. Under the SHOP4CF Grant Agreement or the Consortium Agreement, some of the obligations have to be imposed on the Selected Third Party. Those obligations are reflected in this Agreement. The specific obligations that the Selected Third Party must ensure are described in the Multi-Beneficiary General Model Grant Agreement (H2020 General MGA – Multi), available at: [link](#), in articles 6, 22, 23, 35, 36, 38 and 46. These articles are part of the Agreement, by reference only.

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

3. TERMS AND CONDITIONS FOR THE FINANCIAL SUPPORT

- 3.1** The Selected Third Party shall take part in the Pilot Establishment Instrument 1 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 1 “Specific Pilot Establishment Instrument 1 Contract” at the latest and shall report to the Cascade Funding Partner on the activities’ progress in regular intervals as indicated in Annex 1 “Specific Pilot Establishment Instrument 1 Contract”.

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

- 3.2** The Cascade Funding Partner shall give Financial Support for the Pilot Establishment Instrument 1 carried out by the Selected Third Party, within the limits and in accordance with the schedule of payments specified in Annex 1 “Specific Pilot Establishment Instrument 1 Contract”.
- 3.3** The Selected Third Party shall be entitled to claim eligible costs for the Pilot Establishment Instrument 1 as described in Annex 3 “Budget for the Action” of this Agreement.
- 3.4** The pre-financing payment shall be paid to the Selected Third Party by the Cascade Funding Partner pursuant to the schedule and conditions defined in Annex 1 “Specific Pilot Establishment Instrument 1 Contract”.
- 3.5** For the Pilot Establishment Instrument 1, an interim payment and a final payment shall be made by the Cascade Funding Partner in accordance with the schedule sets out in Annex 1 “Specific Pilot Establishment Instrument 1 Contract”, provided that the requirements of this section 3 are met by the Selected Third Party.
- 3.6** The Selected Third Party shall provide the Cascade Funding Partner with an interim costs report and a final costs report according to the schedule set out in Annex 1 “Specific Pilot Establishment Instrument 1 Contract”, each of these costs reports shall be accompanied by a written statement by the Technical and Business Mentor in charge of reviewing the deliverables identified in Annex 1 “Specific Pilot Establishment Instrument 1 Contract” that such deliverables have been accepted.
- 3.7** The following elements shall at least be included in the Selected Third Party's costs reports:
 - a) The identification of the Pilot Establishment Instrument 1;
 - b) A financial statement of costs actually incurred;
 - c) The identification of milestones based on the completion of several tasks;
 - d) Detailed information on the deliverable achieved for the implementation of the Pilot Establishment Instrument 1;
 - e) A financial statement of costs actually incurred validated by the legal representative of the company.

No payment will be made by the Cascade Funding Partner if all the conditions set out in this article are not met or if no sufficient evidence document is presented by the Selected Third Party.

- 3.8** The Cascade Funding Partner will transfer the amount of the Financial Support to the Selected Third Party on the basis of a written payment request – that shall contain the VAT number of the Selected Third Party – by the Selected Third Party to be sent to the Cascade Funding Partner in accordance with the schedule set forth in Annex 1 “Specific Pilot Establishment 1 Contract”, after the written validation of the payment request by the Cascade Funding Partner however always provided that the conditions listed in this Section 3 are met by the Selected Third Party. For the avoidance of doubt, the payment is capped as specified in the financial conditions in Annex 1 “Specific Pilot Establishment Instrument 1 Contract”.
- 3.9** The written payment request together with the documents referred above must be sent by the Selected Third Party to the following address:

Technische Universitaet Muenchen
 Institut fuer Informatik
 Attn. Sladjana Martens
 Address: Schleißheimerstr. 90a, Garching by Muenchen
 Zip code: 85748
 Country: Germany
 Telephone: 08928918075

- 3.10** The Selected Third Party shall complete in a comprehensive manner Annex 4 to the Agreement and shall notify any changes to the Cascade Funding Partner as soon as it has occurred. The Cascade Funding Partner shall not in any case be liable for any late payment incurred by a change in the financial identification of the Selected Third Party.

4 LIABILITY

- 4.1** The Selected Third Party shall comply with all applicable laws, rules and regulations applying in its country, 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 or any other SHOP4CF Beneficiary and shall indemnify all of the latter from any third-party claim resulting from a breach of these obligations.
- 4.3** The contractual liability of the Cascade Funding Partner under this Agreement shall in any case be limited to the amount of the Financial Support provided to the Selected Third Party hereunder. The Cascade Funding Partner shall not in any case be liable for any indirect or consequential damages such as:
- loss of profits, interest, savings, shelf-space, production and business opportunities;
 - lost contracts, goodwill, and anticipated savings;
 - loss of or damage to reputation or to data;
 - costs of recall of products; or
 - any other type of indirect, incidental, punitive, special or consequential loss or damage.

This limitation of liability shall not apply in cases of wilful act or grossly negligent breach of confidentiality.

- 4.4** The Selected Third Party shall fully and exclusively bear the risks in connection with the Pilot Establishment Instrument 1 for which Financial Support is granted by the Cascade Funding Partner. The Selected Third Party shall indemnify the SHOP4CF Beneficiaries and the Cascade Funding Partner for all damages, penalties, costs and expenses which the SHOP4CF Beneficiaries or the Cascade Funding Partner as a result thereof would incur or have to pay to the European Commission or any third parties with respect to such Pilot Establishment Instrument 1 financially supported and/or for any damage in general which the SHOP4CF 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 SHOP4CF 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 SHOP4CF Beneficiaries and the Cascade Funding Partner, their respective officers, directors, employees and agents harmless from and against all repayments, loss, liability, costs, charges, claims or damages that result from or arising out of any such recovery action by the European Commission.
- 4.5** In respect of any information or materials (including Results and Background) supplied by one Party to another Party or to an SHOP4CF Beneficiary, or by an SHOP4CF Beneficiary involved in the applicable Pilot Establishment Instrument 1 to a Party, no warranty or representation of any kind is made, given or implied as to the sufficiency, accuracy or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

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

5. INTELLECTUAL PROPERTY RIGHTS POLICY

The Selected Third Party acknowledges the terms of the “Intellectual Property Rights Policy” defined hereinafter. The Selected Third Party agrees that it will comply with the Intellectual Property Rights Policy to ensure that the Cascade Funding Partner will always be able to comply with such terms towards the other SHOP4CF Beneficiaries.

5.1 General Principle regarding Ownership

Results are owned by the Party or by the SHOP4CF Beneficiary that generates them.

5.2 Joint Ownership of Results

As requested in the Consortium Agreement signed between the SHOP4CF Beneficiaries, among which the Cascade Funding Partner, if, in the course of carrying out the Pilot Establishment Instrument 1, a Result is

generated by the Selected Third Party with one or several SHOP4CF Beneficiaries, they shall own Results jointly if it is not possible to establish the respective contribution of each Party or separate them for the purpose of applying for, obtaining or maintaining their protection.

Where such joint Result is covered by intellectual property rights, the joint owners shall enter into a joint ownership agreement regarding the allocation and the terms and conditions of Exploitation of the joint Results as soon as possible and before any industrial or commercial Exploitation.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for internal non-commercial research activities and educational purposes on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation.

5.3 Access Rights

5.3.1 For the purpose of this article 5.3, Background shall mean the Background as listed in the Specific Pilot Establishment Instrument 1 Contract and validated by the Participating Partners for the concerned Pilot Establishment Instrument 1.

The Selected Third-Party endeavours to detail in Attachment 1 the Intellectual Property under Controlled License Terms that will be used in the Pilot Establishment Instrument 1. During the Pilot Establishment Instrument 1, the intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Pilot Establishment Instrument 1 requires the prior approval of the Cascade Funding Partner and of the Participating Parties to implement such introduction.

5.3.2 Due to provisions of the Consortium Agreement signed between the SHOP4CF Beneficiaries, Access Rights to Background and Results may be requested by the Selected Third Party from a Participating Partner only in the following case and if the following conditions are fulfilled:

Selected Third Parties have Access Rights to Background and Results if and when such Access Rights have been agreed upon on a case-by-case basis in a separate written agreement between the Selected Third Party and the SHOP4CF Beneficiary/ies concerned. Such separate agreement shall not affect any legitimate right of another SHOP4CF Beneficiary nor violate any of the provisions as set out in the GA and/or CA. The separate agreement shall ensure that the other SHOP4CF Beneficiaries have access to the Background and Results of the Selected Third Parties if Needed for the Implementation of the Project or Exploitation of its own Results.

Selected Third Parties which obtain Access Rights in return shall fulfil confidentiality obligations at least as stringent as the obligations stated in the Consortium Agreement to be arranged in a separate confidentiality agreement between the Selected Third Parties and the SHOP4CF Beneficiaries concerned.

Access Rights may be requested by the Selected Third Party up to twelve (12) month after the end of the Pilot Establishment Instrument 1.

5.3.3 The Selected Third Party shall grant Access Rights on its Background and/or Results to the SHOP4CF Beneficiaries as far as such Background and/or Results are Needed for implementation of the Pilot Establishment Instrument 1 and/or implementation of the SHOP4CF Project, and/or exploitation of the SHOP4CF Beneficiaries' Results.

- 5.3.3.1 Where any SHOP4CF Beneficiary has Access Rights on the Selected Third Party's Results and/or Background for implementation of the Pilot Establishment Instrument 1, such Access Rights shall be granted on a royalty-free basis.
- 5.3.3.2 Where Access Rights on Results and/or Background of the Selected Third Party are Needed by SHOP4CF Beneficiaries in order to implement the SHOP4CF Project:
 - Access Rights to the Selected Third Party's Results shall be granted on a royalty-free basis and shall comprise the right to sublicense such Results to the other selected third parties participating in the SHOP4CF Project;

- Access Rights to the Selected Third Party's Background shall be granted only if such Background is Needed to use the Selected Third Party's Results to implement the SHOP4CF Project. Such Access Rights shall be granted on a royalty-free basis, and shall comprise the right to sublicense such Background to the other selected third parties participating in Pilot Establishment Instrument 1s under the SHOP4CF Project;
- as far as these other selected third parties Need to have access to such Background to use the Selected Third Party's Results to carry out their own Pilot Establishment Instrument 1 under the SHOP4CF Project; and
- if no major interest opposes.

5.3.3.3 Where Access Rights on the Selected Third Party's Results and/or Background are Needed by SHOP4CF Beneficiaries in order to exploit their Results, the conditions on which Access Rights will be granted shall be negotiated between the Selected Third Party and the SHOP4CF Beneficiary concerned and agreed in a separate written agreement. Access Rights may be requested by the SHOP4CF Beneficiaries up to twenty four (24) months after the end of the Pilot Establishment Instrument 1.

5.4 Use of names, logos or trademarks

Nothing in this Funding Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any SHOP4CF Beneficiary or any of their logos or trademarks without their prior written approval.

6 CONFIDENTIALITY

6.1 All information in whatever form or mode of communication, which is disclosed by a Party or a SHOP4CF Beneficiary (the "Disclosing Party") to any other Party or to any SHOP4CF Beneficiary (the "Recipient") in connection with the Project and the Pilot Establishment Instrument 1 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 7 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

6.2 The Recipients hereby undertake for a period of four (4) years after the end of the Pilot Establishment Instrument 1:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed; nor to reverse engineer it;
- not to disclose Confidential Information to any third party (other than to its Affiliated Entities and Subcontractors having a need to know for implementation or Exploitation purposes) without the prior written consent by the Disclosing Party, wherein the Recipient must ensure that an arrangement is in place prior to such disclosure that subjects the Affiliated Entities and/or Subcontractors to provisions at least as strict as provided in this Section 6;
- to ensure that internal distribution of Confidential Information by a Recipient to its employees and other personnel members within its organisation working on the Pilot Establishment Instrument 1, its Affiliated Entities, Subcontractors shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

6.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees, its Affiliated Entities or third parties involved in the Project having access to Confidential Information pursuant to this Section and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Multi-Beneficiary General Model Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure without any confidentiality obligation 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 provision Section 6.7 hereunder.

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

6.6 Each Party shall promptly advise the other Party or the concerned SHOP4CF Beneficiary in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

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

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

7 DISSEMINATION

The selected Third party must inform of any intended dissemination activity, including draft of the proposed publication, giving at least 30 days' notice but may proceed if no objection is received from the Participating Partners prior to the event.

The Cascade Funding Partner and the other Participating Partners are entitled to include the main issues and information regarding the Pilot Establishment Instrument 1 in their reporting towards the European Commission, subject to prior written notification to the Selected Third Party.

8 CHECKS AND AUDITS

The Selected Third Party undertakes to provide any detailed information, including information in electronic format, requested by the European Commission or by any other outside body authorised by the European Commission to check that the Pilot Establishment Instrument 1 and the provisions of this Agreement are being properly implemented.

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

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

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

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

9. TERMINATION

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

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

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

9.3 The provisions relating to Dissemination and Confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Funding Agreement.

10. CONCLUDING CONDITIONS

10.1 The Parties will not sign Annex 1, and the terms of this Agreement (for the sake of clarity this includes Annex 1) will not be effective, until the Cascade Funding Partner has received written confirmation from each Participating Partner that it agrees to their content. This written confirmation can be given by each Participating Partner sending by email or facsimile to the Cascade Funding Partner.

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

10.2 The Selected Third Party's consistent level in its respective field of expertise played a key role in the selection of the Selected Third Parties to implement the Pilot Establishment Instrument 1. Any total or partial transfer of provisions and the rights and duties it entails in the prior formal approval of all signatories.

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

10.4 The Agreement will enter into force on the date of the last signature by the Parties.

10.5 This Funding Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties. However, this Funding Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Funding Agreement.

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

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

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

Done in two originals, one for each Party.

On behalf of the Cascade Funding Partner: TUM
Signature of the authorized representative:

Name:
Title:
Date:

On behalf of the Selected Third Party:

Partner 1:
Signature of the authorized representative:

Name:
Title:
Date:

Partner 2:
Signature of the authorized representative:

Name:
Title:
Date:

ANNEX 1 SPECIFIC PILOT ESTABLISHMENT INSTRUMENT 1 CONTRACT

This SHOP4CF Pilot Establishment Instrument 1 Contract for implementation of the Pilot Establishment Instrument 1 by the Selected Third Party,

hereinafter referred to as the “**Specific Pilot Establishment Instrument 1 Contract**”,

is entered into by and between:

TECHNISCHE UNIVERSITAET MUENCHEN (TUM), Arcisstrasse 21, MUENCHEN 80333, Germany, acting through its Chair of Robotics, Artificial Intelligence and Real-time Systems (Prof. Knoll)

Hereinafter referred to as the “**Cascade Funding Partner**”

and

OFFICIAL NAME OF THE SELECTED THIRD PARTY

Partner 1:

VAT Number:

Legal Status:

Name of the legal signatory:

Legal office address:

Partner 2:

VAT Number:

Legal Status:

Name of the legal signatory:

Legal office address:

Hereinafter referred to as “**Selected Third Party**”;

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 Pilot Establishment Instrument 1 in the course of the SHOP4CF Project by signing the Funding Agreement which form part of this Specific Pilot Establishment Instrument 1 Contract.

Now therefore it has been agreed as follows:

1. TERMS AND CONDITIONS FOR THE PILOT ESTABLISHMENT INSTRUMENT 1

The Selected Third Party shall implement the Pilot Establishment Instrument 1 in accordance with the following:

Description of the Pilot Establishment Instrument 1	
Acronym	
Full Title	
SHOP4CF call identification	
Starting date of the Pilot Establishment Instrument 1	
Duration of the Pilot Establishment Instrument 1:	
Date of selection of the Selected Third Party	
Participating Partners	

1.1 Project summary

(Based on Proposal – Abstract)

1.2 The list of participants

Participating Partners involved in the Pilot Establishment Instrument 1	
Selected Third Party Project Manager	
Name & surname	
Department	
Tel:	
Email:	
Cascade Funding Project Manager	Technische Universitaet Muenchen (TUM)
Name & surname	Prof. Dr. Alois Knoll
Department/laboratory	Department of Informatics/Chair of Robotics, Artificial Intelligence and Real-time Systems
Tel:	+498928918104
Email:	knoll@mytum.de
Date of agreement of all the Participating Partners involved in the Pilot Establishment Instrument 1	

1.3 Work plan tables

(Please fill in the data based on the tables in your proposal – section 3.1)

1.3.1 WT1 Task list

(Based on proposal table of task lists for Phase 1 and Phase 2 – section 3.1.1)

Task list:

Task No	Task Title	Lead Participant	Start month	End month
T1				
T1				
T3				
T4				
T5				

1.3.2 WT2 Description of individual tasks

Based on Proposal table description of the task- Section 3.1.2)

Task 1: [name and timing information, from month to month]		
Participant	Role	Person-month
Objectives:		
Description of work and contribution of individual participants:		

Task 2: [name and timing information, from month to month]		
Participant	Role	Person-month

Objectives:

Description of work and contribution of individual participants:

1.3.3 WT3 List of Deliverables

(Based on Proposal table of list of deliverables - Section 3.1.3)

Deliverable No.	Deliverable Title/Description	Task No	Nature ¹	Dissemination level ²	Delivery date ³
D1					
D2					
D3					

1.3.4 WT4 List of Milestones

(Based on Proposal table of list of Milestones - Section 3.1.4)

Milestone No	Milestone Name	Tasks involved	Expected date	Means of verification
M1				
M2				
M3				

1.3.5 WT5 List of Key Performance Indicators

(Based on Proposal table of Key Performance Indicators - section 3.1.5)

KPI No	Description of KPI	Target	Target M*	Achievement verification
KPI1				
KPI2				
KPI3				

*month of the project implementation

¹ Please indicate the type of the deliverable using one of the following abbreviations: R=Report, P=Prototype, D=Demonstrator, O=other.

² Please indicate the dissemination level using one of the following abbreviations: PU: Public, PP=Restricted to other program participants (including Commission Services), RE=Restricted to a specified group by the consortium (including the Commission Services), CO: Confidential, only for members of the consortium (including the Commission Services).

³ Measured in months from the Project start date (M1) to the Project end date (M8)

1.3.6 WT6 Risks

(Based on Proposal table of Risks - section 3.1.7)

Risk No.	Description of risk	Mitigation plan
R1		
R2		
R3		

1.3.7 WT7 Tentative schedule of intermediate progress reviews

In the following tables are the Technical Progress Reviews (TPR) and the Business Progresss Reviews (BPR). The second column is the month of the project when the review will take place. The third column is the type of the progress review. The fourth column is a short description of the BPR and TPRs that Experiment teams and SHOP4CF consortium have specified during the contract preparation. The column will contain a description of the progress review, its type (number, boolean etc.) and intended value. The TPRs can include different concepts and the BPRs are defined by the SHOP4CF consortium. These BPRs and the TPRs will be evaluated bimonthly by the responsible Technical and Business mentors and reported through the SHOP4CF online monitoring tool. The timely achievement of these progress reviews will be used to assess the eligibility for intermediate and final payments.

(This table will set by the SHOP4CF consortium)

Progress Review number	Tentative timing	Type	Progress reviews	Achievement Verification
PR1	M2	TPR		
PR2	M4	TPR		
PR3	M6	TPR		
PR4	M9	TPR		
		BPR	Exploitation Status Update	Report containing an assessment of the current state of market readiness

History of changes

(Include a list of changes from the submitted proposal against the modifications after the negotiation meeting)

1. Technical Aspects

(Based on the proposal that was submitted)

2. Expected Impact

(Based on the proposal that was submitted)

3. Implementation

(Based on the proposal that was submitted)

3.1 Workplan

(Based on the proposal that was submitted)

3.2 Consortium as a whole

(Based on the proposal that was submitted)

3.3 Overall experiment resources- costs

(Based on the proposal that was submitted)

4. Financial Conditions

Financial conditions	
Financial Support	
Schedule of payment	After signature of the Funding Agreement by both parties, i.e. Selected Third parties can receive pre-financing of up to 40% of the total requested funding. Further payments will be made upon successful submission of deliverables, completion of milestones, and achievement of KPIs as specified in Sections 1.3.3, 1.3.4 and 1.3.5. These are reported by the experiment consortium to the Technical and Business Mentor as part of the bi-monthly monitoring of the experiment, which is outlined in Section 1.3.8. The total interim payment is up to 40% of the the total requested funding on M4 of the experiment and a final one (20%) is given at the end of the project, after evaluation by SHOP4CF consortium.
Payment conditions	For the pre-financing: Upon signature of the Funding Agreement by both parties For the interim and the final payments: After receipt of the written statement of Paragraph 3.5.1, together with the completed costs report as stipulated in article 3 of the SHOP4CF Funding Agreement.
Penalties	If any payment is not made on its due date, (i) a lump sum of 40 Euros will be charged, and (ii) interest on the unpaid amount, calculated on a daily basis at a rate equivalent to four (4) percentage points over the European Central Bank prime rate prevailing on the due date.

The experiment coordinator (Selected Third Party) will be the sole responsible for the distribution of the respective payments to the consortium participants.

The Selected Third Party shall comply with all applicable laws, rules and regulations applying in its country, including, but not limited to safety, security, welfare, social security and fiscal laws, rules and regulations.

5. Intellectual property and Ethical Issues.

(Based on the proposal that was submitted)

6. Appendix

(Based on the proposal that was submitted)

2. MISCELLANEOUS

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

2.2 Save to the extent expressly modified in this Specific Pilot Establishment Instrument 1 Contract, all of the terms of the Funding Agreement and Annexes 1-4 included shall apply to this Specific Pilot Establishment Instrument 1 Contract. Save to the extent expressly specified in this Specific Pilot Establishment Instrument 1 Contract, all capitalized terms used in this Specific Pilot Establishment Instrument 1 Contract which are defined in the Funding Agreement shall have the meaning given in the Funding Agreement. In the event of a conflict between this Specific Pilot Establishment Instrument 1 Contract and the terms of the Funding Agreement, the terms of the Funding Agreement shall apply.

2.3 The terms of Clause 10.1 of the Funding Agreement will apply to the signing and enforceability of this Annex 1.

Done in two originals, one for each Party.

On behalf of the Cascade Funding Partner: TUM
Signature of the authorized representative:

On behalf of the Selected Third Party:

Partner 1:

Signature of the authorized representative:

Name:
Title:
Date:

Name:
Title:
Date:

Partner 2:

Signature of the authorized representative:

Name:
Title:
Date:

ANNEX 2 - TECHNICAL REPORT TEMPLATE

ANNEX 3 BUDGET FOR THE ACTION

Partner 1:		Partner 2:	
Cost category	Cost (€)	Cost category	Cost (€)
1. Personnel costs		1. Personnel costs	
2. Travel expenses		2. Travel expenses	
3. Consumables		3. Consumables	
Costs (1+2+3):		Costs (1+2+3):	
Funding rate:		Funding rate:	
Budget:		Budget:	
Total budget (Budget Partner 1 + Budget Partner 2):			

The Selected Third Party (Partner 1/Partner 2) hereby confirms that:
 The information provided is complete, reliable and true.
 The costs declared are eligible (see Article 6 MGA).
 The costs can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 22, 23 MGA).

ANNEX 4 - SELECTED THIRD PARTY FINANCIAL INFORMATION**FINANCIAL IDENTIFICATION**

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

<u>BANKING DETAILS</u> ①	
ACCOUNT NAME ②	<input style="width: 80%;" type="text"/>
IBAN/ACCOUNT NUMBER ③	<input style="width: 80%;" type="text"/>
CURRENCY	<input style="width: 80%;" type="text"/>
BIC/SWIFT CODE	<input style="width: 40%;" type="text"/> BRANCH CODE ④ <input style="width: 40%;" type="text"/>
BANK NAME	<input style="width: 80%;" type="text"/>
ADDRESS OF BANK BRANCH	
STREET & NUMBER	<input style="width: 80%;" type="text"/>
TOWN/CITY	<input style="width: 40%;" type="text"/> POSTCODE <input style="width: 40%;" type="text"/>
COUNTRY	<input style="width: 80%;" type="text"/>
<u>ACCOUNT HOLDER'S DATA</u> AS DECLARED TO THE BANK	
ACCOUNT HOLDER	<input style="width: 80%;" type="text"/>
STREET & NUMBER	<input style="width: 80%;" type="text"/>
TOWN/CITY	<input style="width: 40%;" type="text"/> POSTCODE <input style="width: 40%;" type="text"/>
COUNTRY	<input style="width: 80%;" type="text"/>
REMARK	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	<div style="border: 1px solid black; height: 30px; width: 100%;"></div> DATE (Obligatory) <div style="border: 1px solid black; height: 60px; width: 100%;"></div> SIGNATURE OF ACCOUNT HOLDER (Obligatory)

① Enter the final bank data and not the data of the intermediary bank.

② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.

③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established

④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.

⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.