



ANNEX 6: JARVIS OC1

Sub-Grant AGREEMENT v1.2



**Co-funded by
the European Union**

This project has received funding from the European Union's Horizon Europe research and innovation programme under grant agreement n° 101135708. The dissemination of results herein reflects only the author's view, and the European Commission is not responsible for any use that may be made of the information it contains.

This Funding Agreement for providing Financial Support to the selected Third Parties, hereinafter the **“Third Party Agreement”**, shall enter into force on the day of its signature by the last contracting Party.

BETWEEN:

- UNIVERSITY OF PATRAS - Special Account for Research Funds, based at the University Campus, Building A, Rio, Patras, 26500 (VAT 998219694, Tax Office of Patras) legally represented for the signature hereof by [Legal Representative], [Legal Representative Position]
- Laboratory for Manufacturing Systems and Automation (LMS), Department of Mechanical Engineering and Aeronautics, University of Patras, [Scientific Coordinator of the project], Scientific Coordinator of the project.

Hereinafter referred to as the **“the Coordinator”**

and

- COMPANY NAME with VAT NUMBER: XXXXXX, established in STREET, CITY, COUNTRY, legally represented for the signature hereof by NAME, SURNAME, POSITION IN THE ORGANISATION.

Hereinafter referred to as **“Third Party 1”** also referred to as **“Third Party”**

Hereinafter all contracting parties of this Agreement jointly or individually, referred to as **“Parties”** or **“Party”**;

WHEREAS:

The Coordinator together with other beneficiaries has been awarded a Grant by the European Commission (Funding Authority), Grant Agreement no. 101135708 entitled “JARVIS”, hereinafter referred to as the **“Grant Agreement”**. The Grant Agreement states that third parties will be selected and financially supported to perform the activities described in their proposal.

The Coordinator will provide financial support to the Third Parties according to the provisions of the Grant Agreement for the Third Party's to perform the activities described in their proposal.

The Coordinator will sign this contract only after all the following documents have been received from the Third Party:

- The original signed Declaration of Honour (as provided in the open call's Annex 3).
- SMEs Declaration form (as provided in the open call's Annex 4).

All documents, properly signed and stamped (if applicable), shall be sent to the Coordinator, to the following e-mail: oc@jarvis-project.eu. The Third Party is requested to send all requested documents in a single e-mail and with adequate identification (e-mail subject): JARVIS - 101135708 – [Sub-project Acronym] documentation. All original should be sent to the following address:

Laboratory for Manufacturing Systems and Automation (LMS), Department of Mechanical Engineering and Aeronautics, University of Patras, Patras 26504, Greece

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules of Participation for Horizon Europe, including their respective Appendixes.

2 SUBJECT

- 2.1. The Third Party(ies) will perform the work as defined in this Third Party Agreement, the Technical Description (Annex 1.1), and the Guidelines for Applicants (Annex 1) as proposed by the Third Party(ies) and finally agreed with the Coordinator.
- 2.2. The Third Party(ies) shall be responsible for ensuring that the activities are carried out and complies with generally accepted technical, scientific and professional standards, is undertaken by appropriate personnel and carried out in accordance with the schedule laid down in Article 3 and the financial provisions laid down in Article 4.
- 2.3. Each Third Party assumes all responsibility towards the Coordinator for all tasks contracted to it by this Third Party Agreement and shall indemnify and hold harmless the Coordinator in case of breach of its obligations.
- 2.4. Each Third Party accepts the Terms and Conditions of the Grant Agreement insofar as they relate to the tasks which are contracted to it hereby. The principal Terms and Conditions of the Grant Agreement are attached as Appendix 3 to this Third Party Agreement.
- 2.5. The Third Party acknowledges that the final version of the project plan, to be submitted as Deliverable **D1.1 – Sprint 1 Project Plan & Requirements**, will reflect the outcome of Sprint 1 negotiations and shall constitute the definitive basis for the implementation of the Action under this Agreement
- 2.6. The Third Party acknowledges that it is responsible for the preparation and timely submission **of Deliverable D3.1 – Post-Project Exploitation Strategy**, which shall define the intended use, protection, and exploitation of the results generated during the Action. This deliverable shall include provisions for intellectual property rights management, ownership of results, access rights, and future exploitation pathways. The deliverable shall be aligned with the terms of the Grant Agreement and submitted to the Coordinator for review and integration into the overall project reporting.

3 DURATION

- 3.1. The **JARVIS** Project has started on 01 January 2024 with a duration of 48 months. This Third Party Agreement will be effective from the Effective Date first mentioned above and will be terminated upon finalising the work described herein or upon completion of the **JARVIS** project, whichever comes first. Should the end date of the **JARVIS** project be amended, this Third Party Agreement shall be deemed automatically changed accordingly.

The Third Party(ies) shall commence to perform their activities according to Appendix 1 of this document on 01.09.2025 and shall have completed it according to the plan laid out in Appendix 1, and in any case before the end date of **JARVIS** (31.12.2027 at the time of signing this agreement). By that date, all results and reports shall have been delivered to the Coordinator.

- 3.2. Each Third Party shall notify the Coordinator in writing without undue delay if it becomes apparent that it might be unable to keep the schedule.
- 3.3. The Coordinator shall be entitled to terminate this Agreement with immediate effect through written notice to the Third Party:
- if the Third Party is in breach of any of its obligations under this Third Party Agreement, whereas the breach is not remediable, or, if remediable, has not been remedied within thirty (30) days after written notice to that effect from the Coordinator,
 - if, to the extent permitted by law, the 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 Third Party is subject to an event of Force Majeure (in accordance with how that term is defined under Article 35 of the Grant Agreement), which prevents the Third Party from correct performance of its obligations hereunder and such circumstances have lasted, or can reasonably be expected to last more than six (6) weeks.

4 FINANCIAL PROVISIONS

4.1. The maximum financial reimbursement to be granted to the Third Party shall not exceed the amount of **130.000,00 €**, which is the maximum contribution based on the rules in the Guidelines for Applicants (Annex 1 of the Open Call).

The financial support will be paid to the Third Party(ies) in fixed lump sum instalments based to the successful completion of project milestones and deliverables, as evaluated by the JARVIS consortium, according to the Guidelines for Applicants (Annex 1 of the Open Call), as follows:

- 30% after positive assessment of the M2 report, marking the end of Sprint 1.
- 40% after positive assessment of the M8 report, marking the end of Sprint 2.
- 30% after positive assessment of the M10 report deliverable and approval of the project outcomes, marking the completion of Sprint 3.

For each Sprint, before a payment can be processed, the Third Party(ies) must submit written documentation to the Coordinator, demonstrating the completion and proper implementation of the work described in Appendix 1. Each Third Party is individually responsible to comply with financial record keeping obligations outside the Grant Agreement (Appendix 3), if any (e.g., under national law or internal company procedures). The Third Party is required to submit the corresponding deliverables and present its work in scheduled review meetings. The Third Party(ies) must submit the deliverable(s) corresponding to each stage no later than on the last day of the respective stage, allowing sufficient time for review by the JARVIS evaluation team. A review meeting will be held between twenty (20) to thirty (30) calendar days after the end of each stage, during which the Third Party(ies) will present their work and address questions from the JARVIS evaluation team. Evaluation will be based on the achievement of results including submitted deliverables and presented status of KPIs.

When more than one Third Party enters into this Agreement with the Coordinator, the lead applicant (Third Party 1) is responsible for submitting all the required documentation and payment requests on behalf of any other Third Parties in this agreement. Upon approval by the Coordinator, funding will be transferred in separate instalments to each Third Party.

Note: A non-favourable review of the work carried out at the end of any stage may result in the early termination of the contract and suspension of payments if the Third Party fails to submit a revised version that meets the required approval.

4.2. The Coordinator is entitled to withhold any payments due to a Third Party.

- a) identified by the Partners of the **JARVIS** Consortium to be in breach of its obligations under this Agreement, or
- b) who has not yet signed this Third Party Agreement.

The Coordinator is equally entitled to withhold payments to a Third Party when this is suggested by or agreed with the Funding Authority.

4.3. The Coordinator shall receive from the Funding Authority the lump sum contribution allocated to the Third Party, as approved in accordance with this Third Party Agreement

and the Grant Agreement (see Appendix 3), and shall transfer it to the Third Party's bank account as specified in Appendix 3.

- 4.4. The Coordinator shall not be held liable for any delays or failure in the transfer of the Financial Contribution to the Third Party if such delays or failure are due to late payments, non-payment, or other actions or omissions by the Funding Authority or any causes beyond the Coordinator's control.

5 ORGANIZATION AND PERFORMANCE OF THE WORK

5.1. Technical and Financial Responsibility

The Third Party(ies) shall provide all personnel, facilities, equipment and materials necessary for the proper performance of this Third Party Agreement and shall assume the technical and financial responsibility for the work specified in Appendix 1 of this document. Each Third Party undertakes to indemnify the Coordinator and/or other **JARVIS** Beneficiaries against any failure on its part to discharge its aforementioned responsibilities.

5.2. , Audits

Each Third Party undertakes to supply the Coordinator and/or other **JARVIS** Beneficiaries without delay with any information which the latter may request concerning the implementation of this Third Party Agreement. In particular, upon request the Third Party shall make available to the Coordinator, the other **JARVIS** Beneficiaries and to their auditors the technical and financial documents verifying that the work is being or has been carried out. Each Third Party acknowledges and accepts the rights of the Funding Authority relating to controls and audits laid down in Articles 25 and 26 of the Grant Agreement (see Appendix 3).

Each Third Party(ies) undertakes to give the representatives of the Coordinator reasonable access to the premises where the work is being carried out and to all documents concerning the work programme and/or necessary to verify the compliance with the obligations arising from this Third Party Agreement and of the Grant Agreement (see Appendix 2). Additionally, the Third Party acknowledges and accepts the rights of the European Commission and/or its agencies, the Court of Auditors or any third party authorised by the European Commission and/or its agencies relating to the technical and financial or other verification of this Third Party Agreement laid down in Articles 25 and 26 of the Grant Agreement (see Appendix 3).

5.3. Each Third Party fully accepts the provisions of Articles 12, 13, 17 and 33 of the Grant Agreement, as attached in Appendix 3.

6 RESULTS

6.1. Ownership of Results

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

6.2. Joint ownership

Where Results are generated from work carried out jointly by the Parties to this Third Party Agreement or by the Third Party(ies) and **JARVIS** Beneficiaries and it is not possible to separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the Parties or the Third Party(ies) and the **JARVIS** Beneficiaries shall have joint ownership of this work. The joint owners shall, within a six (6) month period as from the date of the generation of such Results, establish a written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting, the division of related costs and exploiting such jointly owned Results on a case-by-case basis. However, until the time a joint ownership agreement has been concluded and as long as such rights are in force, such Results shall be jointly owned in shares according to their share of contribution (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months or costs spent on the respective work etc.) to the Results by the joint owners concerned.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and
- 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:
 - o at least 45 calendar days' advance notice; and
 - o compensation under Fair and Reasonable conditions.

The joint owners shall agree on all protection measures and the division of related cost in advance.

6.3. Use of data for scientific purposes

JARVIS has the right to use data collected and/or generated during the Project for scientific purposes, without any prior explicit consent. **JARVIS** will ensure that data are properly anonymised and do not compromise any sensitive information.

7 ACCESS RIGHTS & INTELLECTUAL PROPERTY RIGHTS

The Third Party(ies) acknowledge that all tools, modules, and similar assets provided by **JARVIS** partners are proprietary and remain the property of the respective JARVIS partner or any applicable third party. Nothing in this Agreement shall grant the Third Party(ies) or any other affiliated entity any license or rights to use these tools, modules, or similar assets beyond the scope of the **JARVIS** project, unless a separate agreement is explicitly established.

Any tools, software modules, or similar assets provided by the **JARVIS** project partners to the Third Party(ies) are delivered "as-is" and "as available", without warranties of any kind, unless otherwise stated in the agreement. While no guarantees can be made regarding performance or suitability for a specific purpose, **JARVIS** partners will provide reasonable mentorship and technical guidance to facilitate integration and use during the project. Support may include documentation, onboarding sessions, and mentoring, as outlined in the Open Call conditions and subject to partner availability.

All results developed solely by the Third Party(ies) during the sub-project ("Third Party Results") shall remain exclusively the property of the Third Party(ies). However, this does not preclude the possibility of separate agreements between the Third Party and one or more **JARVIS** partners regarding joint ownership, licensing, or commercialization.

Each Third Party shall grant a non-exclusive, royalty-free, worldwide, transferable and unlimited right of use with the right for sub-licensing to the Coordinator and the other **JARVIS** Beneficiaries for implementation of the **JARVIS** Project and any exploitation and commercialization of The Coordinator's and/or the other **JARVIS** Beneficiaries' Results with regard to all results achieved by the Third Party in the course of the work according to this Third Party Agreement ("Third Party Results").

The Third Party shall use all reasonable endeavours to ensure the accuracy of all information and data provided by it to the Coordinator and/or other **JARVIS** Beneficiaries under this Third Party Agreement, whether they are Third Party Results or not and whether they are protected by intellectual property rights or not, and warrants its right to disclose such information. In the event of any error or omission in the Third Party Results being brought to the attention of the Third Party by the Coordinator or the other **JARVIS** Beneficiaries, the Third Party undertakes to correct such error or rectify such omission promptly, during which time the Coordinator shall be entitled to withhold payment of any sums due to the Third Party.

The Third Party warrants that the Results and any information provided by it under this Third Party Agreement shall not infringe the intellectual property rights of any third party, and shall indemnify the Coordinator and the other **JARVIS** Beneficiaries fully and effectively from any and all liabilities, costs expenses, howsoever arising from breach of this warranty.

In the event that the use or commercial exploitation of the Results of the Coordinator and/or the other **JARVIS** Beneficiaries depends upon licenses to any of the Third Party's Background, the Third Party shall grant the Coordinator and/or the other **JARVIS** Beneficiaries a non-exclusive, royalty-free, world-wide and fully paid-up license for this purpose. Such licence shall include the right for the Coordinator and/or the other **JARVIS** Beneficiaries to grant sublicenses under the said Background to other **JARVIS** Partners of the Project (and their Affiliates, as the case may be) to the extent required by the Grant Agreement (see Appendix 3).

Should any **JARVIS** Beneficiary make any claim towards the Coordinator under the Coordinator's overall responsibility for the Third Party(ies)' tasks, the Third Party shall indemnify and hold harmless the Coordinator from any costs.

8 DISSEMINATION

Third Parties must inform in writing of any intended dissemination activity (including publications, presentations or contributions to any standards organisation) in writing, giving at least a 10-day notice. Each Party agrees that any dissemination activity by the Third Party is subject to the prior written approval of the Coordinator and involved partners.

The Coordinator and the other **JARVIS** Beneficiaries are entitled to include the main information and visual content regarding the Third Party' work in their reporting towards the European Commission, without any prior notice to the Third Party.

8.1 Information and communication towards the EC

The Third Party shall, throughout the duration of the sub-project, take appropriate measures to engage with the public and the media about the sub-project and to highlight the financial support of the European Commission (EC) and the **JARVIS** project.

Unless the EC requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment, and major results must:

- Specify that the sub-project has received funding from the EC through the **JARVIS** project.
- Display the European emblem alongside the **JARVIS** logo. When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Third Party is exempt from the obligation to obtain prior permission from the EC to use the emblem.
- Specify that it reflects only the author's views and that the EC and the **JARVIS** Consortium is not liable for any use that may be made of the information contained therein. The following text should be used:

"The [sub-project acronym] has indirectly received funding from the European Union's Horizon Europe research and innovation programme under the JARVIS project (Grant Agreement No. 101135708), through JARVIS Open Call 1. Views and opinions expressed are those of the author(s) only and do not necessarily reflect those of the European Union or the JARVIS consortium. Neither the European Union nor the granting authority can be held responsible for them."

The Coordinator, the **JARVIS** consortium, and/or the EC shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

- The name of the Third Party(ies).
- Contact address of the Third Party(ies).
- The general purpose of the sub-project (publishable summary, etc.)
- The amount of the financial contribution of the EC foreseen for the sub-project. After the final payment, the amount and rate of the financial contribution of the EC accepted by the EC.

- The estimated amount and rate of the financial contribution of the EC foreseen for the Third Party(ies) in the table of the estimated breakdown of budget.
- The geographic location of the activities carried out.
- The list of dissemination activities and/or of patent (applications) relating to foreground.
- The publishable reports submitted (technical reports are excluded, since they are confidential).
- Any picture or any audio-visual or web material provided to the EC in the framework of the Sub-project.

The Third Party(ies) shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the **JARVIS** Coordinator, the **JARVIS** consortium partners, or EC does not infringe any rights of third parties.

Upon a duly supported request by the Coordinator on behalf of the Third Party(ies), the EC may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the Third Party's security, academic or commercial interests.

8.2 Information and communication among the Contracting Parties

Any notice to be given under this Contract shall be in writing to the addresses and recipients listed above. Any change of persons or contact details shall be notified immediately to the **JARVIS** Coordinator. The address list shall be made accessible to all parties concerned.

9 CONFIDENTIALITY

All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with this Third Party Agreement and the tasks of the Third Party(ies) and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipients hereby undertake for a period of 3 years after the termination of this Third Party Agreement:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party or delete on request all Confidential Information that has been disclosed to the Recipients including all copies and forms 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 complies with the confidentiality obligations herein contained with respect to such a copy for as long as the copy is retained.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in implementing the tasks and shall ensure that they remain so obliged, as far as legally possible, during and after the end of this Third Party Agreement and/or after the termination of the contractual relationship with the employee or third party.

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order. If a Party becomes

aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

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

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

The same obligations on confidentiality apply to the Third Party who is receiving Confidential Information by the other **JARVIS** Beneficiaries.

10 REPORTS AND DELIVERABLES

- 10.1. Each Third Party agrees to submit progress reports to the Coordinator to enable the Coordinator and/or the other **JARVIS** Beneficiaries to include all contents directly into the project reporting, and to identify work performed and resources deployed by the Third Party(ies).
- 10.2. The content and format of the reports will be described by the Coordinator in providing templates. The reports will require information for publication so that the public can follow the action and understand the impact of the funding provided by the Coordinator. The reports will also require confidential reporting of technical progress, ethical and societal effects and economic impacts so that the Beneficiaries and the Funding Authority can understand the progress and impact of the action.

11 LIABILITY

11.1. The Coordinator's liability

The contractual liability of the Coordinator under this Third Party Agreement shall in any case be limited to the amount of the financial support provided or to be provided to the Third Party hereunder. The Coordinator shall not in any case be liable for any indirect or consequential damages such as (i) loss of profits, interest, savings, shelf-space, production and business opportunities; (ii) lost contracts, goodwill, and anticipated savings; (iii) loss of or damage to reputation or to data; (iv) costs of recall of products; or (v) 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 gross negligence.

11.2. Liability between Third Party, the Coordinator and the other **JARVIS** Beneficiaries

The Third Party shall fully and exclusively bear the risks in connection with the work provided by it and for which financial support is granted and forwarded by the Coordinator. The Third Party shall indemnify the Coordinator and the other **JARVIS** Beneficiaries for all damages, penalties, costs and expenses which the Coordinator or a **JARVIS** Beneficiary as a result thereof would incur or have to pay to the European Commission or to any third parties with respect to the Third Party's work financially supported and/or for any damage in general which the Coordinator or the **JARVIS** Beneficiaries incur as a result thereof.

In addition, should the European Commission have a right to recovery against the Coordinator regarding the financial support granted under this Third Party Agreement, the Third Party shall return the sums in question in the terms and the date specified by the Coordinator.

Moreover, the Third Party shall indemnify and hold the Coordinator and the **JARVIS** Beneficiaries, 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.

11.3. The Third Parties 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. Additionally, the Third Parties shall comply with all applicable laws, rules and regulations of the European Union.

12 MISCELLANEOUS

12.1. Attachments, inconsistencies and severability

In case the terms of this Agreement are in conflict with the terms of the Grant Agreement (see Appendix 3), the terms of the latter shall prevail.

Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

The Clauses 6, 7, 8, 9, 11 remain valid also after expiration or termination of this Third Party Agreement.

12.2. No representation, partnership or agency

A Third Party shall not be entitled to act or to make legally binding declarations on behalf of any of the Coordinator or any other **JARVIS** Beneficiaries, and shall indemnify all of the latter from any third-parties claim resulting from a breach of these obligations. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

12.3. Mandatory national law

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

12.4. Language

This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

12.5. Applicable law and settlement of disputes

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

The Parties shall endeavour to settle their disputes amicably. If the Parties mutually agree, by mediation.

If the Parties do not come to an amicable settlement, any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to the courts of the city of Brussels. They have exclusive jurisdiction.

Nothing in this Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

13 NO DOUBLE FUNDING

By signing this Agreement, the Third Party(ies) declares to be aware of the fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity be funded twice from the EU budget, as defined in the Article 111 of Council Regulation (EC, Euratom) No. 1605/2002 of 25 June 2002 on the Financial Regulation, and confirms that all the work performed under **JARVIS** (Grant Agreement no. 101135708) will be done exclusively in the scope of this programme, not being supported or funded by any other European Commission programme.

14 SIGNATURES

AS WITNESS:

The Parties have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

On behalf of the JARVIS Coordinator

LMS

University of Patras

Signature:

Signature:

Name: [Scientific Coordinator of the project]

Name: [Legal Representative]

Title: Scientific Coordinator of the JARVIS project

Title: [Legal Representative Title]

On behalf of the Third Parties:

Organization name

Signature:

Name:

Title:

APPENDIX 1 – THIRD PARTIES PROPOSAL

Third Party Proposal

APPENDIX 2 – BANKING INFORMATION FORM

Proposal / Contract Number	JARVIS OC1	Proposal Acronym	
Financial Information for payments			

Account holder			
Name of Account holder (as registered with the bank)			
Full address of account holder (as registered with the bank)			
Street name and number			
Postal Code		Town/City	
Country		VAT number	
Contact person of the account holder regarding the payments			
Name			
Phone			
e-mail			

Bank Information			
Bank name			
Branch address (full address – PO box not accepted)			
Street name and number			
Postal Code		Town/City	
Country			
Account no			
Bank sorting code			
International Bank Account Number (IBAN) The IBAN is mandatory for all European Partners. Where no IBAN is provided increased bank-fees are charged to the partners. See also http://www.ecbs.org/iban.htm			
BIC/SWIFT			

Requested »reason for payment« (if other than EU project name or n°) / Remarks

We certify that above information declared is complete and true.

BANK STAMP + SIGNATURE BANK REPRESENTATIVE*	DATE, STAMP + SIGNATURE of ACCOUNT HOLDER

IMPORTANT NOTE!

- *Please ensure that the provided information is correct, otherwise the payment may be rejected.*
- *Complete the form on your PC and not by hand, since unreadable information might cause delays.*
- *If a change of this Financial Information is necessary, please inform the Coordinator immediately!*
- *Any costs and bank fees due to incorrect or invalid Financial Information will be borne by the Third Party.*

APPENDIX 3 – EXCERPTS FROM THE GRANT AGREEMENT – PRINCIPAL TERMS AND CONDITIONS

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests'). They must formally notify the granting authority without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The granting authority may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

12.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the beneficiary may be terminated (see Article 32). Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6). If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period. Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:

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

The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

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

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party
- (b) the information becomes publicly available, without breaching any confidentiality obligation
- (c) the disclosure of the sensitive information is required by EU, international or national law.

Specific confidentiality rules (if any) are set out in Annex 5.

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/44415 and its implementing rules). Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority. Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority. Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority. Specific security rules (if any) are set out in Annex 5.

13.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28). Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

17.1 Communication — Dissemination — Promoting the action

Unless otherwise agreed with the granting authority, the beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with Annex 1 and in a strategic, coherent and effective manner. Before engaging in a communication or dissemination activity expected to have a major media impact, the beneficiaries must inform the granting authority.

17.2 Visibility — European flag and funding statement

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate). The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text. Apart from the emblem, no other visual identity or logo may be used to highlight the EU support. When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos. For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

17.3 Quality of information — Disclaimer

Any communication or dissemination activity related to the action must use factually accurate information. Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”

17.4 Specific communication, dissemination and visibility rules

Specific communication, dissemination and visibility rules (if any) are set out in Annex 5.

17.5 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28). Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

The beneficiaries must — at least until the time-limit set out in the Data Sheet (see Point 6) — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any). In addition, the beneficiaries must — for the same period — keep the following to justify the amounts declared:

(a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the beneficiaries' usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents

(b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied

(c) for the following simplified costs and contributions: the beneficiaries do not need to keep specific records on the actual costs incurred, but must keep:

(i) for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared

(ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in Annex 1

(iii) for financing not linked to costs (if any): adequate records and supporting documents to prove the achievement of the results or the fulfilment of the conditions as described in Annex 1

(d) for unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices (if any): the beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Articles 6.1 and 6.2.

Moreover, the following is needed for specific budget categories:

(e) for personnel costs: time worked for the beneficiary under the action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the granting authority may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance

The records and supporting documents must be made available upon request (see Article 19) or in the context of checks, reviews, audits or investigations (see Article 25).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Article 25), the beneficiaries must keep these records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.

20.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28). Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

The granting authority may — during the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing costs and contributions, deliverables and reports.

25.1.2 Project reviews

The granting authority may carry out reviews on the proper implementation of the action and compliance with the obligations under the Agreement (general project reviews or specific issues reviews). Such project reviews may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiary concerned and will be considered to start on the date of the notification. If needed, the granting authority may be assisted by independent, outside experts. If it uses outside experts, the coordinator or beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest. The coordinator or beneficiary concerned must cooperate diligently and 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 granting authority may request beneficiaries to provide such information to it directly. Sensitive information and documents will be treated in accordance with Article 13. The coordinator or beneficiary concerned may be requested to participate in meetings, including with the outside experts. For on-the-spot visits, the beneficiary concerned must allow access to sites and premises (including to the outside experts) 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 project review report will be drawn up. The granting authority will formally notify the project review report to the coordinator or beneficiary concerned, which has 30 days from receiving notification to make observations. Project reviews (including project review reports) will be in the language of the Agreement.

25.1.3 Audits

The granting authority may carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement. Such audits may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the beneficiary concerned and will be considered to start on the date of the notification. The granting authority may use its own audit service, delegate audits to a centralised service or use external audit firms. If it uses an external firm, the beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest. The beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 13. For on-the-spot visits, the beneficiary concerned must allow access to sites and premises (including for the external audit firm) 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 auditors will formally notify the draft audit report to the beneficiary concerned, which has 30 days from receiving notification to make observations (contradictory audit procedure). The final audit report will take into account observations by the beneficiary concerned and will be formally notified to them. Audits (including audit reports) will be in the language of the Agreement.

25.2 European Commission checks, reviews and audits in grants of other granting authorities

Where the granting authority is not the European Commission, the latter has the same rights of checks, reviews and audits as the granting authority.

25.3 Access to records for assessing simplified forms of funding

The beneficiaries must give the European Commission access to their statutory records for the periodic assessment of simplified forms of funding which are used in EU programmes.

25.4 OLAF, EPPO and ECA audits and investigations

The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/201320 and No 2185/9621
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

If requested by these bodies, the beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections — as provided for under these Regulations. To this end, the beneficiary concerned must keep all relevant information relating to the action, at least until the time-limit set out in the Data Sheet (Point 6) and, in any case, until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

25.5 Consequences of checks, reviews, audits and investigations — Extension of results of reviews, audits or investigations

25.5.1 Consequences of checks, reviews, audits and investigations in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to rejections (see Article 27), grant reduction (see Article 28) or other measures described in Chapter 5. Rejections or grant reductions after the final payment will lead to a revised final grant amount (see Article 22). Findings in checks, reviews, audits or investigations during the action implementation may lead to a request for amendment (see Article 39), to change the description of the action set out in Annex 1. Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations in any EU grant may also lead to consequences in other EU grants awarded under similar conditions ('extension to other grants'). Moreover, findings arising from an OLAF or EPPO investigation may lead to criminal prosecution under national law.

25.5.2 Extension from other grants

Results of checks, reviews, audits or investigations in other grants may be extended to this grant, if:

- (a) the beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — within the time-limit for audits set out in the Data Sheet (see Point 6).

The granting authority will formally notify the beneficiary concerned of the intention to extend the findings and the list of grants affected. If the extension concerns rejections of costs or contributions: the 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 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.

If the extension concerns grant reductions: the notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors and the principle of proportionality.

The beneficiary concerned has 60 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated alternative correction method/rate. On the basis of this, the granting authority will analyse the impact and decide on the implementation (i.e. start rejection or grant reduction procedures, either on the basis of the revised financial statements or the announced/alternative method/rate or a mix of those; see Articles 27 and 28).

25.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28). Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 26 — IMPACT EVALUATIONS

26.1 Impact evaluation

The granting authority may carry out impact evaluations of the action, measured against the objectives and indicators of the EU programme funding the grant. Such evaluations may be started during implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiaries and will be considered to start on the date of the notification. If needed, the granting authority may be assisted by independent outside experts. The coordinator or beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.

26.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the granting authority may apply the measures described in Chapter 5.

ARTICLE 33 — DAMAGES

33.1 Liability of the granting authority

The granting authority cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of the implementation of the Agreement, including for gross negligence. The granting authority cannot be held liable for any damage caused by any of the beneficiaries or other participants involved in the action, as a consequence of the implementation of the Agreement.

33.2 Liability of the beneficiaries

The beneficiaries must compensate the granting authority 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, provided that it was caused by gross negligence or wilful act. The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

ARTICLE 35 — FORCE MAJEURE

A party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them. 'Force majeure' means any situation or event that:

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

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects. The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.