**Convert2Green**

**Joint Implementation Agreement**

This Convert2Green Joint Implementation Agreement is setting the contractual frame for technical/non-technical services support committing the Innovative Company and Other Third Parties, hereinafter referred to as the “Agreement”, is entered into by and between:

…., an organisation under the laws of …., having its registered office at …, herein represented by …., hereinafter referred to as “Service Delivery Manager” (“SDM”).

And

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

OPTIONAL:

And

…, an organisation under the laws of …., having its registered office at …, herein represented by …, hereinafter referred to as “Business Partner” *(Party of the CA)*

OPTIONAL:

And

…, an organisation under the laws of …., having its registered office at …, herein represented by …, hereinafter referred to as “Convert2Green Third Party involved in the Pilot Case” (except *RTOs)*

OPTIONAL:

And

…, an organisation under the laws of …., having its registered office at …, herein represented by …, hereinafter referred to as “Convert2Green Third Party RTO involved in the Pilot Case”

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

Whereas ………………………… (hereinafter collectively referred as the “Convert2Green Beneficiaries” and/or “Convert2Green Partners” and/or “Convert2Green Parties” participate to the Horizon Europe funded project entitled “Converting Facilities Network for accelerating uptake of climate neutral materials in innovative products” (hereinafter the “Convert2Green Project”).

Whereas the Convert2Green Beneficiaries entered into a Grant Agreement N° 101092347with the European Commission (the “Grant Agreement” or “GA”) and signed together in 2023 a Consortium Agreement with respect to the Convert2Green Project (the “Consortium Agreement” or “CA”).

Whereas the Convert2Green Project involves support to “Innovative Companies” and other Third Party Beneficiaries (hereinafter also “Beneficiaries”) as subsidized services and the reports with the results as well as Material samples, Prototypes and Demonstrators.

Whereas further to an open call for a specific Pilot Case project as described in Annex 2 “JIP (Joint Implementation Plan)”, the Innovative Company has been selected by the Evaluation Panel of the Convert2Green Project to implement such Pilot Case.

Whereas the Innovative Company will implement such Pilot Case project with the participation of the Service Delivery Manager, and with the Convert2Green Beneficiaries identified in Annex 2 “JIP (Joint Implementation Plan”).

Whereas the Convert2Green Beneficiaries, represented by a Service Delivery Manager, are willing to provide subsidized innovation services to Innovative Companies for the implementation of such Pilot Case project (PC) and Innovative Companies are willing to receive such support under the terms and conditions of this Agreement.

Whereas in accordance with the Grant Agreement and the Consortium Agreement, the Service Delivery Manager shall sign an agreement with the Innovative Company compliant with the GA and CA.

Whereas the Service Delivery Manager is responsible for the execution of this Agreement with the Innovative Company, [OPTIONAL: and with a Business Partner] [OPTIONAL: and with other PCs Beneficiaries] and for the monitoring of the Pilot Case.

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. **Access Rights** means rights to use Results or Background under the terms and conditions laid down in this Agreement.
	2. An **Affiliated Entity** in relation to a Convert2Green Beneficiary, means any legal entity which directly or indirectly controls, is controlled by, or is under common control with that Party. For the purposes of this definition, “control” shall mean (a) direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity or (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned, provided that this entity is listed in Annex 2 “Joint Implementation Plan” . Any such legal entity shall be deemed to be an Affiliate of such Party only as long as such ownership or such control exists.

However, the following relationships between legal entities shall not in themselves constitute controlling relationships:

(a) the same public investment corporation, institutional investor or venture-capital company has a direct or indirect holding of more than 50% of the nominal value of the issued share capital or a majority of voting rights of the shareholders or associates;

(b) the legal entities concerned are owned or supervised by the same public body.

* 1. **Agreement** means this Service Pilot Case Contract, together with its Annexes (called “Joint Implementation Agreement”).
	2. **Pilot Case (PC)** means the research and development project detailed in Annex 2 “JIP ” to be focused on the ICs business cases selected through the Convert2Green Open Call process.

The PCs will commit different parties including Consortium Agreement party(ies), ICs and optionally Other Third Party(ies).

* 1. **PC(’s) Partners** means all the partners involved in an PC, whether they are parties of the Consortium Agreement or third parties to the Consortium Agreement and wich are detailed for each PC in Annex 2. This definition includes, without limitation, Consortium Agreement parties, ICs and Other Third Parties.
	2. **Backgroud** means any data, know-how or information – whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights – that:

(a) is held by a Party before the effective date of the Joint Implementation Agreement,

or

is developed or acquired by a Party independently from the work in the Pilot Case project, and

(b) is Needed by a Party to implement tasks under the Pilot Case or to Exploit Results,

but solely to the extent that such data, information, know-how and/or intellectual property rights are introduced into the Pilot Case by the owning Party.

* 1. **Coordinator** means the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement, the Consortium Agreement and this Joint Implementation Agreement.
	2. **Exploitation** or **Exploit** means the direct or indirect use of Results in (a) further research activities other than those covered by the Pilot Case, or (b) in developing, creating or marketing a product or process, or (c) in creating and providing a service, or (d) in standardisation activities.
	3. **Evaluation Panel** (EP) will be chaired by AMI and will be composed of technical and business evaluators internal to Convert2Green consortium (GA representatives) and also of external experts. Members of the Evaluation Panel will rotate through the 3 cut-off evaluation dates. The Evaluation Panel will have responsibility to:

- Evaluate (score and comment each section of the evaluation form) all Pilot Case proposals submitted to Convert2Green Call;

- Validate IC status;

- Based on the outcome of the evaluation, select ICs for co-development of Joint Implementation Plans;

- Assign a Service Delivery Manager from the consortium to oversee the co-development of Joint Implementation Plans and the associated Joint Implementation Agreements;

- Present and discuss the outcome of each set of evaluation with the Project Steering Group and made available to the General Assembly;

- Work with the Convert2Green Helpdesk to communicate feedback of evaluation outcomes to ICs;

- Award successful ICs with a Voucher based on their own needs or specific needs to access complementary services from third parties.

* 1. **Fair and Reasonable conditions** means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for Access Rights, for example the actual or potential value of the Results or Background to which Access Rights are requested and/or the scope, duration and other characteristics of the exploitation envisaged. To fall within Fair and Reasonable conditions, the conditions must also be non-discriminatory, which means that said conditions must be at arm’s length and do not differ from those which would be stipulated between independent enterprises and contain no element of collusion. With respect to Parties which are non-profit (e.g. RTOs) organisations, considering their specific positioning, “appropriate conditions” necessarily means a financial compensation in case of direct or indirect industrial or commercial exploitation.
	2. **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, including but not

 limited to epidemic or pandemic non performance by suppliers or subcontractors.

- was not due to error or negligence on their part (or on the part of third parties involved in the action), and

- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

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

- labour disputes or strikes, or

- financial difficulties.

* 1. **Innovative Company(ies)** means the legal entities (expectedly start-up, SME and midcap) chosen through open calls in accordance with the Grant Agreement and the Consortium Agreement. The Innovative Companies implement Pilot Cases with the objective to develop innovative European TOLAE-enabled products and/or services. They are third parties since they are not party to the Grant Agreement or the Consortium Agreement. They can also be called “ICs”.
	2. **Intellectual Property Rights Policy** means the Policy set out at Section 5 of this Agreement.
	3. **Needed** means in respect of executing or carrying out the Pilot Case, and/or in respect of Exploitation of Results, technically essential and:

(a) where intellectual property rights are concerned, that those intellectual property rights would be infringed without Access Rights being granted under this Agreement;

(b) where Confidential Information is concerned, only Confidential Information which has been disclosed during the Pilot Case may be considered as technically essential, except as otherwise agreed in writing between the Parties.

* 1. **Results** means any tangible or intangible outputs of the Pilot Case, such as data, knowledge and information whatever their form or nature, which are generated in the Pilot Case, as well as any intellectual property rights attached to them.
	2. **Other Third Party(ies)** meansa legal entity that can be, without limitation a supplier (technology and/or non-technology provider), that is neither Consortium Agreement party nor an IC, **signatories** to the JIA and which contributes to the execution of an PC. This definition includes also non-profit (e.g. RTOs) organisations.
1. **CONDITIONS FROM THE GRANT AGREEMENT AND THE CONSORTIUM AGREEMENT REFLECTED IN THE AGREEMENT**

The Service Delivery Manager receives funding from the European Commission via the Coordinator for organizing the Pilot Case. Under the Convert2Green Grant Agreement and the Consortium Agreement, some of the obligations have to be imposed to the Innovative Company and to Other Third Party. Those obligations are reflected in this Agreement. The specific obligations that the Innovative Company and the Other Third Party must ensure described in the Grant Agreement are reproduced in Annex 1.

The Innovative Company and the Other Third Party(ies) acknowledge and agree that these obligations comprised in this Agreement are fully applicable to them and shall do everything that is necessary to comply with these obligations, it being understood that the Innovative Company and the Other Third Party(ies) are only bound by this Agreement and not by the Grant Agreement or Consortium Agreement.

1. **TERMS AND CONDITIONS FOR THE FINANCIAL SUPPORT**
	1. The PC Partners shall take part in the Pilot Case in accordance with the state of the art.

The PC Partners shall do their best effort to carry out the tasks according to the schedule set forth in Annex 2 “JIP” and shall report to the Service Delivery Manager on the activities’ progress in regular intervals as indicated in Annex 2 “JIP”.

Such technical reports shall contain detailed information on the results generated by the PC Partners and in particular by the Innovative Company and the Other Third Party(ies).

The applicants are expected to cover their own expenses in relation to the project (e.g., own personnel cost, travel, material provision and preparations, etc.) that should amount to at least 30% of the overall project budget. These will be considered as in-kind contributions to the project. Neither, the applicants will receive direct financial support from the project consortium. Nor, the applicants are required to pay for the services received by the Convert2Green consortium.

All PC Partners will jointly contribute to the Final (technical) Reporting (Annex 3) and associated deliverables, wich will be delivered to the Coordinator at the end of the PC. The Coordinator will share the technical report with the Convert2Green Partners except for those parts marked as Confidential (see paragraph 5). The Innovative Company and all Voucher beneficiaries shall use the “Implementation Plan” in Annex 2. The following elements shall at least be included in this technical report:

a) The Identification of the Pilot Case

b) The identification of milestones, based on the completion of several tasks.

c) Detailed information on the deliverable achieved for the implementation of the Pilot Case.

d) Value achieved by the use of OITB technologies in the target application (xxx) of the PC that was not possible with standard technologies.

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1. **LIABILITY**
	1. The PC Partners shall comply with all mandatory applicable laws, rules and regulations, including, but not limited to safety, security, welfare, social security and fiscal laws, rules and regulations.
	2. The PC Partners shall not be entitled to act or to make legally binding declarations on behalf of the Service Delivery Manager or any other Convert2Green Beneficiaries and shall indemnify all of the latter from any third party claim resulting from a breach of these obligations.
	3. The contractual aggregated liability of the Service Delivery Manager under this Agreement shall in any case be limited to the amount of the Financial Support provided in the frame of the PC. The Service Delivery Manager 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.

The maximum amount of liability to be taken into account in case of breach of confidentiality and/or infringement of the intellectual property rights of any other Party or any Affiliated Entity, which is the result of any activity or use of such intellectual property rights that exceeds the scope of the Access Rights granted by or pursuant to Joint Implementation Agreement shall not exceed the amount of the financial support provided in the frame of the PC.

* 1. This limitation of liability (4.3) shall not apply in case of wilful act or gross negligence, fraud, death, injury to natural persons, wilful misconduct or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.
	2. The Innovative Company and the Other Third Parties shall fully and exclusively bear the risks in connection with the Pilot Case for which Financial, technical/non technical Support is granted by the Service Delivery Manager. The Innovative Company and the Other Third Parties shall indemnify the Convert2Green Beneficiaries and the Service Delivery Manager for all damages, penalties, costs and expenses which the Convert2Green Beneficiaries or theService Delivery Manager as a result thereof would incur or have to pay to the European Commission or to any third parties with respect to such Pilot Case financially supported and/or for any damage in general which the Convert2Green Beneficiaries or theService Delivery Manager incur as a result thereof. In addition, should the European Commission have a right to recovery against the Service Delivery Manager or another Convert2Green Beneficiary regarding the Financial Support granted under this Agreement, the Innovative Company and the Other Third Parties shall pay the sums in question in the terms and the date specified by the Service Delivery Manager. Moreover, the Innovative Company and the Other Third Party shall indemnify and hold the Convert2Green Beneficiaries and the Service Delivery Manager, 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.
	3. In respect of any information or materials (including Results and Background) supplied by one Party to another Party or to a Convert2Green Beneficiary, or by a Convert2Green Beneficiary involved in the applicable Pilot Case 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.

1. **INTELLECTUAL PROPERTY RIGHTS POLICY**

PC Partners acknowledge the terms of the “Intellectual Property Rights Policy” defined hereinafter. PC Partners agree that it will comply with the Intellectual Property Rights Policy to ensure that the Service Delivery Manager will always be able to comply with such terms towards the other Convert2Green Beneficiaries.

**5.1 General Principle regarding Ownership**

Results are owned by the Party that generates them.

**5.2 Joint Results**

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

The joint owners shall execute a joint ownership agreement regarding the allocation and the terms and conditions of Exploitation of the joint Result as soon as possible. They shall do all their best efforts to execute such joint ownership agreement at the latest twelve (12) months as from the date of generation of such joint Results.

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

Explanatory note: For each Pilot Case, and at the time the selected Service Delivery Manager will issue the Joint Implementation Agreement as described in Annex 2, the Service Delivery Manager shall make, at his own discretion, the choice of one of the options hereunder stated regarding the exploitation of Joint Foreground :

**OPTION 1 :**

Unless otherwise agreed:

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

- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:

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

(b) Fair and Reasonable compensation.

**OPTION 2 :**

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

**5.3 Access Rights**

For the purpose of this article 5.3, Background shall mean the Background as listed in the Joint Implementation Agreement and validated by the Parties for the concerned Pilot Case.

Access Rights to Background and Results may be requested by each PC Partner only if these Access Rights belong to a Party and if the following conditions are fulfilled, and unless specific restrictions inserted in Annex 2 “JIP”:

* Subject to the prior written approval of the owning Party, Access Rights on Background or Results to Innovative Companies and/or Other Third Party, if Needed for implementation of its/their own tasks in the Pilot Case, shall be granted for the duration of the Pilot Case on royalty-free basis;
* Subject to the prior written approval of the owning Party and upon separate written bilateral agreement, Access Rights on Background or Results to Innovative Companies and/or Other Third Party, if Needed for Exploitation of their own Results obtained through the Pilot Case, shall be granted on Fair and Reasonable conditions. A request for Access Rights for Exploitation may be made up to twelve (12) months after the end of the Pilot Case.

Innovative Companies and/or Other Third Parties which obtain Access Rights in return will fulfil confidentiality obligations as determined in the Section 6.

For the sake of clarity, a Party participating to an Pilot Case shall not grant to an Innovative Company and/or to an Other Third Partyany Access Rights to another Party’s Background or Results without the owning Party’s prior written authorization.

The Convert2Green Beneficiaries involved in the Pilot Case enjoy the same Access Rights on Background or Results owned by the Innovation Company and/or by an Other Third Party for implementation of the Pilot Case or, Exploitation of their Results, under the same conditions mentioned hereinabove.

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

1. **CONFIDENTIALITY**

**6.1** All information of whatever nature and in whatever form or mode of communication, which is disclosed by a Party (the “**Disclosing Party**”) to another Party (the “**Recipient**”) in connection with the Demo Case during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally or intangible form has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) working days from oral or intangible disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipients hereby undertake for the duration of the Demo Case and a period of five (5) years after the end of the Pilot Case:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;

- not to disclose Confidential Information to any third party other than its Affiliated Entities without the prior written consent by the Disclosing Party;

- to ensure that internal distribution of Confidential Information by a Recipient to its employees or to its Affiliated Entities shall take place on a strict need-to-know basis; and

- except as required for continuing Access Rights, to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form, provided that Recipients may retain one or more copies of the Confidential Information as may be required automated back-up archiving practices, subject to the provisions of this agreement. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable mandatory laws and regulations (i.e. public policy legislation). The Confidentiality obligations shall continue to apply to any Confidential Information retained by Recipients pursuant to the aforementioned terms.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees, other staff members or third parties (subcontractors, Affiliated Entities) if previously authorized involved in the Demo Case and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Demo Case and/or after the termination of the contractual relationship with each of them.

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

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;

- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;

- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;

- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or

- the Confidential Information was already known to the Recipient prior to disclosure without any obligation of confidentiality to the Disclosing Party or

- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order subject to the last paragraph of this Section.

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

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

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

- notify the Disclosing Party of said request, and

- comply to the extent possible with the Disclosing Party’s reasonable instructions to protect the confidentiality of the information at the Disclosing Party’s expense, and

- make such disclosure only to the extent it is compelled.

**6.2** As far as Service Delivery Manager is concerned, disclosure of Confidential Information to the European Commission shall be governed by the terms of the Grant Agreement and to the Convert2Green Beneficiaries by the Consortium Agreement.

1. **DISSEMINATION**

Each Party agrees that any dissemination activity (including publications, presentations or contributions to any standards organisation) by the Innovative Company and/or by an Other Third Party is subject to the prior written approval of the other Parties.

The Service Delivery Manager [OPTIONAL : and the other Convert2Green Beneficiaries] is/are entitled to include the main issues and information regarding the Pilot Case in their reporting towards the European Commission, subject to prior written notification to the Innovative Company and/or to the Other Third Party and provided the reporting does not disclose Confidential Information of the IC. Following notification if the Innovative Company and/or to the Other Third Party demonstrates that its legitimate interests in relation to its Results or Background would suffer significant harm by the intended dissemination, the Service Delivery Manager will take appropriate steps to safeguard those legitimate interests. Notwithstanding the foregoing, the rules for the mandatory reports towards to European Comission shall allways prevail.

The Service Delivery Manager and the other PC Partners are entitled to include the main issues and information regarding the Demo Case and in particular value elements (labeled “d” of the technical report in their ongoing marketing effort for the Convert2Green initiative. These marketing efforts encompass physical (events, meetings, posters, leaflets…) as well as online (website, social media,…) elements.

1. **CHECKS AND AUDITS**

The Innovative Company and the Other Third Party undertake 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 Demo Case and the provisions of this Agreement are being properly implemented.

The Innovative Company and the other Beneficiaries 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 PC Partners agree 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 PC Partners undertake 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 Innovative Company and of PC Partners and to all the information, including information in electronic format, needed in order to conduct such audits.

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

1. **TERMINATION**

The Service Delivery Manager can terminate this Agreement with immediate effect through written notice to the other Parties involved in the DC:

* if a 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 Innovative Company and/or another the Other Third Party(ies) 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 Innovative Company and/or the Other Third Party(ies)is subject to an event of Force Majeure, which prevents the Innovative Company and/or the Other Third Party(ies) from correct performance of its obligations hereunder and such circumstances have lasted, or can reasonably be expected to last more than three (3) months.

Access Rights granted to the Innovative Company and/or Other Third Party(ies) shall cease immediately upon the effective date of termination.

1. **CONCLUDING CONDITIONS**
	1. This Agreement shall enter into force on the date as written in the Annex 2 “JIP”.

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

* + 1. The Innovative Company’s consistent level in its respective field of expertise played a key role in the selection of the Innovative Company to implement the Pilot Case. Any total or partial transfer of provisions and the rights and duties it entails is subject to the prior formal approval of all signatories. The same applies to all Other Third Parties.
		2. Any subcontract by the Innovative Company and/or by the Other Third Parties concerning some of its tasks under this Agreement requires the prior written consent of the Service Delivery Manager and does not affect its own obligations resulting from this Agreement. The Innovative Company and/or the Other Third Parties shall secure that the subcontractor will comply with all obligations – especially coming from the Grant Agreement, and with regard to confidentiality – resulting from this Agreement and that the results attained by the subcontractor will be available in accordance with Section 5.
	1. 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.
	2. This Agreement shall be governed by and construed in accordance with the laws of Belgium.
	3. 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 Brussels, Belgium.
	4. List of Annexes:

Annex 1 Grant Agreement specific obligations

Annex 2 Joint Implementation Plan

Annex 3 Final Report Template

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

|  |  |
| --- | --- |
| Signature Innovative Company (END-USER): | Signature Convert2Green (RTO) Service Delivery Manager: |
| Date : | Date : |

OPTIONAL

|  |
| --- |
| Signature Convert2Green Business Partner  |
| Date :CA Party (Business supplier) |

OPTIONAL

|  |
| --- |
| Signature THIRD PARTY SUPPLIER(S) |
| Date : *TP RTO or TP SME (Tech or non tech suppliers)* |

**ANNEX 1 - GRANT AGREEMENT SPECIFIC OBLIGATIONS**

As an indirect beneficiary, the Innovative Company and the other Third Party Beneficiaries (hereinafter “Beneficiaries”) have to fulfill the obligations described in articles 12, 13, 16, 18, 25, 26, 33 of the Grant Agreement. These sections are part of the Agreement. In case on contradiction between these sections and the Agreement, the terms of the Agreement will prevail.

**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 28) and the grant or the beneficiary may be terminated.

**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.

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:

1. need to know it in order to implement the Agreement and
2. 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:

1. this is necessary to implement the Agreement or safeguard the EU financial interests and
2. the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

1. the disclosing party agrees to release the other party
2. the information becomes publicly available, without breaching any confidentiality obligation
3. the disclosure of the sensitive information is required by EU, international or national law.

**13.3 Consequences of non-compliance**

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

**ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS —ACCESS RIGHTS AND RIGHTS OF USE**

**16.1 Background and access rights to background**

The beneficiaries must give each other and the other participants access to the background identified as needed for implementing the action, subject to any specific rules in Annex 5.

‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

1. held by the beneficiaries before they acceded to the Agreement and
2. needed to implement the action or exploit the results.

If background is subject to rights of a third party, the beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

**16.2 Ownership of results**

The granting authority does not obtain ownership of the results produced under the action. ‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

**16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes**

The granting authority has the right to use non-sensitive information relating to the action and materials and documents received from the beneficiaries (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes — during the action or afterwards.

The right to use the beneficiaries’ materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

1. use for its own purposes (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
2. distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
3. editing or redrafting (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
4. translation
5. storage in paper, electronic or other form
6. archiving, in line with applicable document-management rules
7. the right to authorise third parties to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority
8. processing, analysing, aggregating the materials, documents and information received and producing derivative works.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Where applicable, the granting authority will insert the following information: “© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions.”

**16.5 Consequences of non-compliance**

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

**ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION**

**Recruitment and working conditions for researchers**

The Beneficiaries must take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers[[1]](#footnote-1), in particular regarding:

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

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

**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.

**25.3 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 883/2013[[2]](#footnote-2) and No 2185/96[[3]](#footnote-3)

- 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 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing 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 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 of the Grant Agreement. 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:

1. 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
2. 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

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:

1. an invitation to submit observations on the list of grants affected by the findings
2. the request to submit revised financial statements for all grants affected
3. 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:

1. considers that the submission of revised financial statements is not possible or practicable
2. does not submit revised financial statements.

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

1. an invitation to submit observations on the list of grants affected by the findings and
2. 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 of the Grant Agreement.

**ARTICLE 26 — IMACT EVALUATION**

**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. 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 of the Grant Agreement.

**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.

**17.5 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced. Such breaches may also lead to other measures described in the Grant Agreement (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.

**ANNEX 2 - JOINT IMPLEMENTATION PLAN**

This Convert2Green Joint Implementation Agreement for implementation of the Pilot Case by the Innovative Company, hereinafter referred to as the “JOINT IMPLEMENTATION PLAN (JIP)”, is entered into by and between the Parties mentioned in appearance on page 1 of the Joint Implementation Agreement:

Whereas the Service Delivery Manager and the Innovative Company (OPTIONAL : and the other Convert2Green Beneficiaries) have agreed the main terms and conditions to implement the Demo Case in the course of the Convert2Green Project by signing the Joint Implementation Agreement n° ……...

Now therefore it has been agreed as follows:

**1. TERMS AND CONDITIONS FOR THE PILOT CASE**

The Innovative Company shall implement the Pilot Case in accordance with the following:

**1.1. Description of the Pilot Case**

|  |  |
| --- | --- |
| Company name |  |
| Team members (name/role/mail/phone number) |  |
| Demo Case Title |  |
| Acronym |  |
| Cut-off N° |  |
| Date of selection |  |
| Starting date of the Pilot Case |  |
| Duration of the Pilot Case |  |

**1.2. Parties involved in the Pilot Case**

***Innovative Company***

|  |  |
| --- | --- |
| Third party Organisation | Soria Natural  |
| Main contact |  |
| Name & surname |  |
| Department |  |
| Tel: |  |
| Email: |  |
| Other contact(s) |  |
| Name & surname |  |
| Department |  |
| Tel: |  |
| Email: |  |

***Service Delivery Manager (Convert2Green Beneficiary #1)***

|  |  |
| --- | --- |
| Convert2Green Organisation |  |
| Name & surname |  |
| Department |  |
| Tel: |  |
| Email: |  |

***Involved Convert2Green Beneficiary #2***

|  |  |
| --- | --- |
| Convert2Green Organisation |  |
| Main contact |  |
| Name & surname |  |
| Department |  |
| Tel: |  |
| Email: |  |
| Other contact(s) |  |
| Name & surname |  |
| Department |  |
| Tel: |  |
| Email: |  |

***Involved Convert2Green Beneficiary #3***

|  |  |
| --- | --- |
| Convert2Green Organisation |  |
| Main contact |  |
| Name & surname |  |
| Department |  |
| Tel: |  |
| Email: |  |
| Other contact(s) |  |
| Name & surname |  |
| Department |  |
| Tel: |  |
| Email: |  |

***Involved Convert2Green Beneficiary #4***

|  |  |
| --- | --- |
| Convert2Green Organisation |  |
| Main contact |  |
| Name & surname |  |
| Department |  |
| Tel: |  |
| Email: |  |
| Other contact(s) |  |
| Name & surname |  |
| Department |  |
| Tel: |  |
| Email: |  |

**1.3 OBJECTIVES**

|  |
| --- |
| **Pilot Case objectives** |
| End-product prototype description  |  |
| End-product prototype functionalities: |  |

|  |
| --- |
| **Product, components, technologies** |
| Product / components building blocks brought by the IC  |  |
| OITB Technologies brought by technical supplier  |  |

**1.4. IMPLEMENTATION PLAN** **OF THE PILOT CASE**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Tasks #.#** | Task description | Task leader  | Partners roles | Estimated PM per partner | Measurable outcome | Start/End (months) |
| Outline scope of work |  |  |  |  |  |  |
| Milestones |  |  |  |  |  |  |
| Deliverables  |  |  |  |  |  |  |
| TASK 1 |  |  |  |  |  |  |
| Task 1.1 |  |  |  |  |  |  |
| Deliverable |  |  |  |  |  |  |
| Task 1.2 |  |  |  |  |  |  |
| Deliverable |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| TASK 2 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| TASK 3 |  |  |  |  |  |  |

**1.5. PARTIES IPR**

|  |  |
| --- | --- |
| Service Delivery Manager ’SUPPLIER(S) Background(including limitations and restrictions) | **<**describe Background > |
| Innovative Company’s (END-USER) Background(including limitations and restrictions) | **<**describe Background > |
| SUPPLIER(S) Background(including limitations and restrictions) | **<**describe Background > |
| Specific provisions for Joint Results |  |
| Joint Results Option chosen by the Service Delivery Manager | **Option 1** **[ ]** *or* **Option 2** **[ ]**  |

**1.6.**

**1.7. ESTIMATED COSTS**

The Open Call beneficiary(ies) will estimate costs, per category of costs, to be covered from the Convert2Green project budget. Short description of costs will also be given.

The total cost of the services delivered by the Convert2Green beneficiaries to the Innovative Company under this agreement amounts to: XXX.XXX €

the innovative company is expected to contribute own effort to the project (in-kind contribution) representing 30% of the total costs of the services delivered, in compliance with Horizon Europe funding rules for For-Profit organisations.

Maximum cost request can be claimed only if in-kind contribution reaches the level set by Horizon Europe funding rules.

|  |  |  |
| --- | --- | --- |
| **Company costs ( costsin-kind)** | **Estimated (JIP)** | **Short description**  |
| EUR | % |
| 1. Personnel |  |  |  |
| 2. Consumables, materials, components |  |  |  |
| 3. Travel |  |  |  |
| 4. Subcontracting |  |  |  |
| 5. Other |  |  |  |
| 6. Indirect costs |  |  |  |
| **Total costs** |  |  |  |

**1.8. AFFILIATED ENTITIES**

If applicable to be defined for each PC Partner:

**2. MISCELLANEOUS**

2.1 This JIP, composed of the Joint Implementation Agreement and its Annexes 1 to 3 included, constitutes the sole and complete understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous communications between the Parties concerning such subject matter. This JIP will be governed and construed according to the choice of governing and constructive law set forth in the Joint Implementation Agreement.

2.2 Save to the extent expressly modified in this JIP, all of the terms of the Joint Implementation Agreementand Annexes 1-3 included shall apply to this JIP. Save to the extent expressly specified in this JIP, all capitalized terms used in this JIP which are defined in the Joint Implementation Agreement shall have the meaning given in the JIP. In the event of a conflict between this JIP and the terms of the Joint Implementation Agreement, the terms of the Joint Implementation Agreement shall apply.

2.3 The terms of Article 10.1 of the Joint Implementation Agreement will apply to the signing and enforceability of this Annex 2.

**ANNEX 3 - FINAL REPORT TEMPLATE**

The final report includes one prototype and associated publishable summary, an exploitation plan, a declaration of costs and a feedback survey.

**Prototype & publishable summary**

This part is PUBLIC. Any information the company wants to keep confidential must be explicitly mentioned inside the JIP (Annex 2).

* High-resolution picture(s) of the prototype with caption(s)
* Video of the prototype
* Partners list
* Description of problem to be solved
	+ Application and performance indicators to be achieved
	+ Specific problem within the application to be addressed by Convert2Green technology
* Description of Solution
	+ Including the contribution of OITB technologies (and Convert2Green) to achieve the performance in the Pilot Case
* Results:
	+ Physical description of prototype
	+ Functional description of prototype
	+ Functional assessment level: component level or end-product level
	+ Results of functional assessment
	+ What has been achieved the performance of the PC prototype

All information will be compiled and delivered by the company, as a readily publishable summary.

**Exploitation plan**

This table is CONFIDENTIAL, containing the following items,

* Market description
* Strategic positioning & unique value proposition
* Sustainability plan
* Value Chain description
* Public co-funding opportunities
* Private funding opportunities

All information will be compiled and delivered by the buisness partner.

**Declaration of costs**

This table is CONFIDENTIAL, declaring the company costs (costsr and in-kind) at the end of the PC versus estimated costs presented inside the JIP.

|  |  |  |  |
| --- | --- | --- | --- |
| **Company costs (Costs and in-kind)** | **Estimated (JIP)** | **Declared**  | **Short description**  |
| EUR | % | EUR | % |
| 1. Personnel |  |  |  |  |  |
| 2. Consumables, materials, components |  |  |  |  |  |
| 3. Travel |  |  |  |  |  |
| 4. Subcontracting |  |  |  |  |  |
| **Total costs** |  |  |  |  |  |

All information will be delivered by the company.

**Feedback survey**

This survey is CONFIDENTIAL and will be completed by the company.

The survey will beavailable online to collect the feedback of companies on their experience through Convert2Green and will beused as lessons learnt & best practices recommendation to improve Convert2Green OITB services.

1. Commission Recommendation 2005/251/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p. 67). [↑](#footnote-ref-1)
2. Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 [↑](#footnote-ref-2)
3. Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2). [↑](#footnote-ref-3)