

## THIRD PARTY PROJECT AGREEMENT

for the Third Party Project: [insert title and acronym]

### Between:

**The entities participating in the implementation of the 6G-XR Action** (hereinafter referred to as “Consortium Partners”), represented by University of Oulu, (hereinafter referred to as “UOULU” or the “Coordinator”),

The Consortium Partners are:

#### The Beneficiaries:

**1 OULUN YLIOPISTO (UOULU)**, Pentti Kaiteran katu 1, P.O.Box 8000, 90014 Oulun yliopisto, Finland, Business identity code: 0245895-5, the “Coordinator”

**2 TEKNOLOGIAN TUTKIMUSKESKUS VTT OY**, Tekniikantie 21, P.O. Box 1000, 02044 VTT, Business identity code: 2647375-4

**3 NOKIA SOLUTIONS AND NETWORKS OY**, Karakaari 7, 02610 Espoo, Finland, business identity code 2058430-6 (For the clarity, University of Oulu is not authorised to execute this Third Party Agreement on behalf of NOKIA)

**4 FUNDACIO PRIVADA I2CAT, INTERNET I INNOVACIO DIGITAL A CATALUNYA** Gran Capità, 2-4, Nexus I, 2a planta, Barcelona, Spain, VAT Number: ESG63262570

**5 TELEFONICA INNOVACION DIGITAL SL** Ronda De La Comunicacion S/N Edificio Central, 28050, Madrid, ES, VAT Number ESB83188953

**6 CAPGEMINI ESPAÑA S.L.** CALLE ANABEL SEGURA 14, 28108, ALCOBENDAS MADRID, ES. VAT Number: B-08377715

**7 MATSUKO s.r.o.**

**8 ERICSSON ESPANA SA** (For the clarity, University of Oulu is not authorised to execute this Third Party Agreement on behalf of ERICSSON ESPANA SA)

**10 INTEL DEUTSCHLAND GMBH** Am Campeon 10, 85579 Neubiberg, Germany, VAT number DE815231432

**11 FUNDACION CENTRO DE TECNOLOGIAS DE INTERACCION VISUAL Y COMUNICACIONES VICOMTECH** with legal address in Paseo Mikeletegi 57, 20009, San Sebastian, Spain, VAT number ESG75051912. (For the clarity, University of Oulu is not authorised to execute this Third Party Agreement on behalf of VICOMTECH)

**12 RAYTRIX GMBH** Schauenburgerstraße 116, 24118 Kiel, Germany, VAT number DE264446080

**14 INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM** vzw (IMEC), Register of Legal Entities Leuven VAT BE 0425.260.668, with its registered office situated at Kapeldreef 75, 3001 Leuven, Belgium

**15 INSTITUTO DE TELECOMUNICACOES (IT)**, VAT Nr: PT502854200, with its registered office situated at Campus Universitário de Santiago, 3810-193, Aveiro, Portugal

#### Associated Partners:

**9 INTERDIGITAL EUROPE LTD** established in 64 Great Eastern Street Ground Floor London EC2A 3QR United Kingdom, VAT number: GB219823788

**13 MARTEL GMBH** established in UBERLANDSTRASSE 111, DUBENDORF 8600, Switzerland, VAT number: CHE108471881MWST;

AND

**The entity/ entities identified below** (hereinafter referred to as “Third Party(ies)”) participating in 6G-XR Project by implementing its/ their own Third Party Project [insert title and acronym] described in the proposal, Annex 1 (hereinafter referred to as “Third Party Project”) and represented by (hereinafter referred to as “Third Parties Coordinator”).

### The Third Party are:

[insert entity name, address, and VAT], Third Parties Coordinator

The Consortium Partners and the Third Parties are hereinafter referred to as the “Parties” or individually as the “Party”.

## 1. Background

- 1.1 This Third Party Project Agreement (hereinafter referred to as “Agreement”) is related to the project called **6G eXperimental Research infrastructure to enable next-generation XR services** project no **101096838**, in short: **6G-XR** (hereinafter referred to as “6G-XR Project”). The 6G-XR Project is funded by the European Union as part of the Horizon Europe – the Framework Programme for Research and Innovation (2021-2027). The 6G-XR Project is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes.
- 1.2 The Beneficiaries of the 6G-XR Project and the European Union represented by the European Commission (hereinafter referred to as “Granting Authority”) have entered into a **Grant Agreement number 101096838** regarding the 6G-XR Project (hereinafter referred to as “Grant Agreement”). The 6G-XR Project comprises sixteen (16) collaborating Consortium Partners. UOULU is the Coordinator of the 6G-XR Project.
- 1.3 In the Grant Agreement the Beneficiaries and the European Union have agreed in compliance with the terms and conditions of the Grant Agreement (Article 9.4.) that the 6G-XR Project includes providing Financial Support to third parties in the form of grants (hereinafter “FSTP”). The third parties receiving FSTP will be selected through open calls that shall be organised as a part of the 6G-XR Project.
- 1.4 For the clarity, the third parties receiving FSTP do not become party to the Grant Agreement or the Consortium Agreement and are not parties of the 6G-XR Project. They are not service providers or sub-contractor of the 6G-XR Project and they do not implement 6G-XR Project tasks, but they may receive (indirectly) EU funding from the 6G-XR Project in compliance with this Agreement. Therefore, contractual arrangements with the selected recipients of FSTP shall be concluded to ensure their compliance with certain parts of the Grant Agreement (as detailed herein).

## 2 Purpose

- 2.1 This Agreement is concluded within the context described above.
- 2.2 According to Article 9.4. of the Grant Agreement each Third Party receiving FSTP must comply with certain obligations of the Grant Agreement in accordance with the terms and conditions of this Agreement.

The purpose of this Agreement is to specify the terms and conditions applicable to the Third Party Project. The Third Party Project for which FSTP is provided to the Third Party(ies) is described in Annex 1 to this Agreement.

### **3 The object of the Agreement**

- 3.1 The independent external evaluators nominated by the 6G-XR Project have evaluated the Third Party Project proposal (Annex 1) submitted for funding under the 6G-XR Project under the call: 6G-XR-OC3 in accordance with the requirements established in the call documents: <https://www.6g-xr.eu/open-calls/oc3/>
- 3.2 Based on the evaluation of these independent external evaluators the 6G-XR Project Management Team has selected the Third Party Project for funding and implementation subject to the terms and conditions detailed hereunder

### **4 The implementation of the Third Party Project**

4.1 The Third Party(ies) shall endeavour to ensure that all activities under this Agreement are performed to the highest professional standards and in accordance with the state of the art and the terms and conditions of this Agreement.

4.2 The Third Party(ies) shall carry out the Third Party Project in accordance with:

1. the terms and conditions set out in this Agreement, including the identified parts of the Grant Agreement and Horizon Europe Regulation;
2. the requirements set out in the call documents and in the Guide for Applicants (Annex 2) and
3. the Third Party Project proposal (Annex 1)

The Third Parties are jointly and severally liable for the performance of their obligations under this Agreement. The Third Parties have appointed the Third Parties Coordinator from among them and authorised it with a power of attorney or with a separate agreement signed by the authorised representative(s) of the Third Parties to sign this Agreement on Third Parties' behalf. The Third Party Coordinator is responsible for ensuring that the other Third Parties have validly committed to the terms and conditions of this Agreement. For the clarity, this shall be applied only in case there are several Third Parties implementing the Third Party Project.

4.3 The Third Party(ies) shall be entitled to an assigned mentor who shall be nominated by Consortium Partners from among the Consortium Partners (hereinafter the "Mentor"). The Mentor shall monitor the technical work, and to support Third Party(ies) to perform its/their tasks in the Third Party Project, thus ensuring their integration in the overall 6G-XR Project work.

However, in respect of mentoring, no warranty or representation of any kind is made, given

or implied as to the sufficiency or fitness for purpose. Therefore, the Third Party(ies) shall in all cases be entirely and solely liable for the implementation of the Third Party Project.

4.4 The Consortium Partners will (through the Mentor) monitor the progress of the Third Party Project. Such monitoring may include for example meetings with the Third Party (ies) and site visits in the premises of the Third Party(ies).

4.5 Each Third Party shall notify the Coordinator and the Mentor as soon as possible of any changes affecting the implementation of the Third Party Project. In addition, each Third Party shall at all times during the implementation of this Agreement, provide any information requested by the Coordinator or the Mentor assigned for the Third Party Project, through the Third Parties Coordinator, in relation to this Agreement.

4.6. The Third Party(-ies) undertake(s) to comply with all applicable sanctions, import control and export controls laws, regulations, executive orders, treaties and other agreements in force from time to time applicable to that Third Party.

## **5 Reporting and Deliverables**

Within 21 calendar days after the end of the Third Party Project the Third Party(ies) shall deliver to the Coordinator, through the Third Parties Coordinator, the final reporting and the deliverables which shall include (hereinafter “Deliverables”):

- deliverables described in the Third Party Project proposal (Annex 1)
- the final report describing activities implemented and the Results (that must be linked to the identified milestones), and all other reports set out in the call documents and in the Guide for Applicants (Annex 2) including evidence of the activities implemented and the actual costs incurred (max. 60 000 euros), adhering to the Horizon Europe costs eligibility and record-keeping rules (articles 6 and 20 of the Grant Agreement). Adequate records and supporting documents to prove proper implementation of the Third Party Project as described in Annex 1 are needed to justify the Grant (article 20 of the Grant Agreement).
- the request for funding duly signed by the Third Party Coordinator`s authorised representative.

## **6 The Approval of the Third Party Project and the payment of the financial support to third parties (the Grant)**

6.1 For the implementation of the Third Party Project the Coordinator shall pay to the Third Parties Coordinator maximum funding of 60 000 EUR Financial Support to Third Parties (hereinafter the “Grant”). The Grant will be in the form of a lump-sum based on the tasks and budget proposed in the Third Party Project Proposal, in line with the requirements specified in the Open Call, Guide for Applicants and in this Agreement.

Unless otherwise specified in the Open Call, the activities that qualify for the Grant are:

- Direct Personnel costs
- Travel costs(only reasonable costs), and other costs related to the Third Party's(ies`) work
- Overhead costs up to 25% of the direct costs.

6.2 The Third Party Coordinator will receive one (1) payment from the Coordinator after the Approval, as described below. The Third Party(ies) shall not receive any advance payments.

Payments will be made in euros. Payments will be made via bank transfer to the account indicated in the Bank account information form (Annex 3).

6.3 The approval of the Third Party Project can be achieved through the following process and only after all the conditions listed herein are met (hereinafter the "Approval"):

- (a) the activities of the Third Party Project, as described in the Third Party Project Proposal and in this Agreement, have been performed completely and implemented properly by the Third Party(ies); and
- (b) the reviewers (the agreed group of experts) appointed by the 6G-XR Project have
  - i. reviewed the Deliverables and the final report (technical and financial) submitted by the Third Party(ies) within 15 (fifteen) days after the end of the Third Party Project; and
  - ii. prepared a positive assessment report of the implementation of the Third Party Project and of the achievement of objectives, milestones and results as described in the Proposal.
- (c) after receiving the assessment report from the reviewers the Project Management Team of 6G-XR Project has decided on the approval of the Third Party Project.
- (d) The Coordinator will communicate to Third Party Coordinator the final decision on the Approval, when applicable, or rejection.

6.4 The Coordinator shall pay 100 % of the Grant to the Third Parties Coordinator within thirty (30) days after the Approval.

6.5 It is the responsibility of the Third Parties Coordinator to distribute the Grant to the other Third Parties in accordance with any arrangement agreed among the Third Parties. The Coordinator nor any of the Consortium Partners can be held liable for the non- or late distribution of the Grant among the Third Parties. The Third Parties Coordinator will indemnify and hold harmless the Coordinator and the Consortium Partners for any claim

resulting from Third Parties in relation thereof.

6.6 The Coordinator is entitled to withhold the payment or claim back the Grant already paid in the event that:

- (a) The Approval, as described in Article 6.3 has not been granted; or
- (b) Third Party(ies) does not comply with this Agreement and is identified by the Project Management Team to be in breach of its obligations under this Agreement; or
- (c) the Grant Agreement is terminated prematurely for whatever reason; or
- (d) this Agreement is terminated prematurely for whatever reason; or
- (e) the European Commission reduces the Grant amount under the heading D.1 "Financial support to third parties" to be paid to the Coordinator under the Grant Agreement.

6.7 Should the Granting Authority have a right to recovery against the Coordinator or any other Consortium Partner regarding the FSTP granted under this Agreement, the Third Party(ies) shall pay the sums in question in the terms and the date specified by the Coordinator. Moreover, the Third Party(ies) shall indemnify and hold the Coordinator and other Consortium Partners 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 Granting Authority.

6.8 Subject to the payment of the Grant in accordance with this Article 6, any costs or expenses incurred by the Third Parties in the execution of the Third Party Project shall be exclusively for their account and they shall be responsible for their costs and expenses concerning their actions, without any liability for the Coordinator or any of the Consortium Partners. The Third Parties shall not receive any additional payments in any circumstances. If (a) Third Party(ies) exceed(s) the Grant, the overspend is considered to be a Third Party(ies)'s own funding, and it does not entitle to claims for additional funding from the Coordinator nor the Consortium Partners.

## **7 Warranties**

7.1 The Third Parties Coordinator warrants, and shall ensure that each Third Party also warrants that:

- (a) each Third Party has, and shall maintain for the term of this Agreement, full power and authority and all necessary licenses and consents to enter into this Agreement and perform all of its obligations under it; and
- (b) there are no actions, claims or proceedings pending or threatened against a Third Party that could adversely affect the performance of its obligations under this Agreement.

## 8 Liability

8.1 The Third Party(ies) shall use all reasonable endeavours to ensure the accuracy of any information and materials it supplies under this Agreement and shall be responsible for any direct loss or damage arising out of any inaccuracies or omissions which are the result of its gross negligence or wilful intent.

8.2 No Party will be responsible towards the other Party for any indirect or consequential loss or similar damage such as, but not limited to:

- 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;
- any other type of indirect, incidental, punitive, special or consequential loss or damage.

8.3 The Consortium Partners shall have no liability for any direct and/or indirect damages to the Third Party(-ies) in relation to the Third Party Project or this Agreement, except the Coordinator for the payment of the Grant subject to the Approval as set out in Article 6.

8.4 The Granting Authority shall have no liability to the Third Party(-ies).

8.5 The liability of the Third Party(ies) to the Consortium Partners in relation to the submission of the Deliverables and the final report shall be limited to the amount of the Grant.

8.6 The limitation of liability stated in sections 8.2 and 8.3. and 8.5 shall not apply to fraud, gross negligence, wilful act or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

In addition the aforementioned limitations of liability in sections 8.2. and 8.5 shall not be applied in case:

- (a) Third Party`s(ies)` breach of any rule or regulation of the Granting Authority referred to in this Agreement, including the Horizon Europe Rules and applicable parts of the Grant Agreement;
- (b) Third Party`s(ies)` breach of intellectual property rights of third parties or Consortium Partners and
- (c) Third Party`s(ies)` breach of confidentiality and security.

8.7 The Third Party(ies) shall fully and exclusively bear the risks in connection with the implementation of the Third Party Project. The Third Party(ies) shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Third Party's actions under this Agreement.

8.8 In case a Third Party's breach of this Agreement or omission creates the Coordinator or any Consortium Partner any kind of liability towards the Granting Authority or towards any third party, the Third Party in breach ("Indemnifying Third Party") shall indemnify and hold harmless the Consortium Partner from any cost, charge, damages, expense or loss incurred by the Consortium Partner as a result of the Indemnifying Third Party's breach or omission.

## **9 Use of images, logos and names of the Consortium Partners**

Each Party may refer to and make known the name and nature of the Third Party Project, including the names of the Parties involved, for the purposes of the Third Party Project. Notwithstanding the foregoing, the Third Party(ies) shall not use or make reference to the image or logo of any of the Consortium Partners without the prior written permission of the Consortium Partner(s) concerned. Any such permission may be withdrawn by the Consortium Partner(s) concerned at any time, and in any event shall expire upon termination of this Agreement.

## **10 Obligations originating from the EU/ Grant Agreement**

The Coordinator will share a copy of the core text of the signed Grant Agreement and Annex 5 (without any other Annexes) with the Third Party Coordinator who is entitled to provide this to the other Third Parties.

The Third Party(ies) shall be subject to the following obligations as set out in the Grant Agreement.

Each Third Party acknowledges having read and understood the identified parts of the Grant Agreement and agrees to comply with those as if it were a "Beneficiary" and as if the Third Party Project were a "Project" as referred in the Grant Agreement:

- Conflicts of interest (Article 12)
  - 12.1 Conflict of interests
  - 12.2 Consequences of non-compliance
  
- Confidentiality and security (Article 13)
  - 13.1 Sensitive information
  - 13.2 Classified information
  - 13.3 Consequences of non-compliance
  
- Ethics and values (Article 14)
  - 14.1 Ethics
  - 14.2 Values
  - 14.3 Consequences of non-compliance
  
- Communication, dissemination and visibility  
Visibility (Article 17)



17.2 Visibility – European flag and funding statement

17.5 Consequences of non-compliance

- Specific rules for carrying out action (Article 18)
  - 18.1 Specific rules for carrying out the action
  - 18.2 Consequences of non-compliance
  
- Information (Article 19)
  - 19.1 Information requests
  - 19.2 Participant Register data updates
  - 19.3 Information about events and circumstances which impact the action
  - 19.4 Consequences of non-compliance
  
- Record-keeping (Article 20).
  - 20.1. Keeping records and supporting documents
  - 20.2 Consequences of non-compliance • Article 25 – Checks, reviews, audits and investigations — Extension of findings
  
- Checks, reviews, audits and investigations — Extension of findings (Article 25)
  - 25.1 Granting authority checks, reviews and audits.
  - 25.2 European Commission checks, reviews and audits in grants of other granting authorities.
  - 25.3 Access to records for assessing simplified forms of funding
  - 25.4 OLAF, EPPO and ECA audits and investigations
  - 25.5 Consequences of checks, reviews, audits and investigations
  
- Extension of findings

The above-mentioned articles of the Grant Agreement shall apply mutatis mutandis to the Third Party(ies). The Third Party agrees that the above articles of the Grant Agreement are explicitly part of this Agreement.

Furthermore, the Third Party(ies) hereby expressly agree that the bodies mentioned in Article 25 of the Grant Agreement (the Granting Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), the Court of Auditors (ECA) can exercise their rights towards the Third Party(ies). Should those bodies decide to carry out a check, review, audit or investigation, each Third Party concerned shall make available all its information, records and other supporting documents relating to the implementation of the Third Party Project/ this Agreement. Should there be an on-the-spot visit by those bodies, the Third Party(ies) shall allow access to its premises and shall ensure that any information requested in relation to the Third Party Project is readily available.

## **11 Conflict of interest, ethics and values**

The Third Party(ies) warrant(s) full compliance with all conflict of interest provisions under the Grant Agreement Article 12 and provisions relating to ethics and values under the Grant Agreement, Article 14.

The Third Party(ies) 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 through the Coordinator 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 Confidentiality and security**

The Third Party(ies) warrant(s) full compliance with all confidentiality and security provisions under the Grant Agreement, Article 13.

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party or its Affiliates (the "Recipient") in connection with this Agreement during the implementation of the Third Party Project and which has been explicitly marked as "confidential" or other similar legend 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 30 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the 6G-XR Project (which shall be communicated by the Coordinator):

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party, whereby an Affiliate of a Consortium Partner is not considered a third 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 destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and other personnel members (such as without limitation PhDs, postdocs, consultants) and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Third Party Project 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 has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was or is subsequently 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.

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

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Recipient 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.

Notwithstanding anything to the contrary, the Consortium Partners shall have a right to disclose the Confidential Information of the Third Party(ies) to the external evaluators selected and contracted by the Consortium Partners for the purpose of reviewing and evaluating the the proposals, reports and Deliverables submitted by the Third Party(ies).

### **13 Intellectual Property Rights (IPR) – Background and Results – Access Rights**

The Third Party(ies) warrant(s) full compliance with all IPR provisions under the Grant Agreement (Article 16 and annex 5) for the provisions on agreement on Background, their Results free from restrictions, ownership of their Results, protection of their Results, Exploitation of their Results, transfer, and licensing of their Results, and Access rights to their Results and Background.

### 13.1 Definitions

**“Affiliate”** means any legal entity, which is directly or indirectly controlling, controlled by, or under common control with a Party by ownership of more than fifty (50) percent of the votes or share capital.

**“Background”** means any and all, data, information or know-how (tangible or intangible) whatever its form or nature, including any IPRs that is/are:

- owned by a Party or that a Party has a right to license, prior to the Effective Date of this Agreement; or
- developed or acquired by a Party independently from the work in the Third Party Project even if in parallel with the performance of the Third Party Project.

**“Intellectual Property Rights”** or **“IPR(s)”** means: all forms of intellectual property, including patents, patent applications and other statutory rights in inventions; copyrights (including without limitation copyrights in Software); registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs; and other similar or equivalent forms of statutory protection, wherever in the world arising or available.

**“Result(s)”** shall have the meaning given to it in the Grant Agreement, meaning any tangible or intangible output of the 6G-XR Project/ Third Party Project, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the 6G-XR Project /Third Party Project as well as any rights attached to them, including Intellectual Property Rights. Results do not include the outputs generated/produced by activities outside of the 6G-XR Project/ Third Party Project.

### 13.2 Results and Background

The Background is the property of the Party that provides the material or information.

Results shall be owned by the Party whose employee(s) generated such Results, or on whose behalf such Results have been generated.

Notwithstanding any ownership or Intellectual Property Rights in the Results/ Deliverables of the Third Party(ies), the Third Party(ies) agree to grant a non-exclusive, royalty-free, transferable and unlimited right of use with the right to modify and for sub-licensing to Consortium Partners and their Affiliates **for the implementation of the 6G-XR Project** with regard to all Results achieved by the Third Party in the course of the work according to this Agreement and to the Background of the Third Party(ies) embedded to these Results and/or to the Background of the Third Party(ies) that is needed for such use of the Results.

If Consortium Partner(s) or their Affiliates need to use the Results of a Third Party **for use or commercial exploitation of their own Results** of the 6G-XR Project, each Third Party shall grant a non-exclusive, transferable right of use with regard to Third Party Results royalty-free conditions. If Consortium Partner(s) or their Affiliates need to use the Background of a Third Party for use or commercial exploitation of their own Results of the 6G-XR Project, each Third Party shall grant a non-exclusive right of use with regard to this Background on fair and reasonable conditions to be negotiated in good faith between the concerned Parties.

The Third Party(ies) acknowledge and agree that the Results/ Deliverables will be integrated by the Consortium Partners (or by the Third Party itself, if specifically agreed between the respective Parties) into the test networks of the Consortium Partners. The Results that will be achieved with this kind of integration shall belong to the Consortium Partner creating/ generating the Result.

If third parties (including employees and other personnel) may claim rights to the Results /Deliverables of the Third Party(ies), the Third Party concerned must ensure that those rights can be exercised in a manner compatible with its obligations under this Agreement.

The Third Parties must indicate the owner(s) of the Results/ Deliverables/ embedded Background/ Background that is needed for the use of the Results in the final report.

The Third Party agrees not to use as part of the Results/ Deliverables any Intellectual Property Rights of a third party for which the Third Party has not acquired the right to grant licenses to the Consortium Partners in accordance with this Agreement.

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

### **13.3 Supplying materials (including Results and Background)**

Nothing in this Agreement shall create any obligation for the Consortium Partners to grant the Third Party(ies) any rights to any materials, including Results and Background, of the Consortium Partners.

If any material or information (including Results and Background) of a Consortium Partner is needed in order to implement the Third Party Project, the conditions of such use must be agreed separately in writing between the Parties in question. For the avoidance of doubt any material or information (including Results and Background) of a Consortium Partner shall be at the absolute discretion of the owning Consortium Partner.

Except as explicitly agreed in this Agreement, any information or materials (including Results and Background) supplied under this Agreement shall be delivered "AS IS" and no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose.

## **14 Dissemination of Results and Visibility**

The Third Party may publish and disseminate its own Results in accordance with the terms and condition of the Grant Agreement and this Agreement.

In case a Third Party wishes to include in its dissemination activity any Consortium Partner`s information or material which are not publicly available or Results, Background and/or Sensitive/ Confidential Information of a Consortium Partner, it needs to first obtain that Consortium Partner`s prior written approval.

In case the Third Party disseminates its own Results the dissemination shall expressly mention that the Consortium Partners of the 6G-XR Project are not responsible for the Results or any use that may be made of the Results. Any communication by the Third Parties shall expressly mention that it only reflects the Third Parties` views and not of the 6G-XR Consortium Partners.

## **15 Record-keeping**

The Third Party must keep evidence of the activities implemented and the actual costs incurred, adhering to the Horizon Europe costs eligibility and record-keeping rules (articles 6 and 20 of the Grant Agreement). Adequate records and supporting documents to prove proper implementation of the Third Party Project as described in Annex 1 are needed to justify the Grant (article 20 of the Grant Agreement).

## **16 Entry into force, duration and Termination**

In case of several Third Parties, the Third Parties Coordinator shall sign this Agreement on behalf of the Third Parties within 14 days of receipt of this Agreement. The Agreement shall enter into force upon its signature by the Parties. The Agreement shall take retroactive effect from the starting date of the Third Party Project: [insert starting date] (“Effective Date”). The duration of the Third Party Project is six months and the end date of the Third Party Project is [insert end date]. However, the Agreement shall remain in force until all the obligations agreed in this Agreement have been completed, with the exception of obligations that due to their nature are intended to continue in force beyond the expiration or termination of the Agreement.

The Consortium Partners (acting through the Coordinator), or the Third Party (acting through the Third Party Coordinator) may terminate this Agreement with immediate effect by giving written notice if the other Party is in material breach of its obligations and such breach either cannot be remedied or, where such breach is capable of remedy, is not so remedied within thirty (30) calendar days of notice being given.

The Consortium Partners, acting through the Coordinator, may terminate the participation of a Third Party by written notice, if a change to a Third Party`s legal, financial, technical, organisational or ownership situation is likely to adversely delay the Third Party Project or to affect the conditions for selecting Third Party funding. In this case, the remaining Third Parties shall remain liable for carrying out the Third Party Project in accordance with this Agreement.

The Consortium Partners, acting through the Coordinator, may terminate this Agreement with immediate effect, if

a) the implementation of the Third Party Project is prevented by force majeure and either:

(i) resumption is impossible, or

(ii) the necessary changes to this Agreement would call into question the decision to award the Grant or breach the principle of equal treatment of applicants in the award procedure.

(b) a Third Party is placed into liquidation, arrangement of debts or reorganization proceeding or bankruptcy or is subject to any other similar proceedings or procedures under national law;

c) a Third Party (or a natural person who has authority to represent the Third Party) has been found guilty of fraud, corruption, involvement in a criminal organisation, professional misconduct;

d) Third Party does not comply with applicable national laws on taxes or social security or export/import control laws and regulations, including applicable sanctions in force.

In the case the Grant Agreement is terminated earlier than planned (before the end date of the 6G-XR Project as defined in the Grant Agreement), this Agreement will also be terminated without any liability.

## **17 Assignment**

No rights or obligations of the Parties arising from this Agreement may be assigned or transferred, in whole or in part, to any third party, without the prior written approval of the other Parties, which may not unreasonably be withheld, conditioned or delayed.

## **18 Language**

This Agreement is drawn up in English, which language shall govern the work of the Third Party Project and all documents, notices, meetings, arbitral proceedings and processes relative thereto.

## **19 Applicable law**

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

## **20 Settlement of disputes**

The Parties shall endeavour to settle their disputes amicably. The Parties shall try to solve amicably any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments thereof, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

If the matter has not been resolved amicably, all disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules.

The place of arbitration shall be Brussels (Belgium) if not otherwise agreed in writing by the conflicting parties. The award of the arbitration will be final and binding upon the Parties.

Nothing in this Agreement shall limit the Parties' right to seek interim injunctive relief or any other temporary measures before any applicable competent court of law.

## **21 Amendments, Variation**

Amendments or variations of this Agreement shall only be effective when expressed in writing and signed by all Parties.

## **Annexes**

These documents form an integral part of this Agreement:

### **Annex 1: Third Party Project Proposal**

This is based on the original submission by the Third Party(ies) for the Third Party Project, which might have been altered during negotiations.

### **Annex 2: Guide for Applicants**

See <https://www.6g-xr.eu/open-calls/oc3/>

### **Annex 3: Bank account information form**

This is the bank information document which must be provided and signed and stamped by the representative of the Third Party.

[https://commission.europa.eu/system/files/2019-06/fich\\_sign\\_ba\\_gb\\_en\\_0.pdf](https://commission.europa.eu/system/files/2019-06/fich_sign_ba_gb_en_0.pdf)

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

### **Annex 4: Declaration of honour**

Declaration of honour on exclusion criteria and absence of conflict of interest

### **Annex 5: Organisation validation information**

**Annex 6:** The core part of the Horizon Europe Grant Agreement number 101096838 and its Annex 5, Specific rules



In case there are discrepancies between this Agreement and Annexes the order of priority shall be as follows:

1. The applicable provisions of the Grant Agreement (Annex 6)
2. This agreement
3. Guide for applicants (Annex 2)
4. Bank account information form (Annex 3); Declaration of honour (Annex 4); Organisation validation information (Annex 5)
5. Third Party Project Proposal (Annex 1)

### **Signatures**

University of Oulu is authorised to execute this Agreement on behalf of the Consortium Partners, excluding NOKIA SOLUTIONS AND NETWORKS OY and ERICSSON ESPANA SA and FUNDACION CENTRO DE TECNOLOGIAS DE INTERACCION VISUAL Y COMUNICACIONES VICOMTECH, who shall sign this Agreement on their own behalf.

In case of several Third Parties, the Third Parties Coordinator is authorised to execute this Agreement on behalf of the other Third Parties.

The Parties have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year written below. Each Party receives a fully signed copy of this Agreement.

### **THIRD PARTIES` COORDINATOR**

on behalf of the Third Parties identified in the beginning of this Agreement (if there are several Third Parties)

Date:

Name(s):

Titles(s)

**UNIVERSITY OF OULU**

on behalf of the Consortium Partners excluding NOKIA SOLUTIONS AND NETWORKS OY  
and ERICSSON ESPANA SA and FUNDACION CENTRO DE TECNOLOGIAS DE  
INTERACCION VISUAL Y COMUNICACIONES VICOMTECH

Date:

Name(s):

Jukka Riekki

Marianne Hiltunen

Titles(s):

Dean

Research Funding Specialist

**NOKIA SOLUTIONS AND NETWORKS OY**

Date:

Name(s):

Titles(s):

**ERICSSON ESPANA SA**

Date:

Name(s): María Noel Navarro Quijano

Demetrio Álvarez Ruiz

Titles(s):

**FUNDACION CENTRO DE TECNOLOGIAS DE INTERACCION VISUAL Y  
COMUNICACIONES VICOMTECH**

Date:

Name(s): Julián Flórez Esnal

Titles(s): General Director

## **Annex 1: Third Party Project Proposal**

This is based on the original submission by the Third Party for the Third Party Project, which might have been altered during negotiations.

## **Annex 2: Guide for applicants**

See <https://www.6g-xr.eu/open-calls/oc3>

### **Annex 3: Bank account information form**

This is the bank information document which must be provided and signed and stamped by the representative of the Third Party.

[https://commission.europa.eu/system/files/2019-06/fich\\_sign\\_ba\\_gb\\_en\\_0.pdf](https://commission.europa.eu/system/files/2019-06/fich_sign_ba_gb_en_0.pdf)

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



## **Annex 4: Declaration of Honour**

**This is the Declaration of Honour document which must be provided and signed and stamped by the representative of the Third Party.**

### **Declaration of honour on exclusion criteria and absence of conflict of interest**

1. As legal representative of [insert legal entity name], I declare that the entity is not:
  - a. bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - b. having powers of representation, decision making or controlling personnel being convicted of, or having been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
  - c. having been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the European Investment Bank and international organisations
  - d. failing to be compliant with obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
  - e. having powers of representation, decision making or controlling personnel having been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
  - f. subject to an administrative penalty for being guilty of misrepresenting the information required by the contracting authority as a condition of participation in a grant award procedure or another procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts or grants covered by the Union's budget.
2. I declare that the natural persons with power of representation, decision-making or control over the aforementioned legal entity are not in the situations referred to in b) and e) above.
3. I declare that I
  - a. am not subject to a conflict of interest and will take all reasonable measures to prevent any situation where the objectives of the Third Party Project might be compromised due to undeclared shared interests;
  - b. have not made false declarations in supplying the required information to the Third Party Project, and have not failed to supply the required information;

c. have not received any other EU grant for this action or any similar action and shall immediately notify the Coordinator of any multiple applications and multiple grants relating to the same or similar action.

d. am not in one of the situations of exclusion, referred to in the abovementioned points a) to f).

4. I certify that I:

a. am committed to participate in the aforementioned Third Party Project as part of the legal entity detailed above;

b. have stable and sufficient sources of funding to maintain its activity throughout its participation in the aforementioned Third Party Project, and will provide any counterpart funding necessary;

c. have or will have the necessary resources as and when needed to carry out its involvement in the above mentioned Third Party Project.

d. will comply with my responsibilities and obligations under the Third Party Project.

e. will respect any third party rights in relation to data provided for processing under the Third Party Project.

f. will abide by international, EU and national laws and regulations that might apply to the substance, or outcome, of data sharing arrangements as relevant to activities that I/my entity will be involved in under the Third Party Project.

g. will not share or disseminate data received through the Third Party Project without the explicit prior consent of the data provider and any others with proprietary rights in relation to that data.

h. will take all reasonable measures to safeguard data provided to me/my entity for use in the Third Party Project against possible misuse and unauthorised access.

i. will abide by international, EU and national laws imposing privacy and data protection requirements (including, in anticipation for its coming into effect, the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)) as relevant. In particular, personal data shared under the Third Party Project will not be re-used for purposes outside the Third Party Project without the explicit prior consent of the data controller.

j. will act in good faith as far as reasonably possible under the Third Party Project.

5. I declare that, to the best of my knowledge, I am eligible to apply for the 6G-XR-OC3 call and all the information I have provided is true.

**Organisation name:**

**Name of representative:**

**Function of representative:**

**Signature:**

**Annex 5: Organisation validation information**

The following must be provided to the coordinator to validate the status of the third party.

You can submit original documents in all the official EU languages. However, you must also submit a certified/official/legal translation into English made by an accredited body or translator. 6G-XR will not be able to validate your status unless you provide these translations.

- Completed Legal Entity Identification form. The form can be found at: [https://commission.europa.eu/publications/legal-entities\\_en](https://commission.europa.eu/publications/legal-entities_en)
- Company Registration Number & Registration Documents.
- Official VAT document (or equivalent) or – if you are not registered for VAT – proof of VAT exemption not older than 6 months or proof that a VAT registration is not required.
- Most recent Financial Statements.
- Staff Head Count Expressed as Full Time Equivalents.