

## ANNEX B

# MODEL SUB-GRANT AGREEMENT\_DRAFT TEMPLATE

## THIRD OPEN CALL FOR PROPOSALS

**Closing dates for proposals: 07 February 2024 at 17:00 CET**

Version 1.0 – 06 December 2023

## STANDARD RESEARCH CONTRACT

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## 1.CONTRACTING PARTIES

The rights and obligations contained in this Funding Agreement derived from the TRUSTCHAIN Grant Agreement and Consortium Agreement.

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

EUROPEAN DYNAMICS LUXEMBOURG (ED), established in rue Jean Engling 12, Luxembourg 1466, Luxembourg, VAT number: LU17535424, represented for the purposes of signing the Agreement by Mr. Konstantinos Velentzas, legal representative of ED, hereinafter referred to as “**Cascade Funding Partner**”,

And

- [if a legal entity]:

**[OFFICIAL NAME OF THE SELECTED THIRD PARTY (Acronym)],**

VAT Number: **[VAT]**

Legal Status: **[XXX]**

PIC Number: **[PIC NUMBER]**

Name of the legal signatory: **[Name]**

Legal office address: **[ADDRESS and COUNTRY]**

- [if a Team of Natural persons]:

**[FIRST AND LAST NAME OF THE NATURAL PERSON 1],**

ID card/Passport Number: **[Number]**

Date of issue: **[Date]**

Taxpayer identification Number: **[Number]**

Legal address: **[ADDRESS and COUNTRY]**

**[FIRST AND LAST NAME OF THE OF THE NATURAL PERSON 2],**

ID card/Passport Number: **[Number]**

Date of issue: **[Date]**

Taxpayer identification Number: **[Number]**

Legal address: **[ADDRESS and COUNTRY]**

**[FIRST AND LAST NAME OF THE OF THE NATURAL PERSON 3],**

ID card/Passport Number: **[Number]**

Date of issue: **[Date]**

Taxpayer identification Number: [Number]

Legal address: [ADDRESS and COUNTRY]

- [if a Consortium of legal entities]:

[OFFICIAL NAME OF THE SELECTED THIRD PARTY 1 (Acronym)], Project Manager and Authorized representative of the consortium,

VAT Number: [VAT]

Legal Status: [XXX]

PIC Number: [PIC NUMBER]

Name of the legal signatory: [Name]

Legal office address: [ADDRESS and COUNTRY]

[OFFICIAL NAME OF THE SELECTED THIRD PARTY 2 (Acronym)],

VAT Number: [VAT]

Legal Status: [XXX]

PIC Number: [PIC NUMBER]

Name of the legal signatory: [Name]

Legal office address: [ADDRESS and COUNTRY]

[OFFICIAL NAME OF THE SELECTED THIRD PARTY 2 (Acronym)],

VAT Number: [VAT]

Legal Status: [XXX]

PIC Number: [PIC NUMBER]

Name of the legal signatory: [Name]

Legal office address: [ADDRESS and COUNTRY]

Referred to as “Selected Third Party”,

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

Whereas European Dynamics and its partners according to the TRUSTCHAIN Consortium Agreement, (hereinafter sometimes collectively referred as the “**TRUSTCHAIN Beneficiaries**” and individually and alternatively referred as a “**TRUSTCHAIN Beneficiary**”) participate to the H2020 project entitled “**TRUSTCHAIN - Fostering a Human-Centred, Trustworthy and Sustainable Internet**” (hereinafter the “**TRUSTCHAIN Project**”).

Whereas the TRUSTCHAIN Beneficiaries entered into a Grant Agreement N° 101093274 with the European Commission (the “**Grant Agreement**” or “**GA**”) and signed together in 2023 a Consortium Agreement with respect to the TRUSTCHAIN Project (the “**Consortium Agreement**” or “**CA**”).

Whereas the TRUSTCHAIN Project involves financial support to selected third parties through a cascade funding scheme (hereinafter “**Cascade Funding**”).

Whereas further to an open call for specific research as described in Annex 1 “**TRUSTCHAIN Specific Contract**”, the Selected Third Party has been selected to implement such research.

Whereas the Selected Third Party will be in charge of the implementation of such research with also the participation of the TRUSTCHAIN Beneficiaries identified in Annex 1 “**TRUSTCHAIN Specific Contract**”.

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

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

Whereas the Cascade Funding Partner is responsible for the execution of this Agreement with the Selected Third Party and for the monitoring of the Research.

Now therefore it has been agreed as follows:

## 2. DEFINITIONS

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

- **Access Rights** means rights to use Results or Background in accordance with the stipulations of the H2020 General MGA – Multi and under the terms and conditions laid down in this Agreement.
- An **Affiliated Entity** of a TRUSTCHAIN Beneficiary means any legal entity shown in Attachment 4 to the CA, directly or indirectly Controlling, Controlled by, or under common Control with that Party, for so long as such Control lasts.
- **Agreement** means this Funding Agreement, together with its Annexes.
- **Background** means any and all, data, information, know-how– whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights – listed in Annex 1 “TRUSTCHAIN Specific Contract” – that is Needed to implement the Project or exploit the Results and that is:
  - owned or controlled by a Party or a TRUSTCHAIN Beneficiary prior to the date of signature of the Specific Contract (Annex 1); or
  - developed or acquired by a Party or a TRUSTCHAIN Beneficiary independently from the work in the Research even if in parallel with the performance of the Research, but solely to the extent that such data, information, know-how and/or intellectual property rights are introduced into the Industrial Experiment by the owning Party.
- **Controlled Licence Terms** means terms in any licence that require that the use, copying, modification and/or distribution of Software or another work (“Work”) and/or of any work that is a modified version of or is a derivative work of such Work (in each case, “Derivative Work”) be subject, in whole or in part, to one or more of the following:
  - (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
  - that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
  - that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software licence that merely permits (but does not require any of) the things mentioned in a) to c) is not under Controlled Licence Terms (and so is under an Uncontrolled Licence).

- **Exploitation** or **Exploit** means the use of results in further research activities other than those covered by the action concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities;
- **Financial Support** means the cash element of the financial support to be given by the Cascade Funding Partner to the Selected Third Party for the implementation of the Industrial Experiment as detailed in Annex 1 “TRUSTCHAIN Specific Contract”.
- **Research** means the research detailed in Annex 1 “TRUSTCHAIN Specific Contract” to be carried out by TRUSTCHAIN Beneficiaries and the Selected Third Party.
- **Result** means the outcome of the Research, which may entail the generation of Works protected by intellectual property rights.
- **Participating Partners** means the entities and organisations participating in the Research, as listed in Annex 1.

### 3. CONDITIONS FROM THE GRANT AGREEMENT AND THE CONSORTIUM AGREEMENT REFLECTED IN THE AGREEMENT

The Cascade Funding Partner receives funding from the European Commission for organizing the Research. Under the TRUSTCHAIN Grant Agreement or the Consortium Agreement, some of the obligations have to be imposed on the Selected Third Party. Those obligations are reflected in this Agreement. The specific obligations that the Selected Third Party must ensure are described in the Multi-Beneficiary General Model Grant Agreement (H2020 General MGA – Multi), available at: [http://ec.europa.eu/research/participants/data/ref/h2020/mga/gga/h2020-mga-gga-multi\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/mga/gga/h2020-mga-gga-multi_en.pdf), in articles 6, 22, 23, 35, 36, 38 and 46. These articles are part of the Agreement, by reference only.

The Selected Third Party acknowledges and agrees that these obligations comprised in this Agreement including Annex 1 and in the Multi-Beneficiary General Model are fully applicable to it and shall do everything that is necessary to comply with these obligations, it being understood that the Selected Third Party is only bound by this Agreement and not by the GA or CA.

### 4. TERMS AND CONDITIONS FOR THE FINANCIAL SUPPORT

4.1 The Selected Third Party shall take part in the Research in accordance with the state of the art. The Selected Third Party shall carry out the tasks according to the schedule set forth in Annex 1 “TRUSTCHAIN Specific Contract” at the latest and shall report to the Cascade Funding Partner on the activities’ progress in regular intervals as indicated in Annex 1 “TRUSTCHAIN Specific Contract”.

4.2 The Selected Third Party shall attend all group and individual coaching and mentoring sessions provided by the TRUSTCHAIN Beneficiaries or the Cascade Funding Partner over the course of the Research.

4.3 The Cascade Funding Partner shall give Financial Support for the Research carried out by the Selected Third Party, within the limits and in accordance with the Guide for Applicants and schedule of payments specified in Annex 1 “TRUSTCHAIN Specific Contract” and always subject to:

- A favourable resolution by the evaluators and coaches responsible for assessing the Project in each of the stages (a set of deliverables and KPIs will be set-up by coaches and sub-grantees and their achievement monitored during the projects’ execution)
- The availability of funds in TRUSTCHAIN bank account during the relevant payment period

- The prior written notice to the Selected Third Party of the date and amount to be transferred to its bank account
- Payments to the Selected Third Party will be made by the Cascade Funding Partner. In particular:
  - The Cascade Funding Partner reserves the right to withhold the payments in case the Selected Third Party does not fulfil its obligations and tasks as per the Guide for Applicant.
  - Banking and transaction costs related to the handling of any financial resources made available to the Selected Third Party by the Cascade Funding Partner shall be covered by the Selected Third Party.
  - Payments will be released no later than fifteen (15) calendar days after the notification by the Cascade Funding Partner.
  - The Selected Third Party is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

4.5 A written payment request must be sent by the Selected Third Party to the Cascade Funding Partner after reception of the favourable resolution by the evaluators and coaches.

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

## 5. LIABILITY

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

5.2 Selected Third Party shall not be entitled to act or to make legally binding declarations on behalf of the Cascade Funding Partner or any other TRUSTCHAIN Beneficiary and shall indemnify all of the latter from any third-party claim resulting from a breach of these obligations.

5.3 The contractual liability of the Cascade Funding Partner under this Agreement shall in any case be limited to the amount of the Financial Support provided to the Selected Third Party hereunder and the Cascade Funding Partner. The Cascade Funding Partner shall not in any case be liable for any indirect or consequential damages such as:

- loss of profits, interest, savings, shelf-space, production and business opportunities.
- lost contracts, goodwill, and anticipated savings;
- loss of or damage to reputation or to data;
- costs of recall of products; or
- any other type of indirect, incidental, punitive, special or consequential loss or damage.

5.4 This limitation of liability shall not apply in cases of wilful act or gross negligence.

5.5 The Selected Third Party shall fully and exclusively bear the risks in connection with the Research for which Financial Support is granted by the Cascade Funding Partner. The Selected Third Party shall indemnify the TRUSTCHAIN Beneficiaries and the Cascade Funding Partner for all damages, penalties, costs and expenses which the TRUSTCHAIN Beneficiaries or the Cascade Funding Partner as a result thereof would incur or have to pay to the European Commission or any third parties with respect to such Research financially supported and/or for any damage in general which the TRUSTCHAIN Beneficiaries or the Cascade Funding Partner incur as a result thereof. In addition, should the European Commission have a right to recover against the Cascade Funding Partner or another TRUSTCHAIN Beneficiary regarding the Financial Support granted under this Agreement, the Selected Third Party shall pay the sums in question in the terms and the date specified by the Cascade Funding Partner. Moreover, the Selected Third Party shall indemnify and hold the TRUSTCHAIN Beneficiaries and the Cascade Funding Partner, their

respective officers, directors, employees and agents harmless from and against all repayments, loss, liability, costs, charges, claims or damages that result from or arising out of any such recovery action by the European Commission.

5.6 In respect of any information or materials (including Results and Background) supplied by one Party to another Party or to a TRUSTCHAIN Beneficiary, or by a TRUSTCHAIN Beneficiary involved in the applicable Research 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.

## 6. INTELLECTUAL PROPERTY RIGHTS POLICY

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

“**Intellectual Property**” means the Background and the Results (foreground) generated in the project.

The background of the third party(ies) is described in Annex 1.1 “TRUSTCHAIN Specific Contract” Article 1.

The background of TRUSTCHAIN partners is described in Annex 1.4 “TRUSTCHAIN consortium background”.

### 6.1. GENERAL PRINCIPLE REGARDING OWNERSHIP

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

### 6.2. JOINT RESULTS

As requested in the Consortium Agreement signed between the TRUSTCHAIN Beneficiaries and the Cascade Funding Partner, all Results generated in the course of the Research within the framework of the project by the Selected Third Party with one or several TRUSTCHAIN Beneficiaries shall be jointly owned between the Selected Third Party and the respective TRUSTCHAIN Beneficiaries.

One or more TRUSTCHAIN Beneficiaries may contribute ideas, knowhow, concepts and other insights (together referred to as “Input”) which, while not in themselves protected under intellectual property rights, are conducive to the generation of the Results. The TRUSTCHAIN Beneficiaries and the Selected Third Party agree that any Results which have been generated on the basis of the Input, shall be construed as Results jointly owned by the TRUSTCHAIN Beneficiary (or -ies) which provided the Input and the Selected Third Party which generated the Result.

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

Unless otherwise agreed:



- each of the joint owners shall be entitled to use their jointly owned Results for internal non-commercial research activities and educational purposes on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise exploit the jointly owned Results, including by granting non-exclusive licences 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 conditions compensation taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

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

## 6.3. ACCESS RIGHTS

6.3.1 The Selected Third Party endeavours to detail in Annex 1.1 “TRUSTCHAIN Specific Contract” Article 1 the Intellectual Property under Controlled License Terms that will be used in the Research.

During the Research, the intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Research requires the prior approval of the Cascade Funding Partner and of the Participating Parties to implement such introduction.

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

- Selected Third Parties have Access Rights to Background and Results if and when such Access Rights have been agreed upon on a case-by-case basis in a separate written agreement between the Selected Third Party and the TRUSTCHAIN Beneficiary/ies concerned. Such separate agreement shall not affect any legitimate right of another TRUSTCHAIN Beneficiary nor violate any of the provisions as set out in the GA and/or CA. The separate agreement shall ensure that the other TRUSTCHAIN Beneficiaries have access to the Background and Results of the Selected Third Parties if needed for the Implementation of the Project or Exploitation of its own Results.
- Selected Third Parties which obtain Access Rights in return shall fulfil confidentiality obligations at least as stringent as the obligations stated in the Consortium Agreement to be arranged in a separate confidentiality agreement between the Selected Third Parties and the TRUSTCHAIN Beneficiaries concerned.
- Access Rights may be requested by the Selected Third Party up to twelve (12) months after the end of the Research.

6.3.3 The Selected Third Party shall grant Access Rights on its Background and/or Results to the TRUSTCHAIN Beneficiaries as far as such Background and/or Results are needed for implementation of the Research and/or implementation of the TRUSTCHAIN Project, and/or exploitation of the TRUSTCHAIN Beneficiaries’ Results.

6.3.3.1 Where any TRUSTCHAIN Beneficiary has Access Rights on the Selected Third Party’s Results and/or Background for implementation of the Research, such Access Rights shall be granted on a royalty-free basis.

6.3.3.2 Where Access Rights on Results and/or Background of the Selected Third Party are needed by TRUSTCHAIN Beneficiaries in order to implement the TRUSTCHAIN Project:

- Access Rights to the Selected Third Party’s Results shall be granted on a royalty-free basis and shall comprise the right to sublicense such Results to the other selected third parties participating in the TRUSTCHAIN Project;

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

6.3.3.3 Where Access Rights on the Selected Third Party's Results and/or Background are needed by TRUSTCHAIN Beneficiaries in order to exploit their Results, the conditions on which Access Rights will be granted shall be negotiated between the Selected Third Party and the TRUSTCHAIN Beneficiary concerned and agreed in a separate written agreement.

Access Rights may be requested by the TRUSTCHAIN Beneficiaries up to twelve (12) months after the end of the Research.

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## 6.4. OPEN SOURCE

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Without detriment to the provisions stated in article 6.1, any Result (including documentation, source code and application programming interfaces), shall be published with a permissive open-source licence (e.g., Apache v2.0 or equivalent) within the TRUSTCHAIN file repository (ies).

If part of the Result is delivered under a proprietary license it shall be duly identified and justified in advance by the Third Party. TRUSTCHAIN beneficiaries will have the right to access to it for evaluating the progress of activities during the TRUSTCHAIN project. Non-disclosure of these proprietary result shall be ensured.

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## 6.5. EXPLOITATION OF THE RESULTS

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Selected Third Parties are required for up to 4 years after the Research to use their best efforts to exploit their Results directly or to have them exploited indirectly by another entity, in particular through transfer or licensing. The Selected Third Party can request the TRUSTCHAIN Beneficiaries to assist in the exploitation of the Results. To this end, the TRUSTCHAIN Beneficiaries will implement during the TRUSTCHAIN Project an exploitation mechanism based on tailor-made cryptocurrency. During the course of the TRUSTCHAIN Project such assistance will be provided free of charge, whereas TRUSTCHAIN Beneficiaries shall have the right to charge a reasonable fee for their assistance with the exploitation after the TRUSTCHAIN Project's end.

If, despite the Selected Third Party's best efforts, the Results are not exploited within one year after the end of the Research, the Selected Third Party must request the TRUSTCHAIN Beneficiaries to assist in the exploitation. The TRUSTCHAIN Beneficiaries shall then use best efforts to assist in such exploitation.

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## 7. CONFIDENTIALITY

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7.1 All information in whatever form or mode of communication, which is disclosed by a Party or an TRUSTCHAIN Beneficiary (the "Disclosing Partner") to the other Party or to any TRUSTCHAIN Beneficiary (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been

confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

7.2 The Recipients hereby undertake for a period of four (4) years after the end of the Research:

- 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 to its Affiliated Entities and Subcontractors) without the prior written consent by the Disclosing Partner, wherein the Recipient must ensure that an arrangement is in place prior to such disclosure that subjects the Affiliated Entities and/or Subcontractors to provisions at least as strict as provided in this Section 10;
- to ensure that internal distribution of Confidential Information by a Recipient, its Affiliated Entities, Subcontractors shall take place on a strict need-to-know basis; and
- to return to the Disclosing Partner, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

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

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Partner 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 Partner;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Multi-Beneficiary General Model Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Partner;
- the Confidential Information was already known to the Recipient prior to disclosure without any confidentiality obligation to the Disclosing Partner, 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.

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

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

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

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

## 8. DISSEMINATION

- Each Party agrees that any dissemination activity (including publications, presentations, contributions to any standards organisation or open-source code) by the Selected Third Party is subject to the prior written approval of the other Participating Partners and upon proper citation of the TRUSTCHAIN project (cf. paragraph 6.4).
- By 30 days from its dissemination request the Selected Third Party will receive the approval to disseminate or the indication of how/when to proceed in the requested dissemination activity. The Selected Third Party has to be aware that a premature dissemination activity could negatively affect IPRs, as patent applications. Moreover, dissemination activities should be compliant with suggested EU commission guidelines about open access publishing.
- The Selected Third Party and the other TRUSTCHAIN Beneficiaries are entitled to include the main issues and information regarding the Research in their reporting towards the European Commission, subject to prior written notification to the Cascade Funding Partner.
- Unless explicitly agreed by the Cascade Funding Partner, any dissemination of results (in any form, including electronic) must display the NGI emblem and the following text: "This project has received funding from the European Union's Horizon 2020 research and innovation program through the NGI TRUSTCHAIN program under cascade funding agreement No. 101093274."

## 9. CHECKS AND AUDITS

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

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

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

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

9.5 In accordance with Union legislation, the European Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors (ECA) may carry out spot checks and inspections of the documents of the Selected Third Party, and of any recipient of Cascade Finding, including at the premises of the Selected Third Party, in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and

other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the European Commission. The Articles 22 and 23 of the Multi-Beneficiary General Model Grant Agreement, also apply to the Selected Third Party.

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## 10. EXPLOITATION

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Without prejudice to clause 6.5 above, as also mentioned in the previous chapter, the EU Commission gives high priority that results of RIA projects generate sustainable business. Most importantly, TRUSTCHAIN aims towards the development of a sustainable blockchain ecosystem. Hence, before the end of this subproject, an exploitation agreement will be signed between the TRUSTCHAIN consortium and the third party about common exploitation activities of the subproject results, subject to a negotiation process.

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## 11. TERMINATION

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

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

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

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## 12. CONCLUDING CONDITIONS

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

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

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

12.3 Any subcontract by the Selected Third Party concerning some of its tasks under this Agreement requires the prior written consent of the Cascade Funding Partner and does not affect its own obligations resulting from this Agreement. The Selected Third Party shall secure that the subcontractor will comply with all obligations – especially coming from

the Multi-Beneficiary General Model Grant Agreement, and with regard to confidentiality – resulting from this Agreement and that the results attained by the subcontractor will be available in accordance with Section 5.

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

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

12.6 Parties that fail to meet reporting/mandatory activities deadlines must be aware that their non-respect of reporting/mandatory activities deadlines may lead to their costs being considered zero for the corresponding period and they will be excluded from the respective payment.

12.7 In the event that a breach by a Party of its obligation under this contract is identified by the Cascade funding Partner such as improper implementation of the research, the Cascade funding Partner will formally notify the considered Party to remedy this breach. If it is not remedied in reasonable time, the Cascade funding Partner may decide to declare the Party to be a defaulting Party and, on the consequences, thereof which may include termination of its participation and reimbursement of all or part of the financial provision.

12.8 In the event of the termination of the contract by a Party before its legal termination as set in the Annex 1, the Cascade funding Partner may decide to declare the Party to be a defaulting Party and, on the consequences, thereof which may include reimbursement of all or part of the financial provision.

12.9 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.

12.10 This Agreement shall be governed by and construed in accordance with the laws of Belgium.

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

Done in two originals, one for each Party.

<p><b>On behalf of the Cascade Funding Partner:</b> European Dynamics</p>	<p><b>On behalf of the Selected Third Party (Authorized representative in case of Team/Consortium):</b> [Complete]</p>
<p><b>Signature of the authorized representative:</b></p> <p><b>Name:</b> <b>Title:</b> <b>Date:</b></p>	<p><b>Signature of Selected Third Party (Authorized representative in case of Team/Consortium):</b></p> <p><b>Name:</b> [Complete] <b>Title:</b> [Complete] <b>Date:</b> [Complete]</p>

## ANNEX 1.1 – TRUSTCHAIN SPECIFIC CONTRACT

This TRUSTCHAIN Specific Contract for implementation of Research by the Selected Third Party, hereinafter referred to as the “Specific Contract”, is entered into by and between:

EUROPEAN DYNAMICS LUXEMBOURG (ED), established in rue Jean Engling 12, Luxembourg 1466, Luxembourg, VAT number: LU17535424, represented for the purposes of signing the Agreement by Mr. Konstantinos Velentzas, legal representative of ED, hereinafter referred to as “**Cascade Funding Partner**”,

and

- [if a legal entity]:

**[OFFICIAL NAME OF THE SELECTED THIRD PARTY (Acronym)],**

VAT Number: **[VAT]**

Legal Status: **[XXX]**

PIC Number: **[PIC NUMBER]**

Name of the legal signatory: **[Name]**

Legal office address: **[ADDRESS and COUNTRY]**

- [if a Team of Natural persons]:

**[FIRST AND LAST NAME OF THE NATURAL PERSON 1],**

ID card/Passport Number: **[Number]**

Date of issue: **[Date]**

Taxpayer identification Number: **[Number]**

Legal address: **[ADDRESS and COUNTRY]**

**[FIRST AND LAST NAME OF THE OF THE NATURAL PERSON 2],**

ID card/Passport Number: **[Number]**

Date of issue: **[Date]**

Taxpayer identification Number: **[Number]**

Legal address: **[ADDRESS and COUNTRY]**

**[FIRST AND LAST NAME OF THE OF THE NATURAL PERSON 3],**

ID card/Passport Number: **[Number]**

Date of issue: **[Date]**

Taxpayer identification Number: **[Number]**

Legal address: **[ADDRESS and COUNTRY]**

- [if a Consortium of legal entities]:

<p><b>[OFFICIAL NAME OF THE SELECTED THIRD PARTY 1 (Acronym)], Project Manager and Authorized representative of the consortium,</b></p> <p>VAT Number: <b>[VAT]</b></p> <p>Legal Status: <b>[XXX]</b></p> <p>PIC Number: <b>[PIC NUMBER]</b></p> <p>Name of the legal signatory: <b>[Name]</b></p> <p>Legal office address: <b>[ADDRESS and COUNTRY]</b></p> <p><b>[OFFICIAL NAME OF THE SELECTED THIRD PARTY 2 (Acronym)],</b></p> <p>VAT Number: <b>[VAT]</b></p> <p>Legal Status: <b>[XXX]</b></p> <p>PIC Number: <b>[PIC NUMBER]</b></p> <p>Name of the legal signatory: <b>[Name]</b></p> <p>Legal office address: <b>[ADDRESS and COUNTRY]</b></p> <p><b>[OFFICIAL NAME OF THE SELECTED THIRD PARTY 2 (Acronym)],</b></p> <p>VAT Number: <b>[VAT]</b></p> <p>Legal Status: <b>[XXX]</b></p> <p>PIC Number: <b>[PIC NUMBER]</b></p> <p>Name of the legal signatory: <b>[Name]</b></p> <p>Legal office address: <b>[ADDRESS and COUNTRY]</b></p>
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Hereinafter referred to as “Selected Third Party”;

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

Whereas the Cascade Funding Partner and the Selected Third Party have agreed the main terms and conditions to implement the Research in the course of the TRUSTCHAIN Project by signing the Standard Research Contract to which this Specific Contract is annexed.

Now therefore it has been agreed as follows:

## 1. ENTRY INTO FORCE

The specific contract shall enter into force on the day of its signature by the last Contracting Party as a rule of thumbs no more than 15 days after the announcement of the selection. The Cascade Funding Project Manager/ Authorized representative of the consortium shall sign this contract, only after all of the following documents have been received from the Selected Third Party:

- [if a legal entity]:



- The original signed Declaration of Honour (as given in Annex 6 of the Standard Research Contract) by the Project Manager/Authorized representative;
- The SME Declaration form (as given in Annex 7 of the Standard Research Contract);
- The copy of the original Extract of SME;
- The Proof of VAT;
- The Bank Information Form (as given in Annex 3 of this Contract).
- The Estimated budget for the action (as given in Annex 2 of this Contract)

**- [if a Team of Natural persons]:**

- The original signed Declaration of Honour (as given in Annex 6 of the Standard Research Contract) by the Project Manager/Authorized representative;
- Copy of ID-card or Passport of the legal representative(s) of the Team;
- Bank Information Form (as given in Annex 3 of this Contract).
- Estimated budget for the action (as given in Annex 2 of this Contract)
- A copy of the signed team agreement with the denomination of the Authorized representative.

**- [if a Consortium of legal entities]:**

- The original signed Declaration of Honour (as given in Annex 6 of the Standard Research Contract) by the Project Manager/Authorized representative;
- SME Declaration form (as given in Annex 7 of the Standard Research Contract) if applicable;
- Copy of the original Extract of SME if applicable;
- Proof of VAT;
- Bank Information Form (as given in Annex 3 of this Contract).
- Estimated budget for the action (as given in Annex 3 of this Contract)
- If a group of legal entities, copy of the signed consortium agreement with the denomination of the Authorized representative.

**All documents shall be sent to the Cascade Funding Partner via email to the following address: [caroline.barelle@eurodyn.com](mailto:caroline.barelle@eurodyn.com) as a rule of thumbs no more than 15 days after the announcement of the selection**

## 2. TERMS AND CONDITIONS FOR THE RESEARCH

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

Description of the Research	
Acronym	[Complete]
Full Title	[Complete]
TRUSTCHAIN call identification	TRUSTCHAIN Open Call 3
Starting date of the Research:	[Complete]
Duration of the Research:	9 months
Date of selection of the Selected Third Party(ies)	[Complete]

Participating Partners involved in the Research	
<b>Cascade Funding Project Manager</b>	<b>European Dynamics Luxembourg SA</b>
Name & surname	Caroline Barelle
Tel:	+35 220 40 08 90
Email:	caroline.barelle@eurodyn.com
<b>Selected Third Party 1 Project Manager Authorized representative</b>	[Complete]
Role	The authorized representative is the intermediary between the party (ies) and the Cascade funding project Manager. In particular, the authorized representative shall be responsible for : -Setting a team agreement of all the Third Party(ies) Partners involved in the Research if relevant -Monitoring compliance with obligations stipulated in this contract. -Keeping partners when relevant, updated. -Collecting, reviewing and submitting reports/deliverables and specific requested documents to the Cascade funding project Manager on time. -Transmitting documents and information connected with the research to any other party (ies) concerned. -Administering the financial contribution related to the research and fulfilling the financial tasks related to the research.
Name & surname	[Complete]
Tel:	[Complete]
Email:	[Complete]
<b>Selected Third Party 2</b>	[Complete]
Role	[Complete]
Name & surname of the Representative	[Complete]
Tel:	[Complete]
Email:	[Complete]
<b>Selected Third Party 3</b>	[Complete]
Role	[Complete]

Name & surname of the Representative	[Complete]
Tel:	[Complete]
Email:	[Complete]

Implementation of the Research	
<b>WP 1</b>	[Complete]
<b>Task 1.1</b>	[Complete]
Starting date	[Complete]
Duration	[Complete]
Objectives	[Complete]
Description	[Complete]
Expected outcomes	[Complete]
<b>Task 1.2</b>	[Complete]
Starting date	[Complete]
Duration	[Complete]
Objectives	[Complete]
Description	[Complete]
Expected outcomes	[Complete]
<b>WP 2</b>	[Complete]
<b>Task 2.1</b>	[Complete]
Starting date	[Complete]
Duration	[Complete]
Objectives	[Complete]
Description	[Complete]
Expected outcomes	[Complete]
<b>Task 2.2</b>	[Complete]
Starting date	[Complete]
Duration	[Complete]
Objectives	[Complete]
Description	[Complete]
Expected outcomes	[Complete]
[Add as many tasks as necessary]	

The expected research outcomes are listed hereafter

Expected research outcomes	
Expected results in terms of Research	[Complete]

Expected results in terms of IPR, software, know-how	[Complete]
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The following deliverables are mandatory. They are linked to the release of the funding.

Mandatory deliverables and reports		
Deliverable (number)	Deliverable/ Report name	Delivery date
D1	State of the art overview, use case analysis and preliminary technical specification of the solution. The document should clearly specify how the new solution extends and/or upgrades the state-of-the-art.	M2
D2	Detailed technical specification of the solution, software implementation work plan, and demo scenarios and preliminary business plan.	M4
D3	Implementation, deployment in appropriate TRUSTCHAIN platform, testing, demonstration and validation roadmap in a real-life application (i.e., banking, education, healthcare, utilities, defence or cross-border travel) and result of the validation process.	M7
D4	Modularised software components ready for distribution, full documentation for developers/users, final business plan.	M9

The following complementary activities are also linked to the release of the funding.

Mandatory complementary activities
<p>The selected third Party(ies) attend several mandatory internal events organised with the TRUSTCHAIN Consortium:</p> <ul style="list-style-type: none"> <li>-Kick-off event devoted to knowing the different Third Parties and their foreseen contribution to TRUSTCHAIN.</li> <li>- Meeting for the set-up of clear KPIs that will be linked to the funding of the selected Third party (ies).</li> <li>- Midterm event devoted to the follow up of the progress of the Third Party (ies) according to the defined KPIs with a pitch contest where the Third Party (ies) will present their project outcomes in particular their prototype and their deployment scenarios.</li> <li>-Final event with pitch contest where the Third Parties will present their solution in particular their modularised software components ready for distribution</li> </ul>

The IPR background of the third party (ies) is described hereafter:

Third party(ies) IPR Background	
Selected Third Party Partner 1 - Project Manager	[Complete]

Selected Third Party Partner 2	[Complete if relevant]
Selected Third Party Partner 3	[Complete if relevant]

Financial conditions	
Financial Support	-Team of natural persons: 97K € + 2K € -Legal entity(ies): 115K €+ 2K €
Schedule of payment	- Pre-financing:M2 - First Interim payment:M4 - Second interim payment: M7 - Final payment: End of the project
Payment conditions	<ul style="list-style-type: none"> <li>○ <b><u>Beginning of the implementation and Pre-financing:</u></b> During the first weeks of the project implementation, each team will define with their coaches a set of clear and objective KPIs to be achieved and linked with the funding. These KPIs are different for each team and are related to the solution to be implemented. These KPIs will help measure the progress if any, but also the commitment and involvement of the teams (i.e., attending periodic call meetings with the coaches, meeting the deadlines for reporting, etc.). After this KPIs definition, a pre-financing of <b>30%</b> will be released.</li> <li>○ <b><u>First midterm review linked to the delivery of deliverable D2 and 2nd payment:</u></b> At first midterm of the project implementation, the coaches will assess the KPI's percentage of execution of the project on the basis of the evaluation of the deliverable D2. A 100% completion of the KPIs for the related period will unlock the total of the 2nd payment which is <b>20%</b> of the total amount. A lower completion of the tasks will launch the proportional payment. If the KPIs for the related period are met by less than 50%, the payment will be retained until KPIs for the period are assessed as completely reached. If less than 25%, the teams will be automatically disqualified from the process.</li> <li>○ <b><u>Second midterm review linked to the delivery of deliverable D3 and 3rd payment:</u></b> At the second midterm of the project implementation, the coaches will assess the KPI's percentage of execution of the project on the basis of the evaluation of the deliverable D3. A 100% completion of the KPIs for the related period will unlock the total of the 2nd payment which is <b>30%</b> of the total amount. A lower completion of the tasks will</li> </ul>

	<p>launch the proportional payment. If the KPIs for the related period are met by less than 50%, the payment will be retained until KPIs for the period are assessed as completely reached. If less than 25%, the teams will be automatically disqualified from the process.</p> <ul style="list-style-type: none"> <li>○ <b>Final review and last payment:</b> At the end of the project implementation, third parties will be paid according to their overall completion of KPIs materialised by the deliverable D4. A final event will be used to evaluate third parties on a face-to-face pitch contest. The third parties will present their implemented solution, and their business plan in the context of TRUSCHAIN.</li> </ul> <p>Overall, failing to meet any of the research conditions and milestones aforementioned may result to an early discontinuation of the project and the corresponding disruption of the funding.</p> <ul style="list-style-type: none"> <li>○ <b>Extra payment for project outcomes publication:</b> 2K € extra funding will be released at the end of the project only if part of all outcomes of the project are published in a peer review journal with a minimum impact factor of 2,5. Proof of acceptance of such publication must be provided by the third party to the TRUSTCHAIN consortium to get paid.</li> </ul>
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### 3. MISCELLANEOUS

3.1 This Specific Research Contract, supplemented by the Standard Research Contract and its Annexes 1 to 8 included, constitutes the sole and complete understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous communications between the Parties concerning such subject matter. This Specific Research Contract will be governed and construed according to the choice of governing and constructive law set forth in the Standard Research Contract.

3.2 Save to the extent expressly modified in this Specific Research Contract, all of the terms of the Standard Contract and Annexes 1-8 included shall apply to this Specific Contract. Save to the extent expressly specified in this Specific Contract, all capitalized terms used in this Specific Contract which are defined in the Standard Research Contract shall have the meaning given in the Standard Research Contract.

3.3 The terms of Clause 11.1 of the Standard Research Contract will apply to the signing and enforceability of this Specific Research Contract.

Done in two originals, one for each Party.

<b>On behalf of the Cascade Funding Partner:</b> European Dynamics	<b>On behalf of the Selected Third Party:</b> [Complete]
<b>Signature of the authorized representative:</b>	<b>Signature of the authorized representative:</b> [Complete]

<p>Name:</p> <p>Title:</p> <p>Date:</p>	<p>Name: <b>[Complete]</b></p> <p>Title: <b>[Complete]</b></p> <p>Date: <b>[Complete]</b></p>
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TEMPLATE

## ANNEX 1.2 ESTIMATED BUDGET FOR THE ACTION

Expenditures	Total in EUR
A.1. Staff costs (where applicable)	[Complete]
A.2. Travel and subsistence	[Complete]
A.3. Equipment and materials	[Complete]
A.5. Conferences and seminars	[Complete]
Total	[Complete]
Revenues	Total in EUR
R.1. TRUSTCHAIN Grant	[Complete]
R.2. Income generated by the action	[Complete]
Total	[Complete]

All amounts should be provided in euro.

Staff costs will be calculated on the basis of the actual daily salary/fees of the employee/service provider, multiplied by the number of days to be spent on the project. This calculation may include, if necessary, all the normal charges paid by the employer, such as social security contributions and related costs, but must exclude any bonus, incentive and profit-sharing arrangements or running costs. Staff costs may not exceed the normal costs for each staff category in the country concerned.

Name of the Authorized representative of the Selected Third Party (ies):

[Complete]

Function of the Authorized representative of the Selected Third Party (ies):

[Complete]

Signature of Authorized representative the Selected Third Party (ies):

[Complete]



## ANNEX 1.3 - SELECTED THIRD PARTY FINANCIAL INFORMATION

H2020 HORSE Funding Agreement

### ANNEX 4 - SELECTED THIRD PARTY'S FINANCIAL IDENTIFICATION



FINANCIAL IDENTIFICATION	
PRIVACY STATEMENT	<a href="http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en">http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en</a>
Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.	
BANKING DETAILS ①	
ACCOUNT NAME ②	<input type="text"/>
IBAN/ACCOUNT NUMBER ③	<input type="text"/>
CURRENCY	<input type="text"/>
BIC/SWIFT CODE	<input type="text"/> BRANCH CODE ④ <input type="text"/>
BANK NAME	<input type="text"/>
ADDRESS OF BANK BRANCH	
STREET & NUMBER	<input type="text"/>
TOWN/CITY	<input type="text"/> POSTCODE <input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT HOLDER'S DATA AS DECLARED TO THE BANK	
ACCOUNT HOLDER	<input type="text"/>
STREET & NUMBER	<input type="text"/>
TOWN/CITY	<input type="text"/> POSTCODE <input type="text"/>
COUNTRY	<input type="text"/>
REMARK	<input type="text"/>
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	DATE (Obligatory)
<input type="text"/>	SIGNATURE OF ACCOUNT HOLDER (Obligatory)
<input type="text"/>	<input type="text"/>

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

## ANNEX 1.4 - TRUSTCHAIN CONSORTIUM BACKGROUND

Background description	Specific limitations for the Implementation	Specific limitations for the Exploitation

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## ANNEX 1.5 - THIRD PARTY(IES) PROPOSAL

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[to be integrated]

TEMPLATE

## ANNEX 1.6- DECLARATION OF HONOUR

### APPLICANT DECLARATION OF HONOUR

Title of the proposal: \_\_\_\_\_

**On behalf of**

\_\_\_\_\_ (Name of the third party) established in \_\_\_\_\_, (legal address), VAT number \_\_\_\_\_, [1] represented for the purposes of signing and submitting the proposal and the Declaration of Honor by \_\_\_\_\_ (Name of the legal representative),

By signing this document, I declare that

- 1) I have the power of legally binding the above-mentioned party on submitting this proposal.
- 2) The above-mentioned party has not submitted any other proposal under TRUSTCHAIN Open Call 3. In case the above-mentioned party has submitted more than one proposal in this Open Call, all associated proposals will be automatically excluded from the evaluation process.
- 3) The party(ies) that I legally represent is(are) fully aware and duly accept all TRUSTCHAIN rules and conditions as expressed in TRUSTCHAIN Open Call documents and all Annexes and will fully respect any evaluation decision and proposal selection under TRUSTCHAIN activities.
- 4) If relevant, the information included in the Annex 7: SME Declaration Form is true and legally binding.
- 5) All provided information in this declaration is true and legally binding.

**Third party(ies) representative Contact Information:**

Title (Mr, Mrs, Dr.)	[Complete]
Name	[Complete]
Surname	[Complete]
Position in the organisation (If relevant)	[Complete]
Full Address	[Complete]
Country	[Complete]
Email Address	[Complete]
Telephone	[Complete]
Mobile	[Complete]
Signature of the representative and stamp of the organisation (if relevant)	[Complete]

## DECLARATION OF HONOR ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

By signing this declaration of honour, I declare that all provided information below is true and legally binding both for me and for the organisations that I legally represent:

1. I declare that me and/or the organisations that I legally represent (If relevant) is not in one of the following situations:

- a) it is 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) it or persons having powers of representation, decision making or control over it have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- c) it has 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 organizations;
- d) it is not in compliance with its 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, to be proved by the deliverance of official documents issued by the local authorities, according to the local applicable rules;
- e) it or persons having powers of representation, decision making or control over it have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
- f) is 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 above-mentioned SME are not in the situations referred to in a) to f) above;

3. I declare that:

- a) Neither myself or any person (s)/organisation (s) that I represent is (are) subject to a TRUSTCHAIN conflict of interest;
- b) I have not made false declarations in supplying the information required by participation in the Open Call of TRUSTCHAIN Project or does not fail to supply this information;
- c) I am not in one of the situations of exclusion, referred to in the abovementioned points a) to f).
- d) I am aware and fully accept all TRUSTCHAIN condition and rules as expressed in TRUSTCHAIN Open Call documents.

4. I certify that I or the organisation(s) that I represent:

- Is (are) committed to participate in the abovementioned project;

- has stable and sufficient sources of funding to maintain its activity throughout its participation in the above-mentioned project and to provide any counterpart funding necessary;
- has or will have the necessary resources as and when needed to carry out its involvement in the above-mentioned project.

<p>Full name: _____</p> <p>On _____ behalf of _____</p> <p>SME: _____</p>	<p>Signature and stamp (if applicable)</p> <p>[Complete]</p>
<p>Done at (place) _____ the (day) _____ (month) _____ (year)</p>	

[1] VAT is mandatory during the contract preparation for legal entities. Failure of providing a valid VAT of the specific SME will result in automatic rejection of the proposal.

TEMPLATE

## ANNEX 1.7- SME DECLARATION FORM

### Declaration of SME Status

Precise identification of the SME:

Name or Business name	[Complete]
Address (of registered office)	[Complete]
Registration / VAT number	[Complete]
Names and titles of the principal director(s)[1]	[Complete]

Type of enterprise:

Tick to indicate which case(s) applies to the applicant enterprise:

<input type="checkbox"/>	<b>Autonomous enterprise</b>	My enterprise holds less than 25% (capital or voting rights) in another enterprise and/or another enterprise holds less than 25% in mine.  <i>* Note: there are exceptions for certain types of investors. See Article 3(2)(D) in the Annex of Commission Recommendation 2003/361/EC.</i>
<input type="checkbox"/>	<b>Partner enterprise</b>	My enterprise holds at least 25%, but no more than 50% in another enterprise and/or another enterprise holds at least 25%, but no more than 50%, in mine.
<input type="checkbox"/>	<b>Linked enterprise</b>	My enterprise holds more than 50% of the shareholders' or members' voting rights in another enterprise and/or another enterprise holds more than 50% in mine.



**Data used to determine the category of enterprise:**

Calculated according to Article 6 of the Annex to the Commission Recommendation 2003/361/EC on the SME definition.

Reference period (*):		
Headcount (AWU[3])	Annual turnover (€)(**)	Balance sheet total (€)(**)
[Complete]	[Complete]	[Complete]

(\*) All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year.

(\*\*) EUR 1000

**Signature**

Name and position of the signatory, being authorised to represent the enterprise:

[Complete] .....

"I declare on my honour the accuracy of this declaration."

"I declare on my honour that in case of change affecting my SME status, I will immediately inform the Agency."

"I declare having taken knowledge of the Commission Recommendation 2003/361/EC on the SME definition."

Done at (date and place): [Complete] .....

**Signature:**

[Complete]

[1] Chairman (CEO), Director-General or equivalent.  
 [2] Annual Working Units = number of full-time equivalent employees.