This Contract is made and entered into by and between:
UNIVERSIDAD DE MÁLAGA (UMA), with legal address in Avenida Cervantes 2, 29016 Málaga (Spain), VAT no. Q2918001E, represented by the Vice-president for Research and Transfer, Prof. Juan Teodomiro López Navarrete, and
PARTNER, with legal address XXXX, VAT No. XXX, represented by XXXX.

hereinafter jointly referred to as the parties and individually as a party.

The parties mutually acknowledge having the sufficient legal capacity to enjoy rights and be subject to obligations in accordance with this Contract

WHEREAS

1. UMA is a beneficiary of the project “Supporting Architectural and technological Network evolutions through an intelligent, secureD and twinning enaBled Open eXperimentation facility”, funded by Horizon Europe Grant Agreement (GA) number 101096328 – 6G-SANDBOX,

2. 6G-SANDBOX GA involves financial support to third parties through open calls in accordance with Article 6.2.D.1¹,

3. 6G-SANDBOX consortium involves the 17 beneficiaries of the GA and one associated partner, who have signed together a Consortium Agreement (CA).

4. In accordance with the GA and the CA, UMA shall administer the funds allocated to provide financial support to third parties and shall sign a Contract with the Selected Third Parties compliant with the GA and CA, after validation by the consortium,

5. PARTNER is a Selected Third Party of the open call X receiving financial support to third parties for [PLEASE INSERT THE GENERAL PURPOSE/TITLE OF THE OPEN CALL]

Now it is therefore agreed as follows:

1. Definitions

In this Contract and unless the context requires otherwise, the following words and phrases shall have the meanings detailed below. In case of doubt, the definitions of the GA will apply.

“Contract” shall mean this Contract, together with its annexes and any modifications agreed in writing by the parties.

“Grant Agreement” (GA) means under Horizon Europe Grant Agreement number 101096328 for project 6G-SANDBOX as awarded to UMA and 16 additional beneficiaries. For reference, the core part of the GA is annexed to this contract (annex A).

CONTRACT FOR PROVIDING FINANCIAL SUPPORT TO THIRD PARTIES UNDER HORIZON EUROPE GRANT AGREEMENT 101096328 – 6G-SANDBOX

“IPR” shall mean any intellectual property right (including know-how) in any form, e.g. invention, copyright (including software), patent of any description, trade mark, trade dress, domain name, registered design right, design right and any registered protection for any of the foregoing including any application for such protection.

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

(a) held by the parties before they acceded to the Contract and
(b) needed to implement the project or exploit the results.

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

“Description of Work (DoW)” is the description of the tasks as presented in Annex B to this Contract.

“Work” shall mean any work carried out or to be carried out under this Contract as specified in the “Description of Work” in Annex B to this Contract.

2. Purpose

The purpose of this Contract is to establish the terms and conditions of the financial support provided to PARTNER for the implementation of the project “PROJECT TITLE” as described in annex B to this contract (“Description of Work”, DoW) and in accordance with the provisions of the GA and the CA.

3. Starting date and duration

The Contract starting date is DD month AAAA, and the contract duration is XX months. The contract shall enter into force upon the signature of both parties.

4. Terms and Conditions

In addition to the terms and conditions of this contract, the terms and conditions of the GA number 101096328 – 6G-SANDBOX under which the work is performed also apply, however only correspondingly for the legal relationship between UMA and the PARTNER.

In particular, the PARTNER agrees that the following articles of the Grant Agreement are explicitly part of this Contract ensuring that the European Commission (EC) the European Court of Auditors (ECA), the European Public Prosecutor’s Office (EPPO) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 25 of the Model Grant Agreement towards PARTNER.

Furthermore, the obligations of the PARTNER include the obligations under articles 12, 13,14,17.2,18,19, and 20 of the GA.

The referenced articles cover:
Article 12 – Conflict of interest
  12.1 Conflict of interests
  12.2 Consequences of non-compliance

Article 13 – Confidentiality and security
  • 13.1 Sensitive information
  • 13.2 Classified information
  • 13.3 Consequences of non-compliance

Article 14 – Ethics and values
  14.1 Ethics
  14.2 Values
  14.3 Consequences of non-compliance

Article 17. Communication, dissemination and visibility
  17.2 Visibility – European flag and funding statement
  17.5 Consequences of non-compliance

Article 18. Specific rules for carrying out the action
  18.1 Specific rules for carrying out the action
  18.2 Consequences of non-compliance

Article 19. General information obligations
  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

Article 20 Record keeping
  20.1 Keeping records and supporting documents
  20.2 Consequences of non-compliance

Article 25 – Checks, reviews, audits and investigations — Extension of findings
  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
5. Performance
5.1 PARTNER shall perform its work under this Contract in accordance with the requirements of the open call and the DoW.
5.2 PARTNER shall endeavour to ensure that all Work is performed to the highest professional standards and in accordance with the state of the art.
5.3 PARTNER shall be entitled to a continuous mentoring process, including an assigned group of consortium members to monitor the technical work, and to support PARTNER to perform their tasks in the project, thus ensuring their full integration in the overall project work.
5.4 PARTNER will notify UMA as soon as possible of any changes affecting the implementation of the Work.

6. Reporting and approval of the work
6.1 Within 20 days after the end of the project, PARTNER shall submit a Final Technical Report describing activities implemented and the results (that must be linked to the third party identified milestones), and the request for funding duly signed by the PARTNER’s authorised representative.
6.2 A designated group of experts shall prepare an assessment report based on the achievement of objectives and milestones of the project, including a proposal for the approval (total or partial) or disapproval of the reports and the funding, addressed to the General Assembly.
6.3 The General Assembly (excluding the associated partner) shall make the final decision on the approval of the Final Technical Report and the total amount to be funded.
6.4 The Final Technical Report shall be presented during the Periodic Project Review for approval by the EC.
6.5 UMA will communicate to PARTNER the final decision on the approval of the technical report and subsequent payments, when applicable.

7. Form of the grant and payments.
7.1 PARTNER will receive a grant in the form of a lump-sum based on the tasks and project budget proposed in the application, in line with the requirements specified in the open call as included in annex C to this contract.
7.2 Unless otherwise specified in the open call, the activities that qualify for financial support are:
   a) Personnel costs for the development of software and equipment.
   b) Travel costs, equipment, and other costs related to the project tasks.
   c) Overhead costs up to 25% of the direct costs.
7.3 The budget for the project must be based on realistic estimations of the actual costs needed to implement the tasks described in the DoW, broken down per milestone and the eligible cost categories described in the call text.

7.4 The maximum total amount to be funded will be calculated according to the budget allocated to the milestones achieved during the implementation of the project according to the approval procedure described in section 5 of this contract.

7.5 The maximum grant amount will be limited to 90%/100% [to be determined according to the type of organisation] of the project budget in annex C, with a maximum of 60,000 euros.

7.6 PARTNER 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 Model Grant Agreement).

7.7 The payments will be made in two installments:
   • A pre-financing, upon contract signature by the parties, of 30% of the Budget.
   • A final payment of the balance, after the approval by the EC (see section 6).

7.8 Payments will be made in euros.

7.9 Payments will be made via bank transfer to the following account:
   
   Name of the bank:
   Address of the branch:
   Full name of the account holder:
   IBAN:
   SWIFT (BIC) code:

7.10 Breaching the provisions of this contract and/or failure to implement the activities described in the DoW may lead to the reduction of the grant and recovery of any paid amount.

7.11 In the case of breach, partial approval or disapproval of the work as per section 5, PARTNER undertakes to return any payment or prepayment received for this work within 30 days.

8. Intellectual Property Rights

8.1 PARTNER warrants full compliance with all IPR provisions under the GA (article 16 and annex 5) with reference to the PARTNER for the provisions on agreement on background, results free from restrictions, ownership of results, protection of results, exploitation of results, transfer, and licensing of results, and access rights to results and background.

8.2 PARTNER shall take all reasonable precautions to avoid the use of any third party IPR in the work. If other third parties may claim rights to the results, PARTNER must ensure that those rights can be exercised in a manner compatible with its obligations under this contract and the GA.

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2 A duly signed and up-to-date financial identification form will be requested.
8.3 PARTNER warrants that the supply and use of their Personnel and Services in accordance with this Contract does not and will not infringe any IPR belonging to UMA, any of the 6G-SANDBOX beneficiaries, or any other third party.

9. Liabilities

9.1 PARTNER shall use all reasonable endeavours to ensure the accuracy of any information it supplies under this Contract 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.

9.2 PARTNER shall promptly notify UMA of any claim arising relevant to 9.1. If any claim relevant to 9.1 is made against UMA arising from PARTNER work, PARTNER will indemnify and keep indemnified UMA against any and all loss and damages arising from such claim.

9.3 PARTNER shall fully and exclusively bear the risks in connection with the work for which Financial Support is provided. PARTNER shall indemnify the UMA for all damages, penalties, costs and expenses which UMA as a result thereof would incur or have to pay to the European Commission or any third parties with respect to such work financially supported and/or for any damage in general which UMA incur as a result thereof. In addition, should the European Commission have a right to recovery against the UMA regarding the Financial Support granted under this Contract, PARTNER shall pay the sums in question in the terms and the date specified by UMA. Moreover, PARTNER shall indemnify and hold UMA, 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.

9.4 PARTNER’s overall liability under this contract is limited to the amount of the financial support established in this contract. This limitation of liability shall not apply in cases of wilful act or gross negligence.

9.5 With respect to any information or materials (including Results and Background) supplied by one party to another party or to a 6G-SANDBOX consortium member, 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.

9.6 PARTNER shall not be entitled to act or to make legally binding declarations on behalf of UMA or any other member of the consortium, and shall indemnify all of the latter from any third-parties claim resulting from a breach of these obligations.

9.7 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;
9.8 Upon request, PARTNER shall inform UMA of the essential terms and conditions of its employer’s liability insurance.

9.9 Should the need arise in the execution of the CONTRACT to provide the European Commission or the 6G-SANDBOX beneficiaries with information that is subject to export control laws and regulations that originates from PARTNER, PARTNER shall notify UMA to secure that such information is only provided in accordance with the provisions of such export control laws and regulations.

10.1 No Party shall be considered to be in breach of this contract if it is prevented from fulfilling its obligations under the contract by Force Majeure.

11 Termination
11.1 The parties may terminate this Contract on reasonable and justified grounds prior written notification and agreement.

11.2 Termination shall not affect any rights or obligations of the contract parties incurred prior to the date of termination unless otherwise agreed in writing between them.

11.3 In the case that the GA is terminated earlier than planned, this Contract will also be terminated and work items and payments will be finalised in line with the conditions of the GA termination.

11.4 If either party breaches any conditions of this Contract and fails to remedy such breach within thirty (30) days after receipt of a written notice from the other party, the party giving notice may, at its option and in addition to any other remedies which it may have, terminate this Contract by sending notice of termination in writing to the other party and such termination shall be effective as the date of the receipt of such notice, and any benefits of the Contract in respect of the other party shall cease.

11.5 The provisions related to IPR, liability, confidentiality and security, and applicable law shall survive the expiration or termination of this contract.

12 Force Majeure
12.1 If any party is rendered unable by circumstances of Force Majeure to fulfill any of its obligations under this Contract, such party, by giving notice and reasonably full particulars to the other party promptly after the occurrence of such Force Majeure, shall be excused from the performance of such obligations during the continuance of such inability so caused, so far as and to the extent that the obligations are affected by such Force Majeure, that such party shall be relieved of the liability for failure to fulfil the same during such period provided that the cause of such inability shall be remedied so far as is possible with reasonable despatch. For the purpose of this Contract, the term "Force Majeure" means an occurrence beyond the control of the Party affected and which, by acting in a reasonable and prudent manner, said party is unable to prevent such as acts of God, state of war, riot, epidemics, atmospheric disturbance, lightning, storm,
hurricane, earthquake, landslide, strikes and lock-outs.

13 Amendments, Variation
13.1 Amendments or variations of this Contract or any of the rights or obligations of UMA or PARTNER herein shall only be effective when expressed in writing and signed by both parties.

14 Waiver
14.1 No delay, neglect or forbearance in enforcing against any term or condition of this Contract shall be deemed to be a waiver or in any way prejudice any rights under this Contract unless in writing and signed by the parties.

15 Enforceability
15.1 The invalidity or unenforceability for any reason of any provision of this Contract shall not prejudice the validity or enforceability of the remainder. The parties shall seek to agree an amendment of this Contract such that the amended contract has as near as possible the same effect as intended in the original Contract.

16 Communication between the parties
16.1 The Parties agree to inform each other about events and circumstances likely to affect the Agreement.

15.2 Notices and communications under this Agreement will be in writing to the corresponding contact person:

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<thead>
<tr>
<th>PARTNER</th>
<th>UMA</th>
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<tbody>
<tr>
<td></td>
<td><strong>For scientific and technical matters:</strong></td>
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<tr>
<td></td>
<td>Pedro Merino Gómez</td>
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<td></td>
<td>Researcher in charge of the project</td>
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<td></td>
<td>Edificio Ada Byron, UMA</td>
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<td></td>
<td><a href="mailto:pmerino@uma.es">pmerino@uma.es</a></td>
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<tr>
<td></td>
<td><strong>For administrative and financial matters:</strong></td>
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<td></td>
<td>Oficina de Proyectos Europeos – OTRI</td>
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17 Applicable law and dispute settlement

17.1 This Contract shall be governed by and construed in all respects by the laws of Spain. The Court of jurisdiction is Málaga, Spain.

17.2 The Parties shall endeavour to settle their disputes amicably.

17.3 Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Málaga unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

17.4 If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Málaga, Spain shall have exclusive jurisdiction.

18 Headings

The headings used for the terms and conditions in this Contract are for reference purposes only and shall not affect the construction of the Contract.

19 Annexes

The following annexes form integral part of this contract:

- Annex A: Core part of the Horizon Europe Grant Agreement number 101096328.
- Annex B: Description of Work (DoW).

  The DoW is based on PARTNER’S proposal including any adjustments agreed upon in the contracting phase e.g. timing of deliverables.

- Annex C: Financial plan

  The financial plan will cover the payments and any other financial conditions. This annex also presents the standard 6GSANDBOX project requirements for contributions to Management, reporting, attending meetings and providing deliverables.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two originals,

Signed for and on behalf of Signed for and on behalf of
UMA PARTNER

............................ ............................
<VNAME>
Vice-chancellor for Research and Transfer <TITLE>

Date............................. Date.............................