

**COLLABORATION AGREEMENT TO PROVIDE FINANCIAL SUPPORT TO
THIRD PARTIES UNDER HORIZON EUROPE GRANT AGREEMENT
101096328 – 6G-SANDBOX**

This Collaboration Agreement (hereinafter the *Agreement*) 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, established by Royal Decree 2566/1972, with legal address in Avenida Cervantes 2, 29016 Málaga (Spain), represented by the [INSERT POSITION OF THE LEGAL REPRESENTATIVE], [INSERT NAME OF THE LEGAL REPRESENTATIVE], with delegated powers by the Resolution of by the Rector, in accordance with the provisions laid down in articles 27.1c) and 31 of the UMA Statutes

and

NAME OF THE LEGAL ENTITY (selected third party short name “TP”), with legal address [INSERT LEGAL ADDRESS], VAT No. XXXXXX, established by [INSERT REGISTER REFERENCE AND DATE], represented by [INSERT POSITION OF THE LEGAL REPRESENTATIVE], [INSERT NAME OF THE LEGAL REPRESENTATIVE], by the powers established by [ACT/REFERENCE OF APPOINTMENT OF THE LEGAL REPRESENTATIVE]

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

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

WHEREAS

1. UMA is a beneficiary of *the action* “Supporting Architectural and technological Network evolutions through an intelligent, secureD and twinning enaBled Open eXperimentation facility” (the action) funded by Horizon Europe with Grant Agreement number 101096328 – 6G-SANDBOX (the GA),
2. 6G-SANDBOX GA involves financial support to third parties through open calls in accordance with Article 204 of the EU Financial Regulation 2018/1049¹ and Article 6.2.D.1 of the GA², to contribute to the implementation of the action,
3. 6G-SANDBOX consortium (the 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 an Agreement with the Selected Third Parties compliant with the GA and CA, after validation by the consortium,
5. **TP** has been selected in the 2nd 6G-SANDBOX *Open Call for New Infrastructures and Functionalities as well as for Innovative Experiments* to receive financial support for the implementation of the project [NAME OF THE PROJECT] (the project).

Now it is therefore agreed as follows:

¹ <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32018R1046&qid=1535046024012>

² Article 6.2.D.1 of Grant Agreement number 101096328 – 6G-SANDBOX is the same as Article 6.2.D.1 of the HE Model Grant Agreement – Multi & Mono V1.1. The MGA is available at https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-euratom_v1.1-draft_en.pdf

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1. Definitions

In this Agreement 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.

“Agreement” shall mean this Collaboration Agreement with its annexes and any modifications agreed in writing by the parties.

“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 Agreement,

(b) needed to implement the project or exploit the results and

(c) developed or acquired by a Party independently from the work in 6G-SANDBOX even if in parallel with the performance of 6G-SANDBOX.

“Description of Work (DoW)” is the description of the tasks to be implemented by the Selected Third Party as presented in Annex B to this Agreement.

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

“Intellectual Property Rights (IPR)”: For purposes of this Agreement, the term “Intellectual Property” means any and all (i) copyrights and other rights associated with works of authorship, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

“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.

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

2. Purpose

The purpose of this Agreement is to establish the terms and conditions of the financial support provided to TP for the implementation of the project **“INSERT TITLE OF THE PROJECT”** as described in Annex B to this Agreement (“Description of Work”, DoW) and in accordance with the provisions of the GA, the CA and the text of the 2nd 6G-SANDBOX Open call.

The financial support to third parties is a European Commission mechanism to distribute public funding in order to assist beneficiaries in the uptake or development of digital innovation. Therefore, the parties agree and acknowledge that this Agreement shall not be considered or interpreted as a grant awarded by UMA, or a service or supply Agreement between the parties.

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3. Starting date and duration

The starting date of this Agreement is **INSERT START DATE**, and the duration is 6 months. The Agreement shall enter into force upon the signature of both parties.

TP shall provide support after the end of the Agreement during the lifetime of the action if required to implement extensions or further experiments based on the Work performed under this Agreement.

4. Terms and Conditions

In addition to the terms and conditions of this Agreement, the terms and conditions of the GA (under which the Work is performed), and the conditions of the 2nd 6G-SANDBOX Open Call also apply, correspondingly for the legal relationship between UMA and TP.

In particular, TP agrees that the following articles of the Grant Agreement are explicitly part of this Agreement 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 GA towards TP.

Furthermore, as per article 9.2 of the GA, the obligations of the TP include those 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

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- 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 results of reviews, audits or investigations
 - 25.6 Consequences of non-compliance

5. Performance

- 5.1 TP shall perform its Work under this Agreement in accordance with the requirements of the Open Call and the DoW.
- 5.2 TP 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 In accordance with the GA, TP shall be entitled to a continuous mentoring process provided by the consortium, including an assigned group of consortium members to monitor the technical work and to support TP's tasks in the project, thus ensuring their full integration in the overall action work.
- 5.4 TP shall attend two project meetings (kick-off and a consultation/status meeting), and the 6G-SANDBOX review meeting if required by the EC.
- 5.5 TP shall provide support after the completion of the Work and make it available to other experimenters until the end of the GA.
- 5.6 TP shall notify UMA of any events or circumstances likely to affect the implementation of the Work immediately after their occurrence.

6. Reporting and approval of the Work

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- 6.1 TP shall provide information about the progress of the Work upon request of the Consortium and/or UMA.
- 6.2 Within 20 days after the end of the project, TP shall submit to the Consortium 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 TP's authorised representative.
- 6.3 A group of experts designated by the Consortium shall prepare an assessment report based on the achievement of the 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.
- 6.4 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.
- 6.5 The Final Technical Report shall be shared during the Periodic Project Review for approval by the EC.
- 6.6 The final decision on the approval of the Final Technical Report will be communicated to the TP, and UMA shall launch the corresponding payment.

7. Form of the grant and payments.

- 7.1 TP 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 and included in annex C to this Agreement.
- 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 direct costs related to the third party's Work.
 - 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 and the approval procedure described in section 6 of this Agreement.
- 7.5 The maximum grant amount will be limited to **100%/90%** of the project budget in annex C, with a maximum of 60.000 euros.
- 7.6 TP 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).
- 7.7 The payments will be made in two instalments:
 - A pre-financing, upon Agreement signature by the parties, of the 30% of the Budget.

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- A final payment of the balance, after the approval procedure described in section 6.

7.8 Payments will be made in euros.

7.9 Payments will be made via bank transfer to the following account³:

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 Agreement 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 6, TP undertakes to return any payment or prepayment received for this work within 30 days of he its communication.

8. Intellectual Property Rights

8.1 TP warrants full compliance with all IPR provisions under the article 16 and annex 5 of the GA with reference to the TP 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 TP 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, TP must ensure that those rights can be exercised in a manner compatible with its obligations under this Agreement and the GA.

8.3 TP warrants that the supply and use of their Personnel and Services in accordance with this Agreement does not and will not infringe any IPR belonging to UMA, any of the 6G-SANDBOX GA beneficiaries, or any other third party.

8.4 TP authorises the consortium the use of:

- the entity's logo and website URL link, for the promotion of the results of the open call in the media (social media, websites, publications, etc.),
- the title and abstract of the project, for the promotion of the work to be implemented under the action.

9. Liabilities

9.1 TP shall use all reasonable endeavours to ensure the accuracy of any information it supplies under this Agreement and shall be responsible for any direct loss or damage arising out of

³ A duly signed and up-to-date financial identification form will be requested.

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any inaccuracies or omissions which are the result of its gross negligence or wilful intent.

- 9.2 TP 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 the TP's Work, TP will indemnify and keep indemnified UMA against any and all loss and damages arising from such claim.
- 9.3 TP shall fully and exclusively bear the risks in connection with the Work for which the Financial Support is provided. TP 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 incurs as a result thereof. In addition, should the European Commission have a right to recover against the UMA regarding the Financial Support granted under this Agreement, TP shall pay the sums in question in the terms and the dates specified by UMA. Moreover, TP 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 TP's overall liability under this Agreement is limited to the amount of the financial support established in this Agreement. This limitation of liability shall not apply in cases of wilful acts 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 TP 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-party 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;
 - any other type of indirect, incidental, punitive, special or consequential loss or damage.
- 9.8 Upon request, TP 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 Agreement to provide the European Commission or the 6G-SANDBOX beneficiaries with information that is subject to export control laws and regulations that originates from TP, TP shall notify UMA to ensure that such information is only provided in accordance with the provisions of such export control laws and regulations.

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

10. Termination

10.1 The parties may terminate this Agreement on reasonable and justified grounds prior written notification and agreement.

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

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

10.4 If either party breaches any conditions of this Agreement 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 Agreement 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 Agreement in respect of the other party shall cease.

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

11. Force Majeure

If any party is rendered unable by circumstances of Force Majeure to fulfil any of its obligations under this Agreement, 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 Agreement, 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.

12. Amendments, Variation

Amendments or variations of this Agreement or any of the rights or obligations of UMA or TP herein shall only be effective when expressed in writing and signed by both parties.

13. Waiver

No delay, neglect or forbearance in enforcing against any term or condition of this Agreement shall be deemed to be a waiver or in any way prejudice any rights under this Agreement unless

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in writing and signed by the parties.

14. Enforceability

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

15. Communication between the parties

15.1 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:

TP	UMA
For scientific and technical matters:	
	Pedro Merino Gómez Researcher in charge of the project Edificio Ada Byron, UMA pmerino@uma.es
For administrative and financial matters:	
	Oficina de Proyectos Europeos – OTRI Calle Severo Ochoa 4, PTA 29590 Málaga ope@uma.es

16. Applicable law and dispute settlement

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

16.2 The Parties shall endeavour to settle their disputes amicably.

16.3 Any dispute, controversy or claim arising under, out of or relating to this Agreement and any

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subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-Agreement-related 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.

16.4 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.

17. Personal Data protection

17.1 The parties undertake to observe the strictest confidentiality regarding the information transferred to them under this Agreement and to take all necessary measures to prevent any unauthorized disclosure of such information (both oral and written).

17.2 The parties commit to comply with the provisions established in Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, as well as Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27 (General Data Protection Regulation). To this effect, in the event that either party may potentially access personal data for which the other party is responsible, both parties agree to sign an Agreement prior to such access, which will include the provisions required by the current legislation on data protection, and commit, in any case, to use the data obtained as a result of the development of this Agreement in a proper manner.

17.3 The parties consent to the personal data contained in this Agreement being incorporated into files owned by each of them, solely for the purpose of carrying out the appropriate management of this Agreement. The exercise of the rights of access, rectification, cancellation, and opposition may be carried out in accordance with legal terms through communication to the respective entity at its registered office.

17.4 The parties will take appropriate measures to restrict their employees' access to personal data during the term of this Agreement. In any case, employees of one party who have access to the personal data of the other party shall be obliged to maintain confidentiality regarding the data that they may have become aware of during the development of this Agreement.

18. Headings

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

19. Annexes

The following annexes form integral part of this Agreement:

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

The DoW is based on TP'S proposal including any adjustments agreed upon in the Agreement preparation phase e.g., timing of deliverables.

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- 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.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two originals,

Signed for and on behalf of
UMA

Signed for and on behalf of
TP

.....

.....

Vice-chancellor for Research and Transfer

Date.....

Date.....

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ANNEXES

Annex A: Horizon Europe Grant Agreement number 101096328 – Core part.

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Annex C: Financial plan

	<i>Milestone 1</i>	<i>Milestone n</i>	<i>Subtotal</i>
a) Personnel costs			
b) Other direct costs			
c) Overhead costs			
TOTAL BUDGET	0,00	0,00	0,00
FUNDING RATE			Insert 90%-100%
MAX. REQUESTED GRANT AMOUNT			
MAX. PRE-FINANCING			
MAX. FINAL PAYMENT			