

*Disclaimer :*

This document is a template aimed at assisting project partners in the context of S2R JU complementary grants in the drafting of their collaboration agreement required by their Grant Agreement (GA). The relevant partners may adapt its provisions to their needs as long as they do not contradict the GAs. The legally binding version of the Collaboration Agreement will be the one signed by the selected Partner(s).



## **Collaboration Agreement**

**Shift2Rail Joint Undertaking**

**Members Call (CFM) nr [       ] and**

**Open Call (OC) nr [       ]**

**Proposals [Proposal title] and [Proposal title]**

***Template Collaboration Agreement***

**[Option 1 (if Parties are the Consortia):**

**[CFM Call Consortium]**

**And [OC Call Consortium]]**

**[Option 2 (if Parties are the Beneficiaries of both Grants):**

**[Each Beneficiary of CFM Call Consortium], partners in the [CFM Call Consortium]**

**And [Each Beneficiary of OC Call Consortium] partners in the [CFM Call Consortium]]**

[Option 1 (Consortia as Parties):

*[Consortium [Name], representing the legal entities participating as beneficiaries within the Shift2Rail proposal OC [call number], having signed Grant Agreement Nr[GA number], on the one hand,*

*and*

*Consortium [Name], representing the legal entities and S2R Members participating as beneficiaries within Shift2Rail proposal CFM [call number], having signed Grant Agreement Nr [GA number] on the other hand,*

*Hereinafter referred to as “Parties”,,]]*

[Option 2 (Beneficiaries of both Consortia as Parties):

*[The legal entities participating as Beneficiaries within the Shift2Rail proposal OC [call number], having signed Grant Agreement Nr [GA number], on the one hand,*

*and*

*The legal entities and S2R Members participating as Beneficiaries within the Shift2Rail proposal CFM [call number], having signed Grant Agreement Nr [GA number] on the other hand,*

*Hereinafter referred to as “Parties”,,]]*

WHEREAS the Shift2Rail Joint Undertaking (hereinafter S2R JU) has been set up by Council Regulation (EU) No 642/2014 of 16 June 2014 ('Shift2Rail JU Regulation')<sup>1</sup> in the frame of the Horizon 2020 Programme,

WHEREAS S2R JU awarded the respective grants for the “[Project name]” Project and the “[Project name]” Project,

WHEREAS both aforementioned Grant Agreements foresee the signature of a Collaboration Agreement between the Members of the S2R JU beneficiaries of Grant [Grant number] and the beneficiaries of Grant [Grant number] in order to set the conditions under which they

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<sup>1</sup> OJ L 177, 17.6.2014, p. 9

will work together to ensure the most effective, efficient and economical implementation of their work<sup>2</sup>,

AGREE AS FOLLOWS:

## **ARTICLE 1 DEFINITIONS**

The following definitions shall apply to this Collaboration Agreement:

**Accession Date** means the date of the signature of the Declaration of Accession attached hereto in Annex 1 by each Party joining this Collaboration Agreement.

**Access Rights** shall have the meaning assigned to it under Article 25.1 of the Grant Agreement (hereinafter "GA").

**Affiliated Entity** shall have the meaning assigned to it under Article 25.4 of the GA pursuant to Article 2.1(2) of the Horizon 2020 Rules for Participation<sup>3</sup>.

**Collaboration Agreement (COLA)** means this agreement.

**Background** shall have the meaning assigned to it under Article 24.1 of the GA.

**Results** shall have the meaning assigned to it under Article 26.1 of the GA.

**Complementary Grant Agreement(s)** means the Grant Agreements within the meaning of Article 2 of the GA and determined to be complementary in accordance with the relevant provisions.

**Confidential Information** means any information and data of any nature disclosed by any of the Parties or its Affiliates ("Disclosing Party") to any other Party or its Affiliates ("Receiving Party") in connection with this Collaboration Agreement after acceding to the latter, irrespective of the medium in which such information or data is embedded, subject to the various exclusion and other provisions set forth in Article 7 below.

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<sup>2</sup> See Article 41.4 of the Grant Agreement

<sup>3</sup> Regulation (EU) No 1290/2013 of the European Parliament and the Council of 11 December 2013, OJ L 347/103, 20.12.2013, p. 81

**Declaration of Accession** means a declaration in the form provided in Annex 1 to become a Party to this Collaboration Agreement.

**Fair and Reasonable Conditions** shall have the meaning assigned to it under Article 25.3 of the GA.

**Force Majeure** shall have the meaning assigned to it under Article 51 of the GA.

**Grant Agreement** or **GA** stands for the relevant Grant Agreement on the basis of which a Party has signed this Collaboration Agreement.

**Needed** means in respect of implementing this Collaboration Agreement, technically essential and:

- a) where IPRs are concerned, that those IPRs would be infringed without Access Rights being granted under this Collaboration Agreement and its respective GAs;
- b) where Confidential Information is concerned, only Confidential Information which has been disclosed during the implementation of this Collaboration Agreement may be considered as technically essential, except as otherwise agreed between the Parties.

**S2R JU** stands for the Shift2Rail Joint Undertaking.

In the absence of a definition above, words beginning with a capital letter shall have the default meaning to be found either in the Horizon 2020 Rules for Participation or in the S2R Statutes<sup>4</sup> or in the Grant Agreements as attached to this Collaboration Agreement including their Annexes without the need to replicate said terms herein. The Annotated Model Grant Agreement may be used as an interpretative tool<sup>5</sup>.

## ARTICLE 2

### PURPOSE AND RELATIONSHIP WITH CONSORTIUM AGREEMENTS

1. This Collaboration Agreement is concluded between the Parties in view of their obligations under their respective grant agreements, in accordance with Article 41.4 of the GA.
2. The purpose of this Collaboration Agreement, which shall be implemented in accordance with the provisions of the relevant Grant and Complementary Grant Agreements, is:

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<sup>4</sup> OJ L 177, 17.6.2014, p. 9.

<sup>5</sup> Horizon 2020 Annotated Model Grant Agreement to be found at [http://ec.europa.eu/research/participants/data/ref/h2020/grants\\_manual/amga/h2020-amga\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf) (last accessed on 24 June 2016).

- (i) to define rights and obligations of the Parties relating to their collaboration under the [CALLS REFERENCES] , and
  - (ii) to implement the provisions of the respective Complementary Grant Agreements for [PROJECTS NAMES] concerning amongst other things Access Rights relating to Results and Background.
3. This Collaboration Agreement shall not create new rights and obligations between, respectively, the parties to GA [GA number], or the parties to GA [GA number], in particular regarding Access Rights and confidentiality obligations. Similarly, it shall not take precedence over on GA [GA number] or GA [GA number].
  4. The action tasks to be performed by the parties in relation to this Collaboration Agreement are described in Annex 2.

### **ARTICLE 3 MANAGEMENT AND COLLABORATION ASPECTS**

1. Each Party shall supply the other Parties promptly and by using all reasonable efforts with all such information or documents as needed by those other Parties to fulfil their obligations pursuant to this Collaboration Agreement. This includes the obligation of the Parties to share the Results described in Annex 4.

[Option 1:

2. In order to ensure the effective implementation of this Collaboration Agreement, the Parties appoint [Option 1: the following representatives] [Option 2: one representative each] to define, *inter alia*, the working structure and the common work packages and deliverables, collaboration timeline, schedule for deliverables, management of outcomes, common approaches towards standardisation links with regulatory and policy activities, and commonly shared dissemination and awareness raising activities:

[Names of representatives]

- 2.1 Decisions shall in general be taken by unanimity and in this respect, the Parties shall use their best endeavours to reach consensus at meetings. [Option if Option 1 is chosen for Art. 3.2: For the avoidance of doubt, such decisions may not unilaterally impose additional obligations on a Party which such Party does not agree to accept.]

2.2 Meetings shall be organized on [COMPLETE FREQUENCY/DATES]. Any Party may request any needed additional meeting.

2.3 The proceedings of the meeting and decisions taken shall be recorded. Each Party shall have the right to request that a factual inaccuracy be corrected. The minutes shall be considered as accepted if, within [COMPLETE] days from sending with acknowledgment of receipt, no Party has sent an objection in writing with respect to the accuracy of the draft of the minutes.

2.4 Each Party shall send all relevant information to all other participants in the respective Project.

3. In order to address technical and operational aspects, the Parties may set up a Technical Management meeting to supervise the implementation of this collaboration. It should be composed of Work Package Leaders as defined in the GA [GA number] and GA [GA number] and function under the rules of Article 10.2 of this Collaboration Agreement.

4. In case of dispute regarding the interpretation or implementation of this Agreement, the Parties concerned shall use their best endeavours to swiftly achieve a friendly settlement and avoid affecting the implementation of this Agreement.

4.1 Any such issue shall first be discussed and dealt with by the Parties or referred to the S2R Executive Director, who may act as mediator between the Parties, if no agreement has been reached.

4.2 If no agreement has been reached in spite of the efforts implemented in accordance with the previous provisions, Article 14.4 of this Collaboration Agreement shall apply.]

[Option 2:

#### **Establishment of a Steering Committee**

2. A Steering Committee is established in order to take Decisions regarding all matters related to the implementation of this Collaboration Agreement. Its tasks shall include in particular: definition of the working structure and of common work packages and deliverables, collaboration timeline, schedule for deliverables, management of outcomes, common approaches towards standardisation, links with regulatory and policy activities, and commonly shared dissemination and awareness raising activities.

2.1 The Steering Committee is composed by [Option 1: representatives of the Parties] [Option 2: one representative per Party as] mentioned below.

List of the Steering Committee Members:

2.2 The meetings shall be chaired by a representative of the Parties elected by the Steering Committee. The election of the Chairperson shall be valid only if he or she received at least two thirds of the votes of all Members. If unable to be physically present during the election procedure, a Member may express his/her choice in written form.

2.3 Decisions shall in general be taken by unanimity and in this respect, all Members shall use their best endeavours to reach consensus at meetings. [Option if Option 1 is chosen for Art. 3.2.1: For the avoidance of doubt, decisions of the Steering Committee may not unilaterally impose additional obligations on a Party which such Party does not agree to accept.]

2.4 Meetings are to take place [COMPLETE FREQUENCY/DATES]. The Members may decide to convene extraordinary meetings. Any Member may request such extraordinary meetings.

2.5 The Chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than [COMPLETE] days before the meeting. The chairperson shall prepare and send each Member a written (original) agenda no later than [COMPLETE] days before the meeting.

2.6 The Chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The Chairperson shall send the draft minutes to all Members of the Steering Committee and relevant participants within [COMPLETE] days counting from the date on which the meeting was held.

Each Member that has attended the meeting shall have the right to request that a factual inaccuracy be corrected. The minutes shall be considered as accepted if, within [COMPLETE] days from sending with acknowledgment of receipt, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes. The Chairperson shall provide authenticated duplicates of the minutes to all Parties.

2.7 The Grant Agreement Coordinators shall distribute all relevant information arising from Steering Committee meetings to all Parties that are affected by the said information. In order to avoid any doubt, no decision shall be taken without the previous agreement of the affected Party.



2.8 The Steering Committee may amend annexes 2, 3 and 4 by way of a Decision.

### **Establishment of a Technical Management Body**

3. A Technical Management Body is established in order to supervise the implementation of the collaboration. It shall be composed of Work Package Leaders of GA [GA number] and [GA number] which work is related to the collaboration under this Collaboration Agreement as mentioned in their respective GAs, and the Coordinators of these Projects.

3.1 The meetings will be chaired by a Member elected by the Technical Management Body. The election of the Chairperson shall be valid only if he or she received at least two thirds of the votes of all Members. If unable to be physically present during the election procedure, a Member may express his/her choice in written form.

3.2 The Technical Management Body may make recommendations regarding all matters related to the implementation of this Collaboration Agreement to the Steering Committee, which in turn may take Decisions on their basis.

3.3 Recommendations shall in general be made by consensus. All Members shall use their best endeavours to reach consensus at meetings.

3.4 Meetings are to take place [COMPLETE FREQUENCY/DATE]. The Members may decide to convene extraordinary meetings. Any Member may request such extraordinary meetings.

3.5 The Chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than [COMPLETE] days before the meeting. The chairperson shall prepare and send each Member a written (original) agenda no later than [COMPLETE] days before the meeting.

3.6 The Chairperson shall produce written minutes of each meeting which shall be the formal record of all recommendations made. The Chairperson shall send the draft minutes to all Members of the Technical Management Body and relevant participants within [COMPLETE] days counting from the date on which the meeting was held.

Each Member that has attended the meeting shall have the right to request that a factual inaccuracy be corrected. The minutes shall be considered as accepted if, within [COMPLETE] days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes. The Chairperson shall provide authenticated duplicates of the minutes to all Parties.

3.7 The Grant Agreement Coordinators shall distribute all relevant information arising from Technical Management Body meetings to all Parties that are affected by the said information. In order to avoid any doubt, no decision shall be taken without the previous agreement of the affected Party

#### **Friendly settlement of disputes**

4. In case of dispute regarding the interpretation or implementation of this Agreement, the Parties concerned shall use their best endeavours to swiftly achieve a friendly settlement and avoid affecting the implementation of this Agreement.

4.1 Any such issue shall first be discussed and dealt with within the Technical Management Body. The Chairperson of the Technical Management Body may act as a mediator between the Parties.

4.2 If no agreement has been reached within the Technical Management Body, the issue shall be discussed and dealt with in the Steering Committee. The Chairperson of the Steering Committee may act as a mediator between the Parties.

4.3 If no agreement has been reached within the Steering Committee, the S2R Executive director may act as a mediator between the Parties.

4.4 If no agreement has been reached in spite of the mediation offered by the S2R Executive Director, Article 14.4 of this Collaboration Agreement shall apply.]

#### **ARTICLE 4**

##### **RIGHTS OF ACCESS TO BACKGROUND**

In accordance with Article 25.5 and subject to the conditions laid down in Articles 25.2 and 25.3 GA, the parties must give each other access to their background if Needed for the purposes of the complementary grant agreements. Background is described in Annex 3, where particular arrangements made in conformity with the above-mentioned provisions may be agreed upon.

#### **ARTICLE 5**

##### **RIGHTS OF ACCESS TO RESULTS**

1. In accordance with Article 31.6 of the GA and subject to the conditions laid down in Articles 31.2 and 31.3 of the GA, the Parties shall give each other access to their results for the purposes of the Complementary Grant Agreements. These elements are described in

Annex 4, where particular arrangements made in conformity with the above-mentioned provisions may be agreed upon.

2. Results may be requested from a Party by another Party if the latter can demonstrate that these Results are Needed in order to implement this Collaboration Agreement. Where Needed, request may also be related to background of a Party. In case of disagreement between the Parties as to the disclosure of Confidential Information, they can refer the matter to [Option 1: the S2R Executive Director applying by analogy the provisions of Article 10(4)e of the S2R Statutes] [Option2: the Steering Committee, applying the provisions of Article 3.4.2 of this Agreement].

3. Any requests for receiving Access Rights to be granted under this Collaboration Agreement shall be made up to one year after the end of the Complementary GAs. All requests for Access Rights shall be made in writing.

## **ARTICLE 6**

### **ACCESS RIGHTS FOR PARTIES JOINING AND LEAVING THE [COMPLETE] OR [COMPLETE] CONSORTIA**

1. A Party joining the [NAME] or [NAME] consortia and acceding to this Collaboration Agreement following its entry into force shall make arrangements with the other Parties regarding Access Rights related to Background and Results necessary for the implementation of this Agreement. Annexes 3 and 4 shall be amended accordingly.

2. A Party for whom participation in the [NAME] or [NAME] consortia – and therefore also in this Collaboration Agreement pursuant to Article 14.2 – has terminated, shall continue to have Access Rights and obligations to grant Access Rights as provided for in their respective GA and this Collaboration Agreement, but only with respect to those Results produced up to termination of their participation.

## **ARTICLE 7**

### **CONFIDENTIALITY**

1. [OPTION 1: When disclosed in tangible form, Confidential Information must be marked “*confidential*”, “*proprietary*” or similarly by the Disclosing Party. When disclosed orally or visually, only that information which is identified at the time of disclosure as confidential and summarized in certain detail in writing (including e.g. in meeting minutes) within 30 days after such disclosure shall constitute Confidential Information.]

[OPTION 2: All information provided by any Party of CFM GA Nr [GA Nr] to a Party of OC GA Nr [GA Nr] in the framework of this Agreement shall be considered Confidential Information. Given information may only lose its confidential character if explicitly agreed upon by the Disclosing Party in written form.]

2. The provisions of this Article 7 are without prejudice to the provisions of Article 8 of this COLA and to Article 36 GA.

3. Confidential Information will neither be used, duplicated, in whole nor in part, by the Receiving Party for any purpose other than the implementation of this Collaboration Agreement, unless it has obtained the prior written consent of the Disclosing Party.

4. All Confidential Information will be protected and kept in confidence by the Receiving Party, which shall use at least the same degree of care and safeguard as it uses to protect its own confidential information of like importance.

5. Each Party shall take reasonable precautions to prevent disclosure of the other Party's Confidential Information to other than those persons within the Receiving Party's organisation who have a need to know for the purposes of this Collaboration Agreement and shall ensure that such persons shall be bound by the provisions of this Collaboration Agreement. Any release of Confidential Information, when considered necessary, to any person other than the Parties shall be approved in writing by the Disclosing Party prior to release and such approval shall include an obligation not to make further disclosures and to use the Confidential Information solely for the purpose of this Collaboration Agreement.

6. Any Confidential Information disclosed by one Party to the other Party shall remain the property of the Disclosing Party and the Receiving Party shall, upon request of the Disclosing Party, or as soon as the purpose of disclosure is achieved, or in case of expiration this Collaboration Agreement, or the termination of the Receiving Party's participation in this Collaboration Agreement, whichever occurs first, either promptly return any Confidential Information to the Disclosing Party along with any copies and/or derivatives made, or shall certify in writing that all such Confidential Information has been destroyed.

7. The Receiving Party's obligations with respect to handling and using Confidential Information as set forth above in this Article 7 shall continue for [number of years] years from the expiration of this Collaboration Agreement, or the termination of the Receiving Party's participation in this Collaboration Agreement, or until Receiving Party and Disclosing Party agree in writing that such obligations shall cease.

8. The obligations with respect to handling and using Confidential Information as set forth above in this Article 7 are not applicable to information that the Receiving Party can demonstrate:

(a) has come into the public domain prior to, or after, the disclosure thereof and in such case through no fault of the Receiving Party;

(b) was already or has come in the possession of the Receiving Party without any obligation of confidentiality upon the Receiving Party;

(c) has been or is published without violation of this Collaboration Agreement;

(d) is independently developed in good faith by employees of the Receiving Party who did not have access to the Confidential Information;

(e) is approved for release or use by written authorisation of the Disclosing Party;

(f) is disclosed pursuant to the request of a governmental or jurisdictional authority, in which case the Receiving Party, subject to possible constraints of such governmental or jurisdictional authority, shall immediately give the Disclosing Party a written notice of the above request and shall reasonably cooperate with the Disclosing Party in order to avoid or limit such disclosure.

[Option, if Option 1 is chosen for Art. 7.1:

(g) is not properly designated or confirmed as Confidential Information according to this Agreement.]

## **ARTICLE 8**

### **SHARING OF TECHNICAL REPORTS**

The Parties shall share their technical reports pursuant to Articles 20.3 and 20.4 of the Parties' Grant Agreements. The confidentiality obligations prescribed in Article 36 of Parties' Grant Agreements shall apply.

**ARTICLE 9**  
**DISSEMINATION AND PUBLICATIONS**

If the work performed under this Collaboration Agreement generates results other than those generated by the action attached to GA [GA number] and GA [GA number], the relevant provisions related to dissemination and publication of these GAs shall apply, *mutatis mutandis*, to each Party as necessary.

**ARTICLE 10**  
**OWNERSHIP**

1. With due consideration for the provisions of Article 24 GA, all Background shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background has derived) and except as otherwise provided for herein, no Party shall be entitled to any right or license to any of the other Party's Background.

2. Except as otherwise provided for in this Collaboration Agreement or its annexes, the rights related to Results shall belong exclusively to the Party generating such Results.

3. In case of joint ownership of Results, each of the joint owners shall be entitled to use their jointly owned Results free of charge, and without requiring the prior consent of the other joint-owner(s) for their own direct use and exploitation only. A joint ownership agreement may be concluded by the relevant Parties.

As long as the joint ownership agreement is not yet concluded, each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

- a) Prior notice of at least [COMPLETE] days must be given to the other joint owner(s);
- b) Fair and Reasonable compensation must be provided to the other joint owner(s).

4. Each Party may transfer ownership of its own Results wholly or in part following the procedures of the relevant Grant Agreement. It may identify specific "potential assignees" it intends to transfer the ownership of its Results to in Annex 5 to this Collaboration Agreement.

The other Parties shall not object to a transfer to listed "potential assignees" in Annex 5. The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Annex 5 after signature of this Collaboration Agreement requires an amendment.

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which may prevent it from giving prior notice for the transfer as foreseen in the GA.

## **ARTICLE 11**

### **LIABILITY**

1. The purpose of this Article is to establish a cross-waiver of liability between the Parties and their Related Entities. Within the boundaries set by the applicable law, the cross waiver of liability shall be broadly construed to achieve this objective.

2. For the purposes of this Article,

– the term “damage” means:

- (a) bodily injury to, or other impairment of health of, or death of, any person;
- (b) damage to, loss of, or loss of use of any property;
- (c) loss of revenue or profits; or
- (d) other direct, or consequential damage.

– the term “Related Entities” includes Affiliated Entities, Linked Third Parties, In-Kind Contributors and contractors of a Party.

3. Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims and shall take no recourse against the other Party, the other Party’s Related Entities and these Related Entities’ employees based on damage arising out of the implementation of this Agreement.

4. In addition, each Party shall, by contract or otherwise, extend the cross-waiver of liability as set forth in paragraph 3 of this Article 10 to its Related Entities.

5. Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:

- (a) claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party) for bodily injury to, or other impairment of health of, or death of such natural person;

- (b) claims for damage caused by wilful misconduct;
- (c) intellectual property claims;
- (d) claims for damage resulting from a failure of a Party to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph 4 of this Article 11.

No Party shall be responsible towards any other Party for punitive damages, indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

6. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

7. Subject to the specific undertakings provided for in this Collaboration Agreement, each Party shall be solely liable for any loss, damage or injury to third parties resulting from its actions or those of its Related Entities under this Collaboration Agreement, including its use of Complementary Results or Complementary Background.

8. Each Party shall be, and shall remain, fully liable for the performance of any obligation under this Collaboration Agreement, in respect of which it engages any Related Entities.

9. The aggregate liability of each Party under this article towards all of the other Parties collectively in respect of any and all such claims shall be the sum of [AMOUNT]. This financial limitation of liability shall be doubled in the case of any breach by a Party of its obligations under Article 7 (Confidentiality) and in the case of any grossly negligent breach by a Party of any obligation accepted under this Collaboration Agreement.

## **ARTICLE 12**

### **FORCE MAJEURE**

Notwithstanding any provision on Force Majeure in the Grant Agreements, no Party can be held liable for a failure in the performance of this Collaboration Agreement to the extent that such failure is due to Force Majeure. Each affected Party will notify the other Parties concerned in writing of any event of Force Majeure as soon as possible. The Parties concerned shall discuss in good faith the possibilities of resolving the Force Majeure event.



**ARTICLE 13**  
**MISCELLANEOUS**

1. Nothing in this Collaboration Agreement shall create a partnership or agency between any or all of the Parties.
2. Except as explicitly granted in this Collaboration Agreement, no license or other right is granted or assigned under this Collaboration Agreement, either directly or indirectly, by implication or otherwise, to any Party or any of its Affiliated Entities with respect to any intellectual property rights of the other Parties or their Affiliated Entities.
3. No Party may assign its rights and obligations under this Collaboration Agreement without the prior written approval of the other Parties. This approval shall not be unreasonably withheld when the assignment is made for the benefit of an Affiliated Entity of a Party and provided that the assignor ensures that such assignment does not prejudice the rights of the other Parties or their Affiliated Entities pursuant to this Collaboration Agreement, in particular Access Rights provided for hereunder.
4. English shall be used in all documents and notices prepared, and meetings conducted, pursuant to this Collaboration Agreement or otherwise in connection herewith.
5. Any notice to be given under this Collaboration Agreement shall be in writing to the addressees and recipients listed in Annex 1 of this Collaboration Agreement, or to such other addressees and recipient as a Party may designate in respect of itself by written notice to the others.
6. This Collaboration Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Collaboration Agreement, and supersedes from the relevant Accession Dates all previous negotiations, commitments and writings concerning the joint activities of the Parties relating to the Collaboration Agreement. For the sake of clarity, the Collaboration Agreement does not waive or overrule or otherwise void any confidentiality undertakings which the Parties might have accepted or will accept in the proposal phase for projects.
7. All amendments or changes to this Collaboration Agreement shall be valid only if made in writing and signed by an authorized signatory of each of the Parties.
8. If one or more of the provisions contained in this Collaboration Agreement or any documents executed in connection herewith are found by a competent court or authority to be invalid, illegal, or unenforceable in any respect under any applicable law, including competition law, the validity, legality, and enforceability of the remaining provisions

contained herein shall not in any way be affected or impaired, provided that in such case the Parties oblige themselves to use all reasonable efforts to achieve the purpose of the invalid provision by a new legally valid stipulation that cause the same or substantially similar economic benefit or burden.

9. As a matter of transparency, the Parties may agree to provide S2R JU with a copy of this Collaboration Agreement and its annexes.

#### **ARTICLE 14**

#### **APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

1. This Collaboration Agreement shall be governed by and shall be interpreted in accordance with the laws of [Belgium] [State].

2. When acting under this Collaboration Agreement, each Party will comply with all relevant laws and regulations applicable to its performance hereunder, including (without limitation) the export laws and regulations of the European Union and of other relevant States.

In case the implementation of this Agreement is subject to export control authorisation, the Parties shall assist each other in obtaining all necessary export licences/authorisations and in preparing, signing and submitting for approval the related documentation to the competent authorities and in carrying out all necessary formalities to that end.

3. The Parties concerned shall consult with each other promptly when events occur or matters arise that may call into question the interpretation or implementation of the terms of this Collaboration Agreement, in accordance with Article 3.4 of this Agreement.

4. [Option 1: Any dispute in the interpretation or implementation of this Agreement that the Parties concerned cannot resolve shall be finally settled, at the request of any of them, by [arbitration under the Rules of Arbitration of the International Chamber of Commerce, by three arbitrators appointed in accordance with the said Rules. The award of the arbitration will be final and binding upon the Partners concerned. The place of arbitration shall be [Brussels, Belgium] [Other]. The language to be used in the arbitration proceedings shall be [English] [Other]] [Other dispute settlement means].]

[Option 2: All disputes arising out of or in connection with this Collaboration Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels, Belgium, having sole jurisdiction.]

## ARTICLE 15

### ENTRY INTO FORCE, TERM, TERMINATION, WITHDRAWAL

1. Notwithstanding the obligation for all beneficiaries of GA [GA number] and GA [GA number] to sign this Collaboration Agreement<sup>6</sup>, the latter shall enter into force as soon as one beneficiary of the Members Calls grant and at least one beneficiary of an Open Calls grant have acceded to it in accordance with Article 16, and thereafter for each additional Party as from the respective Accession Date.

2. This Collaboration Agreement shall remain in full force and effect until complete discharge of all obligations for the carrying out of the GA [GA number] and GA [GA number], it being understood that for each individual Party, the participation in this Collaboration Agreement shall terminate if:

(i) that Party withdraws from the relevant Grant Agreement related to the Project in which such Party has participated, as well as all of the corresponding Consortium Agreement, or

(ii) that Party's participation to the relevant Grant Agreements related to the Project as well as of the corresponding Consortium Agreement is terminated early, each in accordance with the applicable terms of the Consortium Agreements and Grant Agreements.

3. The provisions of this Collaboration Agreement shall survive any expiration or termination to the extent needed to enable the Parties to pursue their rights and remedies provided for in this Collaboration Agreement.

4. The provisions relating to Access Rights, Confidentiality, Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Collaboration Agreement as agreed in the respective articles.

Termination or voluntary withdrawal of a Party shall not affect and will be without prejudice to any rights of such Party accrued at the date of termination or withdrawal or obligations of such Partner, unless otherwise agreed. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

5. In the event of a breach by a Party of its obligations under this Collaboration Agreement such Party will be given written notice requiring such breach to be remedied within [number of days] calendar days.

If such breach is not remedied within that period or is not capable of remedy, the non-breaching Parties to this Implementation Agreement may decide to declare the Party to be a

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<sup>6</sup> See Article 41.4 of the Grant Agreement.

Defaulting Party and shall give notice of such declaration to S2R JU which shall take appropriate measures based on the Grant Agreement.

If S2R JU terminates the Grant Agreement or a Party's participation in the Grant Agreement, this Collaboration Agreement shall automatically terminate in respect of the affected Party hereto, subject to the provisions surviving the expiration or termination under the relevant articles of this Collaboration Agreement.

## **ARTICLE 16**

### **ACCESSION**

All Parties shall accede to this Collaboration Agreement by signing the Declaration of Accession at the time of signing or acceding to their respective Grant Agreement.

**Annex 1**  
**Declaration of Accession**

**[Name of Party (legal entity)]**, represented for the purpose hereof by **[name and title of person written out in full (person legally authorised to act on behalf of the legal entity)]** acting as its legal authorised representative, is participating in an S2R Project and hereby consents to become a Party to the S2R Collaboration Agreement and accepts all the rights and obligations of a Party.

**[Name of Party (legal entity)]** hereby submits the following information:

Party's Registered Name: [...]

Party's Postal Address: [...]

Name and position title of identified recipient: [...]

Telephone Number: [...]

Fax Number: [...]

Email: [...]

Done in 2 originals, of which one shall be kept by the CCA Group Coordinator and one by **[name of Party (legal entity)]**.

Name of Legal Entity **[name of Party]**

\_\_\_\_\_  
Name of legally authorised representative [Only where 2<sup>nd</sup> sig. is required acc. to int. policies]

\_\_\_\_\_  
Title of legally authorised representative

\_\_\_\_\_  
Signature of legally authorised representative

\_\_\_\_\_  
Date

**Confirm receipt on behalf of the CCA Group Coordinator:**

Mr(s).

Date:

**Annex 2**  
**Action Tasks**

**Annex 3**  
**Background**

**Annex 4**  
**Results**