

Service Delivery Agreement

Reference Number:

Preamble

The purpose of this Service Delivery Agreement (hereinafter referred to as the “Agreement”) (as defined below) is to establish the terms and conditions of the collaboration between the Parties in the Application Experiment (hereinafter referred to as the “LASER-PRO Partner(s)”) and the Innovative Company.

The LASER-PRO Partner(s) will perform the activities with respect to certain expertise and technologies as specified in the Application Experiment description, which is added hereto as Annex 1. The annexes to this Agreement will constitute an integral part of this agreement (the main body and the annexes hereinafter jointly referred to as the “Agreement”). In case of discrepancy between the main body of the Agreement and its annexes, the order of precedence is:

- a) This main body of this Agreement
- b) Annex 1
- c) List of Annexes to be specified further

This Agreement sets out the rights and obligations and terms and conditions applicable to the Application Experiment funded under the Horizon Europe project LASER-PRO for the implementation of the Application Experiment set out in Annex 1. This Agreement enters into force on the Application Experiment start date [insert date] after it has been signed by all Parties (hereinafter referred to as the “Effective Date”) and is made by and between

1. [FULL NAME], a [LEGAL FORM] organised and existing under the laws of [Country], with its registered office at [ADDRESS], and hereby duly represented by its [FULL NAME, TITLE], hereinafter referred to as “LASER-PRO Partner” or “[SHORT NAME]”
2. [FULL NAME] a [LEGAL FORM] organised and existing under the laws of [COUNTRY], with its registered office at [ADDRESS], and hereby duly represented by [FULL NAME, TITLE], hereinafter referred to as “Innovative Company”,

Individually referred to as the “Party” and collectively as the “Parties”

WHEREAS LASER-PRO is a Horizon Europe Excellence Hub connecting partners in Czechia, Lithuania and Ukraine to strengthen innovation ecosystems in laser and photonics technologies and to accelerate industrial adoption of advanced laser solutions.

LASER-PRO project is coordinated by HiLASE Centre, Institute of Physics of the Czech Academy of Sciences (FZU), Czech Republic, hereinafter referred to as the “LASER-PRO Coordinator” or “HiLASE Centre”;

For the avoidance of doubt, the LASER-PRO Coordinator or the other Beneficiaries of the LASER-PRO Project other than the LASER-PRO Partners identified in this Agreement above, are not a Party here to, and are not bound by this Agreement subject to the Coordinator’s obligations stipulated in Article 3.1 third bullet and Article 4 hereunder.

WHEREAS the external Application Experiment [FULL NAME], the technical project submitted by the Innovative Company has been selected as one of the Application Experiments from the LASER-PRO Open Call closed on (Date)

WHEREAS the Parties agree to collaborate under the Application Experiment in accordance with the terms and conditions set forth hereunder.

NOW, THEREFORE, the Parties agree as follows:

Article 1-Definitions

Parties — The signatories of this Agreement

Innovative Company — The signatory of this Agreement as External Application Experiment Company or organization

LASER-PRO Partner(s) — Parties of this Agreement which are part of the Beneficiaries of LASER-PRO Grant Agreement (SGA).

Access Rights — non-exclusive right to use.

Associated partners (AP) — Entities which participate in the Application Experiment, but without the right to charge costs or claim contributions.

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 and
- (b) needed to implement the Application Experiment or exploit the Results.

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

Exploit(ation) — The use of Results in further research and innovation activities other than those covered by the Application Experiment concerned, including among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities.

Force Majeure means any situation or event that:

- prevents either Party from fulfilling its obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond such Party's' control,
- was not due to error or negligence on its part (or on the part of other participants involved in the Application Experiment), and
- proves to be inevitable in spite of exercising all due diligence.

Needed means:

- For the implementation of the Application Experiment:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

- For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

Parties: means the signatories of this Agreement

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.

LASER-PRO Partner(s): means the Parties of this Agreement which are part of the Beneficiaries of LASER-PRO Grant Agreement (SGA).

Service Provider means a knowledge institute or research organization which participates in LASER-PRO Project.

Subcontracting — Contracts for goods, works or services that are part of the Application Experiment tasks (see Annex 1).

Innovative Company: means the signatory of this Agreement as External Application Experiment Company or organization.

Article 2 – Term of the Agreement

2.1 This Agreement will enter into force upon the Effective Date and remains in force until the Application Experiment has been completed and payment of the LASER-PRO Partners, unless terminated earlier in accordance with this Agreement, at the latest, however, with the termination of the LASER-PRO Project. The start date and duration of the Application Experiment (technical part) are defined in Annex 1.

2.3 Any provisions of this Agreement, which by their nature or language used are intended to survive the termination or expiration of this Agreement, such as but not limited to the articles 6 and 7, shall survive such termination or expiration.

Article 3 – Obligations of the Parties

3.1. Each LASER-PRO Partner expressly undertakes to:

- use all reasonable efforts to perform the tasks identified in the Annex 1 taking into account common scientific understanding status at the moment of implementation of these tasks as further detailed in the Articles 3.3 and 5.2 of this Agreement and the LASER-PROs Partner(s)'s knowledge and experience at the time of performance of the tasks;
- coordinate the Application Experiment together with the Innovative Company;
- compile a feedback report together with the Innovative Company to be reviewed by the LASER-PRO Coordinator and LASER-PRO evaluation team (as detailed below in 3.4).

In case the Application Experiment involves more than one LASER-PRO Partner, then the LASER-PRO Partner indicated as Service Delivery Manager in Annex 1 will also be responsible for the coordination of the Application Experiment in collaboration with all other Parties.

3.2. The Innovative Company expressly undertakes to:

- duly contribute to performing the tasks and providing the resources as identified in Annex 1;
- timely communicate to the LASER-PRO Partner(s) any issue or circumstances that may hinder or affect the execution of the tasks and the achievement of the objectives described in Annex 1;
- compile a feedback report together with the LASER-PRO Partner(s) to be reviewed by the LASER-PRO Coordinator and LASER-PRO evaluation team as per Art. 4 below.
- produce in collaboration with the LASER-PRO partner(s): a summary of the work done, the objectives achieved, and the expected impact of the work done; as a basis for the feedback report;

3.3 Each Party shall use reasonable endeavors to implement its tasks as agreed in the Application Experiment and shall not knowingly infringe third party property rights by performing its task within the Application Experiment.

The Application Experiment will be evaluated and monitored according to the LASER-PRO governance structure outlined in the Horizon Europe LASER-PRO Consortium Agreement.

3.5 Each Party shall acknowledge that the LASER-PRO Coordinator unless it is a Party to this Agreement or the other Beneficiaries of the LASER-PRO Project Parties that are not Parties to this Agreement do not assume any liability for the work carried out by each Party under this Agreement, except to the extent that this is required by applicable law and/or as otherwise expressly stated herein.

Article 4 – Financial conditions

- 4.1. The Application Experiment tasks are funded by the European Commission as further clarified herein.
- 4.2. Annex 1 includes the total budget for the performance of all tasks within the framework of the Application Experiment.
- 4.3. The financial conditions regarding the European Commission funding as the granting authority of the LASER-PRO Project, and the reporting obligations towards European Commission via the LASER-PRO Coordinator covering the Application Experiment tasks performed by the LASER-PRO Partner(s) are as further clarified herein.
- 4.4. The Innovative Company acknowledges and agrees that the LASER-PRO Partner(s) must declare the expenses made on the Application Experiment to the European Commission via the LASER-PRO Coordinator. This declaration comprises periodic technical report(s) and periodic financial report(s). The Innovative Company is hereby informed that the LASER-PRO Coordinator will submit the declarations prepared by the LASER-PRO Partner(s) to European Commission.
- 4.5. With regard to the European Commission funding for the Application Experiment tasks, the Innovative Company is hereby informed that the LASER-PRO Coordinator will distribute the funding to the respective LASER-PRO Partner(s) and follow the payment terms and conditions set in the LASER-PRO Grant Agreement and LASER-PRO Consortium Agreement.

Article 5 – Application Experiment Description

- 5.1 The Application Experiment description, as presented in Annex 1, will specify the task for each LASER-PRO Partner and the estimated applicable time schedule for the performance of the Application Experiment.
- 5.2 Each LASER-PRO Partner shall carry out work specified in the Application Experiment description, as presented in Annex 1, using reasonable efforts. In doing so, each LASER-PRO Partner shall take into account common scientific understanding status at the moment of implementation of these tasks.
- 5.3 Under this Agreement each LASER-PRO Partner is entitled to engage entities under the same control or third parties to perform certain elements of the tasks. Such LASER-PRO Partner is and remains, responsible for these tasks and shall (a) monitor the provision of such engaged tasks and (b) remains responsible for the performance of the engaged work.
- 5.4 Each LASER-PRO Partner aims at performing the Application Experiment in accordance with the estimated schedule agreed in this Agreement and especially the Annex 1 (Application Experiment description) but shall not be held liable towards the Innovative Company for any potential delays under this Agreement. Provision of the task in accordance with the Application Experiment description is subject to the supply by Innovative Company of any required data and specifications, tools, software code etc. The Application Experiment description will identify the required data and specifications, tools, software code etc. to be supplied by Innovative Company to the LASER-PRO Partner(s) as well as the schedule for the supply, in order to allow the LASER-PRO Partner(s) to be able to perform its/their tasks under the Application Experiment. If the required data, specifications, tools, software and any other items or materials are not supplied by Innovative Company in accordance with the time schedule as determined in the Application Experiment description, the time schedule for performance by the LASER-PRO Partner (s) is automatically adapted accordingly.

Article 6 – Confidentiality and Security

6.1 Sensitive information

The recipient Party must keep confidential any information, data, documents and/or other material (in any form) from a disclosing Party(ies) and that is identified as sensitive, confidential or other similar legend in writing, or when disclosed orally has been identified as sensitive etc. at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest, ('Sensitive Information')— during the implementation of the Application Experiment.

Unless otherwise agreed between the Parties, they may use Sensitive Information only to implement the Agreement. The recipient Party may disclose Sensitive Information of the disclosing Party to its personnel or other participants involved in the Application Experiment only if they:

- (a) need to know it in order to implement the Agreement and
- (b) are bound by an obligation of confidentiality at least as strict as those contained in this Agreement.

For clarity, the confidentiality obligations under this Agreement shall not prevent the communication of Sensitive Information to the granting authority, i.e. European Commission, of LASER-PRO and to the other Beneficiaries of the LASER-PRO Project and member(s) of the evaluation team.

Further the Parties acknowledge that the granting authority may disclose Sensitive Information to its staff and to other EU institutions and bodies. It may moreover disclose Sensitive Information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

6.2 The recipient Party hereby undertakes, during the term of this Agreement and for a period of 5 years after the final payment of the *Application Experiment* Project:

- not to use Sensitive Information otherwise than for the purpose for which it was disclosed;
- not to disclose Sensitive Information without the prior written consent by the disclosing Party;
- to ensure that internal distribution of Sensitive Information by a recipient Party shall take place on a strict need-to-know basis and
- not to reverse engineer, disassemble or decompose any prototypes, software or other tangible objects which embody Sensitive Information.

6.3 The recipient Party shall be responsible for the fulfilment of the above obligations on the part of its employees and other staff or third parties involved in the Application Experiment and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Application Experiment and/or after the termination of the contractual relationship with each of them.

6.4 The above obligations of confidentiality shall not apply for disclosure or use of Sensitive Information, if and in so far as the recipient can show that:

- the Sensitive Information has become or becomes publicly available by means other than a breach of the recipient's confidentiality obligations;
- the disclosing Party subsequently informs the recipient Party that the Sensitive Information is no longer confidential;
- the Sensitive Information is communicated to the recipient Party without any obligation of confidentiality by a third party who is to the best knowledge of the recipient Party in lawful possession thereof and under no obligation of confidentiality to the disclosing Party;
- the disclosure or communication of the Sensitive Information to the granting authority, i.e. European Commission, of LASER-PRO and to the other beneficiaries of the LASER-PRO Project Consortium Parties and/or member(s) of the evaluation team is foreseen by provisions of this Agreement;
- the Sensitive Information, at any time, was or is subsequently developed by the recipient Party completely independently of any such disclosure by the disclosing Party;
- the Sensitive Information was already known to the recipient Party prior to disclosure, or
- the recipient Party is required to disclose the Sensitive Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Article 6.7 hereunder.

6.5 The recipient Party shall apply the same degree of care with regard to the Sensitive Information disclosed within the scope of the Application Experiment as with its own confidential and/or proprietary information, but in no case less than reasonable care.

6.6 Each recipient Party shall promptly inform the relevant disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Sensitive Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

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

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

6.8 The recipient Party shall destroy on request all Sensitive Information, which has been disclosed to the recipient Party including all copies thereof, and to delete all Sensitive Information stored in a machine-readable form to the extent practically possible. The recipient Party may keep a copy to the extent it is required to keep, archive or store such Sensitive Information because of compliance with applicable laws and regulations or for the proof of on-going obligations, provided that the recipient Party complies with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

Article 7 — Data protection

7.1 Data processing

Any personal data under the Agreement will be processed in accordance with applicable privacy laws and regulations as further detailed hereunder.

7.2 Data processing by the Parties

The Parties must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679). They must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

The Parties may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. The Parties must ensure that the personnel is under a confidentiality obligation.

The Parties must inform the persons whose data are transferred to the granting authority and provide them with the Portal Privacy Statement.

The Parties agree that they will not disclose to each other personal data without first entering into a separate written agreement for such purpose, except for the necessary personal data of persons participating the Application Experiment or conclusion of this Agreement which the Party is legally entitled to disclose.

7.3 Consequences of non-compliance

If any of Parties breaches any of its obligations under Article 7, it will be obliged to remedy these breaches at their own expense.

Article 8 — Intellectual property rights (IPR)_ - Background and Results – Access Rights

8.1 Background and Access Rights to Background

Background is and remains owned by the Party introducing the same under this Agreement.

In Annex 1, the Parties have identified and agreed on the Background for the Application Experiment and have also, where relevant, informed each other that Access Rights to specific Background is subject to legal restrictions or limits. Anything not identified in Annex 1 shall not be the object of Access Right obligations regarding Background under this Agreement. Any Party may add additional Background to Annex 1 during the Application Experiment provided they give written notice to the other Parties.

Each Party shall give the other Party non-exclusive, non-transferable and royalty-free Access Rights to its Background identified in Annex 1 and when and to the extent Needed by the other Party for implementing its tasks in the Application Experiment during the term of the Application Experiment.

8.2 Ownership of Results

Except as otherwise expressly provided in this Agreement, the European Commission nor the Beneficiaries of the LASER-PRO Project not participating in the Application Experiment detailed in this Agreement do not obtain any rights to the Results.

Results are owned by the Party that generates them. Notwithstanding Article 5.2, if the Results contain solely test measurement outcomes specific to the device supplied by Innovative Company, they become the property of Innovative Company.

Results are owned by the Party that generates them.

However, two or more Parties own Results jointly if:

- they have jointly generated them and
- it is not possible to:
 - establish the respective contribution of each Party, or
 - separate them for the purpose of applying for, obtaining or maintaining their protection.

Joint ownership is governed by the following provisions, unless otherwise agreed by the concerned Parties under a Joint-Ownership Agreement:

- Each of the joint owners shall be entitled to use their jointly owned Results only for internal non-commercial research, as a demonstrator, for the evaluation of possible future exploitation or non-commercial teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).

The Innovative Company shall not Exploit the joint Results if not agreed to in a separate license agreement based on fair and reasonable conditions.

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

8.3 Access Rights for implementation of the Application Experiment

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Application Experiment shall be granted for the duration of the Application Experiment on a royalty-free basis during the term of the Application Experiment only. Access Rights shall be free of any administrative transfer costs. Access Rights are granted on a non-exclusive basis.

8.4 Access Rights

8.4.1 Access Rights to Results

The Innovative Company's Access Rights to Results comprise internal non-commercial research and the development of a demonstrator and the evaluation of possible future exploitation and non-commercial teaching activities on a royalty-free basis, and without requiring the prior consent of the owner(s).

The Innovative Company shall not Exploit the Results beyond these said purposes if not agreed to in a separate license agreement with the LASER-PRO Partner participating in this Application Experiment based on fair and reasonable conditions.

8.4.2 Access Rights to Background

Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted to the requesting Party on fair and reasonable conditions agreed in a separate license agreement in accordance with the limitations defined under the Annex 1.

8.4.3

A request for Access Rights under this Section 8.4 may be made up to twelve months after the end of the Application Experiment.

8.5 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes

The Innovative Company hereby acknowledges that the granting authority has the right to use non-sensitive information relating to the Application Experiment and materials and documents received from the Parties (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes —during the Application Experiment or afterwards.

The right to use the Parties' materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence in accordance with the provisions of the Grant Agreement concluded between the granting authority and the LASER-PRO Parties concerning the Project, which includes the following rights:

- (a) use for granting authority's own purposes (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) editing or redrafting (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) translation
- (e) storage in paper, electronic or other form
- (f) archiving, in line with applicable document-management rules
- (g) the right to authorise third parties to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority
- (h) processing, analysing, aggregating the materials, documents and information received and producing derivative works.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the Parties must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Where applicable, the granting authority will insert the following information:

"© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions."

ARTICLE 9 — Communication, dissemination and visibility

9.1 Communication — Dissemination — Promoting the Application Experiment

The LASER-PRO Partner(s), the Innovative Company and, if applicable, other beneficiaries of the LASER-PRO Project shall have the right to use the non-sensitive information of the Application Experiment as an example of the activities by LASER-PRO for LASER-PRO publicity purposes. Such non-sensitive information includes name of the Application Experiment, participating parties, term.

Unless otherwise agreed with the granting authority, the Parties must promote the Application Experiment and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with Annex 1 and in a strategic, coherent and effective manner.

Before engaging in a communication or dissemination activity expected to have a major media impact, the Parties must inform each other and the granting authority.

9.2 Visibility — European flag and funding statement

Unless otherwise agreed with the granting authority, communication activities of the Parties related to the Application Experiment (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



Funded by the
European Union



Co-funded by the
European Union

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support. When displayed in association with other logos (e.g. of Parties or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos. For the purposes of their obligations under this Article, the Parties may use the emblem without first obtaining **approval from the granting authority**. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

9.3 Quality of information — Disclaimer

Any communication or dissemination activity related to the Application Experiment must use factually accurate information. Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”

9.4 Consequences of non-compliance

If any of the Parties breaches any of its obligations under this Agreement, it will be obliged to remedy these breaches at their own expense and/or the grant may be reduced.

9.4 Use of names, logos or trademarks

Unless otherwise expressly provided in this Agreement, nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

Article 10 – Warranties – Exclusion and limitation of liability

10.1. Each Party will make reasonable efforts to have the expertise, qualifications and necessary ability to perform the tasks defined for such Party in the Application Experiment and shall devote sufficient resources and efforts as may be necessary for the completion of the Application Experiment

10.2. The Parties do not make any warranties of any kind, including but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights with respect to its Sensitive Information, Background or Results or any other information or material. Sensitive Information, Background and Results, information and materials are provided “AS IS” without any warranty of any kind, expressed or implied. No Party shall be liable for any damages arising out of the use of a Party’s Sensitive Information, Background or Results or any other information or materials of the other Parties and the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such Sensitive Information, Background or Results or any other information or material.

10.3 [OPTION 1] Parties exclude any liability towards each other arising from the execution of this Innovative Company agreement, unless there is intent or gross negligence, or to the extent such limitation is not permitted by law.

[OPTION 2] A Party’s aggregate liability towards the other Parties collectively shall be limited to once the Party’s share of the total costs of the Application Experiment as identified in Annex 1. A Party’s liability in case of breach of confidentiality obligations under Article 7 shall be limited as follows:

- [reasonable cap to be added, see, e.g., the CA]

To the extent permitted by applicable mandatory law, no Party shall be liable towards the other Parties for any indirect, incidental or consequential damages arising out of breach of contract, tort or otherwise, including but not limited to gross negligence. Such excluded damages include loss of data, loss of profits. If and to the extent permitted by applicable mandatory law, the total aggregated liability of a Party for direct damages under this Agreement shall be limited to the budget indicated in Annex 1.

10.4 The Parties expressly affirm that they are aware of the technical and other risks relating to research and development work and knowingly accept these uncertainties, and the fact that the objectives, results and the goals of the research may not necessarily be achieved, as inherent in the nature of research and development work.

Article 11 – Termination of the Agreement

11.1 This Agreement may be terminated for any of the following causes:

- Termination by mutual agreement. The Parties may mutually terminate this Agreement at any time and without any liability.
- Termination due to non-compliance. A Party (or in case of a Application Experiment that involves more than two Parties: the non-defaulting Parties jointly) may terminate this Agreement with respect to the other Party upon a material default in the fulfilment of the obligations of such other Party by giving written notice to the other Party specifying the nature of the default not less than thirty (30) days prior to the date the non-defaulting party intends to terminate the Agreement. If such defaulting Parties have cured such default within such thirty (30) day period, no such termination shall occur. If such default has not been cured by the defaulting Parties within such thirty (30) day period, this Agreement shall automatically terminate with respect to the defaulting Parties upon written notice by a non-defaulting Party.
- If and from the moment Qu-Test Project is terminated or a LASER-PRO Partner participation is terminated, this Agreement shall immediately terminate.

11.2 The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties that have accrued prior thereto.

11.3 The LASER-PRO Partner(s) shall not be liable for any failure of or delay in the performance of its obligations under the Agreement if such failure or delay is caused by reason of Force Majeure (Article 13) or as otherwise indicated in this Agreement.

ARTICLE 12 — Applicable law and settlement of disputes

12.1 Applicable law

The Agreement is governed by the law of Belgium excluding its conflict of laws provisions.

12.2 Dispute settlement

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably within sixty (60) calendar days from its occurrence, shall be finally settled by the courts of Brussels unless otherwise agreed between the Parties concerned.

Nothing in this Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

ARTICLE 13 — Force Majeure

A Party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

Any situation constituting force majeure must be formally notified to the other Party/Parties without delay, stating the nature, likely duration and foreseeable effects.

The Party/Parties must immediately take all the necessary steps to limit any damage due to force majeure and use reasonable endeavours to resume implementation of the Application Experiment as soon as possible.

Article 14 – Miscellaneous

14.1. If any provisions contained in this Agreement is or becomes ineffective or is held to be invalid by a competent authority or court having final jurisdiction thereover, then the validity of the other provisions shall not be affected thereby. The Parties will replace these invalid provisions with provisions which come as close as possible to the intent of the Parties and are admissible in law.

14.2. This Agreement cannot be modified except by written instrument signed by the Parties. The requirement of written form can only be waived in writing.

14.3. Neither Party may assign this Agreement wholly or in part to a third party without prior written approval of the other Party/Parties (consent which shall not unreasonably be withheld, delayed or conditioned).

14.5. Each Party shall comply with applicable laws and regulations controlling the export of technical data, computer software and all other export-controlled commodities.

14.6. The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

Done and signed by the duly authorized representative of each Party.

For Innovative Company,

Name:

Title:

Date:

For LASER-PRO Partner,

Name:

Title:

Date:

Annex 1

Application Experiment description

Company
Mrs/Mr Firstname Lastname
Address
Country Code - PLZ-City

1.1. DESCRIPTION OF APPLICATION EXPERIMENT

Application Experiment Title	
Optional: Acronym	
Date of selection	
Starting date of the Application Experiment	
Duration of the Application Experiment	
<u>Detail of Innovative Company</u>	
Name & surname	
Role	
Department	
Tel:	
Email:	
<u>Other contact(s)</u>	
Name & surname	
Department	
Tel:	
Email:	

1.2. PROJECT PARTNER INVOLVED IN THE USE CASE

Service Delivery Manager (LASER-PRO Partner)

LASER-PRO Partner	
Name & surname	
Department	
Tel:	
Email:	

1.3 OBJECTIVES

Application Experiment objectives	
Please describe here the intended results of the Application Experiment:	

1.4. IMPLEMENTATION PLAN OF THE APPLICATION EXPERIMENT

Tasks #.	Task description	Task leader	Partners roles	Estimated PM per partner	Start/End (months)
TASK 1					
Sub-Task 1.1					
Sub-Task 1.2					
Milestone					
TASK 2					
TASK 3					

1.5. BACKGROUND IP

Please list here the Needed Background.

1.6. ESTIMATED COSTS

Detail the costs for the activities in the Application Experiment.

Cost category (incl. overheads)	Estimated costs (EUR)	Short description
Personnel		Indicate total person months
Other goods, works and services		
Equipment		
Travel		
Overhead		25% of all costs above
Total costs		

1.7 REQUIRED INNOVATIVE COMPANY INFORMATION

List here any data, information, software, equipment, etcetera to be provided by the Innovative Company to the LASER-PRO Partner(s) for the execution of the Application Experiment.