



ANNEX 3 SUB-GRANT AGREEMENT (template)

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Contracting parties

This **Agreement** ('the Agreement') is **between** the following parties:

On the one part,

Technological University of the Shannon: Midlands Midwest (TUS), PIC 889135563, established in Moylish Park Campus, Limerick V94 EC5T, Ireland, acting as Coordinator of the Resilmesh consortium, represented for the purposes of signing the Agreement by Dr Liam Brown, Vice President Research, Development & Innovation at TUS.

Hereinafter referred to as the "**Coordinator**",

And, on the other part,

name /consortium [Organisation name/ Individual
partners] established in
_____, [Official address], VAT number
_____, represented for the purposes of signing the Agreement by
_____. [Name of legal representative],

Hereinafter referred to as the "**Beneficiary**".

Hereinafter, all parties above are collectively referred to as the "**Contracting Parties**".

The Contracting Parties **HAVE AGREED** to the following terms and conditions including those in the following Annexes, which form an integral part of this Sub-Grant Agreement (hereinafter referred as the "Contract").

General Provisions

The European Commission (hereinafter referred as the “EC”) and the Coordinator, representing the Resilmesh consortium, have signed the Grant Agreement no. 101119681 for the implementation of the project Resilmesh – within the framework of the European Union’s Horizon Europe research and innovation programme.

The Resilmesh project is implemented by the Coordinator, in collaboration with the other Resilmesh consortium partners. The Resilmesh partners have among themselves entered into a written agreement detailing their respective rights and obligations towards each other for carrying out the Resilmesh project and exploiting the results thereof (“the Consortium Agreement” or “CA”).

Resilmesh is an Innovation Action project funded by the European Union, dedicated to revolutionising cybersecurity practices. At its core, Resilmesh endeavours to develop a cutting-edge security orchestration and analytics toolset grounded in cyber situational awareness (CSA). This initiative aims to equip organisations with the capabilities needed for real-time defence of essential business functions in an era marked by dispersed, heterogeneous cyber systems.

The Beneficiary has been selected for funding under the Resilmesh Open Call #1 based on the positive evaluation of external evaluators.

This Contract aims at defining the framework of rights and obligations of the Contracting Parties with respect to the Beneficiary’s participation in the Resilmesh Open Call #1.

The funding to be received by the Beneficiary is property of the EC. The Coordinator is mere holder and manager of the funds.

Article 1 – Sub-project to be implemented

The funding is awarded for the sub-project entitled [Sub-project acronym] – [Full Sub-project Title], as described in Annex 1.

Article 2 – Entry into force, duration and termination

2.1. Entry into force

This Contract will enter into force on the day of its signature by the last Contracting Party. The Coordinator will sign this contract only after all the following documents have been received from the Beneficiary:

- The original signed Declaration(s) of Honour
- SMEs Declaration form (as provided in Annex 4).
- Bank Account Information form (as provided in Annex 6).

All documents, properly signed and stamped, shall be sent to the Coordinator to the following e-mail: Brian.Lee@tus.ie The Beneficiary is requested to send all requested

documents in a single e-mail and with adequate identification (e-mail subject): *Resilmesh Open Call – [Sub-project Acronym] documentation*. All original should be sent to the following address:

Dr Brian Lee
Software Research Institute
Technological University of the Shannon: Midlands Midwest
University Road
Athlone
Co Westmeath
N37 HD68
Ireland

After receipt and validation of the documentation, the Beneficiary will receive this sub-grant agreement (contract) for signature. The Beneficiary is solely responsible for the accuracy of all data provided.

The contact details of the Beneficiary for notices and communication under this contract are:

Name of contact person	Dr Brian Lee
Address	Software Research Institute Technological University of the Shannon: Midlands Midwest University Road Athlone Co Westmeath N37 HD68 Ireland
E-mail	brian.lee@tus.ie
Telephone/ mobile phone	+353-90-6483035

2.2. Duration and termination

The duration of the Sub-project will be maximum 9 months; however, this Contract shall continue in full force and effect until complete fulfilment of all obligations in Article 3, except for those obligations that according to their content are intended to remain in effect, which keep their full force and effect (e.g., reporting on exploitation activities).

The Coordinator shall be entitled to terminate this Contract by written notice with immediate effect if the Beneficiary does not fulfil its obligations (see Article 4).

If the Beneficiary wishes to terminate its participation to this Contract, it shall send a request in writing to the Coordinator. Such a request shall fully set out the reasons for which such withdrawal is deemed necessary. The Coordinator will inform the Resilmesh consortium and the EC.

Irrespective of the automatic termination of this Contract under present Article 2.2. or any early termination under Article 5, all obligations that according to their content are intended to be in effect for longer shall remain in effect.

Article 3 – Obligations and responsibilities of the Beneficiary

3.1. General provisions

The Beneficiary must implement the sub-project as described in Annex 1 and in compliance with the provisions of the Contract and all legal obligations under applicable EU, international and national law.

Additionally, the Beneficiary shall take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, personal or any other interests liable to influence the impartial and objective performance of the sub-project. In case the Beneficiary is involved in a conflict of interest or in a risk of conflict of interest, the Beneficiary must formally notify this situation to the Coordinator without delay and immediately take all the necessary steps to rectify this situation.

Furthermore, the Beneficiary shall provide true and accurate documentation and declarations as defined in Article 2.1.

3.2. Obligation to provide information upon request

The Beneficiary must provide – during implementation of the sub-project or afterwards – any information requested in order to verify proper implementation of the sub-project, eligibility of the costs, and compliance with any other obligation under this Contract.

3.3. Obligation to inform the Coordinator about any unexpected events and circumstances

The Beneficiary must keep the Coordinator up to date, and must immediately inform of any of the following:

(a) **events** which are likely to affect significantly or delay the implementation of the action or the EU's financial interests, in particular:

- Changes in its legal, financial, technical, organisational or ownership situation;

(b) **circumstances** affecting:

- The decision to award the funding, or
- Compliance with requirements under this Contract.

3.4. Obligation to keep records and other supporting documents

The Beneficiary must – for a period of five (5) years after the payment of the balance – keep records and other supporting documentation in order to prove the proper implementation of the sub-project and the costs they declare as eligible.

The Beneficiary must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The

Coordinator may accept non-original documents if it considers that they offer a comparable level of assurance.

The Beneficiary must keep records and other supporting documentation on scientific and technical implementation of the sub-project in line with the accepted standards in the respective field.

3.5. Obligation to submit deliverables

The Beneficiary must submit the deliverables identified in Annex 1, in accordance with the timing and conditions set out in it.

3.6. Obligation to submit reports

The Contract includes three reports at the end of each phase. First report needs to be submitted in month (M) 3, second in M6 and the last in M9.

The partner must certify that:

- the information provided is full, reliable and true;
- the costs declared are eligible (see Article 4);
- the costs can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations, and
- that all the receipts have been declared.

After the review of reports – deliverables of each phase, the sub-project coordinator will receive a review report, including comments and potential recommendations. The report will also state if the Deliverable is accepted or not.

On acceptance of the Deliverables, the sub-project coordinator will be requested to submit a payment request document (template will be provided) requesting the intermediate voucher of certain percentage of the grant.

On rejection of the Deliverable, or in case of not satisfactory review, the sub-project coordinator will be requested to resubmit the deliverable, payment will not be made. The sub-project must continue project implementation.

Financial statements must be drafted in Euros. A Beneficiary with accounting established in a currency other than the euro must convert them into euro using the average of the daily exchange rates published in the Central European Bank.

Article 4 – Breach of contractual obligations

In the event of a breach of the contractual obligation's representations or warranties by the Beneficiary under this Contract, the Coordinator, in coordination with the Resilmesh consortium, reserves the right to terminate the Contract by written notice with immediate effect, even if such non-fulfilment is due to Force Majeure.

In the event of the breach of the contractual obligations by the Beneficiary, the Coordinator reserves the right of not fulfilling the respective payment to the Beneficiary.

The Coordinator also reserves the right to claim a refund of any already paid funds, both in case of breach of contract and/or in case the work/costs are not approved by the EC.

The Coordinator will give written notice requiring that such breach to be remedied within 30 calendar days.

In case the Beneficiary has not brought remedies from the notice, the Coordinator may decide to terminate the contract unilaterally.

Article 5 – Financial provisions

5.1. Maximum financial contribution

The maximum financial contribution to be granted to the Sub-project shall not exceed the amount of **ninety thousand (90.000,00) EURO**.

5.2. Reimbursement rate and forms of costs

The project reimburses **100%** of the eligible costs of the Beneficiary.

Eligible costs must be declared under the following categories ('forms of costs'):

(a) **direct personnel costs:**

- as actually incurred costs ('actual costs') or
- on the basis of an amount per unit calculated by the partner in accordance with its usual cost accounting practices ('unit costs').

Personnel costs for SME owners or partners that are natural persons not receiving a salary must be declared on the basis of the amount per unit ('unit costs');

(b) **direct costs for subcontracting:** as actually incurred costs (actual costs);

(c) **other direct costs:**

- costs of internally invoiced goods and services: on the basis of an amount per unit calculated by the partner in accordance with its usual cost accounting practices ('unit costs');
- all other costs: as actually incurred costs ('actual costs');

(d) **indirect costs:** on the basis of a flat-rate applied ('flat-rate costs').

5.3. Final amount - calculations

The financial contribution to be granted to the Beneficiary will be calculated and distributed in accordance with the provisions set in this Contract.

The final amount to be paid will be subject to:

- Provision of a report and a favourable review by the Resilmesh internal evaluation team responsible for assessing the sub-project in each of the stages.

Phase 1 – 30 % of the budget.

Phase 2 – 40 % of the budget.

Phase 3 – 30 % of the budget.

The Beneficiary should submit to the Coordinator the deliverable corresponding to each stage no later than ten (10) calendar days after the end of the respective stage, providing sufficient time for the Resilmesh consortium to review it. A review will be held between fifteen (15) to thirty (30) calendar days after the end of the stage so that the Contracting Parties can present their work and provide answers to questions from the Resilmesh consortium partners.

If at any of the Phases, the Resilmesh consortium considers that the quality of work demonstrated and/or reported does not correspond to what has been agreed, the two parties may agree to a resubmission of a deliverable and respective reassessment. If significant improvements are not delivered after the reassessment and the sub-project is therefore considered to be in breach of their contractual obligations, the Coordinator reserves the right to terminate the Contract as outlined in Article 4.

- The prior notice to the Beneficiary of the date and amount to be transferred to its bank account (Annex 7 – Bank account information), providing the relevant references.
- Payments to the Beneficiary will be made by the Coordinator. In particular:
 - The Coordinator reserves the right to withhold the payments in case the Beneficiary does not fulfil its obligations and tasks as specified in Article 3.
 - The Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the EC.
 - Banking and transaction costs related to the handling of any financial resources made available to the Beneficiary will be covered by the Beneficiary.
 - Payments will be released no later than thirty (30) calendar days after the notification by the Coordinator to the Beneficiary that the work and deliverable associated to a particular stage has been approved.

The Beneficiary is responsible for complying with any tax and legal obligations that might be attached to this Contract.

5.4 Payments schedule

The payment schedule is directly linked to the relevant phases of the sub-project.

The payment in each stage will be disbursed once all work related to a specific stage, including the specified milestones and KPIs in the sub-project proposal (Annex 1), has received positive assessment, supported on the report submitted to the Resilmesh team.

Payments to the Beneficiary will be done by the Coordinator.

During the contractual procedure, the Beneficiary will be asked to provide the respective bank account information to which the payments will be made (as provided in Annex 7).

Checking the consistency between the estimated costs and resources and the expected work of the project will also be included in the evaluation process. If

requested, the Beneficiary will have to present any documentation for the costs claimed.

The payments will be handled according to the modality described below:

First instalment	30% of the funding amount upon approval of D1: Technical report and presentation
Second instalment	40% of the funding amount upon approval of D2: Technical report and presentation
Final instalment	30% of the funding amount upon approval of D3: Technical report and presentation

The payments will be made to the Beneficiary subject to the receipt of an invoice, which must include at least the following information:

- Resilmesh Open Call
- Sub-project xxx – Contract no. xxx
- The Phase to which the payment is associated [*Phase 1, Phase 2, Phase 3*]
- Beneficiary information (e.g. Beneficiary name)

The invoice shall be sent via e-mail. Payments will only be initiated once the work has been approved. Payments will be made no later than thirty (30) calendar days after receipt of the invoice.

All payments will be made in Euros.

Article 6 – Liability

6.1 Liability of the Beneficiary

The Beneficiary shall fully and exclusively bear the risks in connection with the fulfilment of its tasks and obligations under this Contract. Except in case of force majeure (Article 8), the Beneficiary must compensate the Coordinator and the EC for any damage they sustain because of the implementation of the obligations of the Beneficiary under this Contract or because the tasks and obligations of the Beneficiary were not implemented in full compliance with this Contract.

Accordingly, neither Resilmesh Consortium nor the EC can be held liable for any damage caused to the Beneficiary or to third parties because of implementing this Contract, including for gross negligence. At the same time, neither the Resilmesh consortium nor the EC can be held liable for any damage caused by the Beneficiary or third parties, because of implementing this Contract.

The Beneficiary shall bear sole responsibility for ensuring that its acts within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties. For this purpose, the Beneficiary shall indemnify and hold the Coordinator and the EC harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the Coordinator or the EC as a result thereof would incur or suffer or must pay to the EC or any third parties. In addition, should the EC have a right of recovery against Resilmesh consortium regarding any or all the financial support granted under this Contract, the Beneficiary shall repay the sums in question in the terms and on the date specified by the Coordinator.

6.2. Exclusions of liability

To the extent acceptable under applicable law, in no event shall the Coordinator or other Resilmesh consortium partners be liable to the Beneficiary for loss or damage caused by the Coordinator or the Resilmesh consortium partners, their employees, agents and subcontractors in connection with this Contract for any of the following, however caused or arising, on any theory of liability, and even if the Coordinator and/or any other Resilmesh consortium partner were informed or aware of the possibility thereof:

- Loss of profits, revenue, income, 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 type of indirect, incidental, punitive, special, or consequential loss or damage.

In respect of any information or materials from the Resilmesh consortium made available to the Beneficiary under this Contract, no warranty or representation of any kind is made, given, or implied as to the sufficiency, error-free performance, or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, in particular, but without limiting the foregoing:

- The Beneficiary shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and the consequences of such use, and
- Neither the Coordinator, the EC nor the other Resilmesh consortium partners shall be liable vis-à-vis the Beneficiary in case of infringement of proprietary rights of a third party resulting from the Beneficiary's use of the information and material.

The exclusions and limitations stated in this Article and any other clause of this Contract that has as its object or effect the exclusion or limitation of liability, shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the negligence or wilful act, wilful misconduct, wilful breach; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

Article 7 – Confidentiality

7.1. General provisions

All information, in whatever form or mode of communication, which is disclosed by a Contracting Party (the “Disclosing Party”) to the other Contracting Party (the “Recipient”) in connection with the implementation of the Resilmesh Open Call and which has been explicitly marked as “confidential” at the time of disclosure, or, when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure (at the latest) as confidential information by the Disclosing Party, is “**Confidential Information**”.

The Recipient hereby accepts, in addition and without prejudice to any commitment on nondisclosure towards the EC, for a period of 5 (five) years after the end of the Contract:

- Not to use Confidential Information other than for the purpose for which it was disclosed.
- Not to disclose Confidential Information without the prior written consent by the Disclosing Party.
- To ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis.
- To return to the Disclosing Party, or destroy, on demand, all Confidential Information that has been disclosed to the Recipient, including all copies and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient may keep a copy to the extent it is required to keep, archive, or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The Recipient shall be responsible for the fulfilment of the above obligations on the part of their employees, or third parties involved in the implementation of Resilmesh Open Call and shall ensure that they remain so obliged, as far as legally possible, during and after the end hereof and/or after the termination of the contractual relationship with the employee or third party.

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

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

7.2. Exceptions to the obligation

The information above (Article 6.2) shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- The Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations.
- The Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential.
- The Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party.
- The disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement.
- The Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party.
- The Confidential Information was already known to the Recipient prior to disclosure.
- Disclosure of the Confidential Information follows mandatory applicable laws or regulations or with a court or administrative order.

7.3. Authorised disclosure(s)

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information to comply with applicable laws or regulations or with a court or administrative order, it will, to the extent it is lawfully able to do so under the laws and legislation applicable to said Party, 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.

The Resilmesh Coordinator's disclosure of Confidential Information to the EC and/or the other Resilmesh consortium partners shall be governed exclusively by the terms of the Grant Agreement and/or the Consortium Agreement.

Accordingly, nothing in this Contract shall prevent the Resilmesh Coordinator from complying with its obligations, including its reporting obligations, towards the EC and the other Resilmesh consortium partners, and any such disclosures shall be subject to the terms of the Grant Agreement or Consortium Agreement.

Likewise, the Beneficiary agrees and acknowledges that the EC shall be entitled to disclose Confidential Information to its staff, other EU institutions and bodies or third parties, if:

- This is necessary to implement the Grant Agreement or safeguard the EU's financial interests.
- The recipients of the information are bound by an obligation of confidentiality.

Article 8 – Intellectual Property Rights

The Beneficiary acknowledges that all tools, modules and similar of the Resilmesh consortium partners are proprietary and owned by the respective Resilmesh partner or applicable third party.

Nothing in this Contract shall transfer to the Beneficiary or other partners it represents any license or other rights for the use of the tools, modules and similar that are property of a Resilmesh partner, unless a specific agreement is established.

The results developed during the sub-project shall be exclusively the property of the Beneficiary. This does not exclude the possibility for specific agreements to be made between the Beneficiary and one or more of the partners of Resilmesh

Article 9 – Force Majeure

“Force Majeure” means any unforeseeable exceptional situation or event beyond the Contracting Parties control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part, and which proves to be inevitable despite the exercising of all due diligence.

Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as Force Majeure.

The Contracting Parties shall take the necessary measures to limit any damage due to Force Majeure. They shall do their best to resume the implementation of the action as soon as possible.

No Contracting Party shall be in breach of its obligations and tasks if such a breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure as soon as possible. In case the Beneficiary is not able to overcome the consequences of Force Majeure within thirty calendar (30) days after such notification, the Resilmesh Coordinator will decide accordingly, including the termination of the Contract.

Article 10 – Information and Communication

10.1 Information and communication towards the EC

The Beneficiary shall, throughout the duration of the sub-project, take appropriate measures to engage with the public and the research community about the sub-project’s results and activities.

Unless the EC requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment, and major results must:

- Specify the financial support that the sub-project has received from the EC through the Resilmesh project.
- Display the European emblem along with the Resilmesh logo. When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by

registration or by any other means. Under these conditions, the Beneficiary is exempt from the obligation to obtain prior permission from the EC to use the emblem.

- Specify that it reflects only the author's views and that the EC and the Resilmesh Consortium is not liable for any use that may be made of the information contained therein.
- The following text must be used:

"The [sub-project acronym] has received funding from the European Union's Horizon Europe research and innovation programme through the Resilmesh Open Call #1 issued and executed under the Resilmesh project (Grant Agreement no. 101119681)."

The Coordinator, the Resilmesh consortium, and/or the EC shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

- The name of the Beneficiary.
- Contact address of the Beneficiary.
- The general purpose of the sub-project (publishable summary, etc.)
- The amount of the financial contribution of the EC foreseen for the sub-project. after the final payment, the amount and rate of the financial contribution of the EC accepted by the EC.
- The estimated amount and rate of the financial contribution of the EC foreseen for the Beneficiary in the table of the estimated breakdown of budget.
- The geographic location of the activities carried out.
- The list of dissemination activities and/or of patent (applications) relating to foreground.
- The publishable reports submitted (technical reports are excluded, since they are confidential).
- Any picture or any audio-visual or web material provided to the EC in the framework of the Sub-project.

The Beneficiary shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the Resilmesh Coordinator, the Resilmesh consortium partners, or EC does not infringe any rights of third parties.

Upon a duly supported request by the Coordinator on behalf of the Beneficiary, the EC may agree to forego such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security, academic or commercial interests.

10.2 Information and communication among the Contracting Parties

Any notice to be given under this Contract shall be in writing to the addresses and recipients listed above. Any change of persons or contact details shall be notified

immediately to the Resilmesh Coordinator. The address list shall be made accessible to all parties concerned.

Article 11 – Checks and reviews

The EC may, at any time during the implementation of the sub-project and up to five years after the end of the sub-project, arrange for a check and review to be carried out, by external auditors, or by the EC services themselves, including the European Anti-Fraud office (OLAF). The procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC.

There will be no financial checks, reviews, or audits to check costs, since beneficiaries have no obligation to document the costs incurred for the action. Checks, reviews, and audits will focus on the technical implementation of the action.

The Beneficiary shall make available directly to the EC all information and data that may be requested by the EC or any representative authorised by it, in view of verifying that the Grant Agreement is properly managed and performed in accordance with its provisions.

The Beneficiary shall keep the originals or, in exceptional cases, duly authenticated copies (including electronic copies) of all documents related to the Grant Agreement for up to five years from the end of the sub-project. These shall be made available to the EC when requested during any check under the Grant Agreement.

To carry out these checks, the Beneficiary shall ensure that the EC's services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the Beneficiary's offices, to its computer data, and to all the information needed to carry out those checks. They shall ensure that the information is readily available on the spot during an audit and, if so requested, that data be handed over in an appropriate form.

Based on the findings made during the check, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the Beneficiary concerned, which may make observations thereon within one month of receiving it. The EC may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the Beneficiary concerned within two months of expiry of the aforesaid deadline.

Based on the conclusions of the check, the EC shall take all appropriate measures which it considers necessary, including the issuing of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.

The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.

In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC to protect the European Communities' financial interests against fraud and other irregularities.

Article 12 – Data protection

The Contracting Parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data.

Each Contracting Party shall each be considered a separate and independent data controller, as defined in the GDPR, to every other Contracting Party. The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specific purposes and adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed. Where it might be designated by a relevant Supervisory Authority or through agreement between Contracting Parties that the Resilmesh Coordinator and any other Resilmesh consortium partners are appointed as data processors, parties shall enter into appropriate data processing agreements as required by the GDPR.

The Beneficiary acknowledges that the Resilmesh Coordinator and any other Resilmesh consortium partners, if appointed as data processors, are not responsible for the Beneficiary's compliance with any data protection or privacy law applicable to the Beneficiary. Each of the Contracting Parties, in their respective roles as data controllers, will be responsible for their own compliance with any data protection or privacy law applicable to them as data controller.

Article 13 – Anti-corruption

Each Contractual Party shall comply with the legal provisions against corruption in accordance with any applicable anti-corruption laws or regulations. The Contractual Parties agree in accordance with the aforementioned regulations, where applicable and therefore to not grant, directly or indirectly, prohibited and undue gift, payment, remuneration or benefit.

The Contractual Parties shall not themselves directly or indirectly through any individual or legal entity as intermediary make, offer or authorise payments, gifts, promises or other benefits in connection with any activity, transaction or other matter relating to the implementation of this Contract for the benefit or use of any public official (i.e., anyone holding a position in a legislative, administrative or judicial administration, including anyone employed by or acting on behalf of a public agency or enterprise or a public international organisation), political party, member of or candidate attached to a political party, or any other private individual or legal entity if such sub-project violates the regulations applying in the country in which the person concerned is registered or of which the person concerned is a national, or any other applicable ethics and anti-corruption legislation, including but not limited the above mentioned regulations.

Whether directly or through third parties, the Contractual Parties shall not offer or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of

its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favourable decision.

The Contractual Parties shall not solicit or accept for themselves any offer, promise, gift or advantage of any kind, to make illegitimate use of their influence for the purpose of making or obtaining any favourable decision.

Article 14 – Miscellaneous

Should any provision of this Contract be or become invalid, illegal, or unenforceable, it shall not affect the validity of the remaining provisions of this Contract. In such a case, the Contracting Parties shall be entitled to request that a valid, legal, enforceable, and practicable replacement provision be negotiated which fulfils the purpose of the original provision.

The Beneficiary shall not be entitled to act or to make legally binding declarations on behalf of the Coordinator or any other Resilmesh consortium partner, and nothing in this Contract shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Contracting Parties or between the Beneficiary and any Resilmesh consortium partner.

No rights or obligations of the Beneficiary arising from this Contract may be assigned or transferred, in whole or in part, and no obligations of the Beneficiary may be subcontracted, without the Coordinator's prior formal written approval; and such approval shall not exempt the Beneficiary from any of its obligations hereunder.

Although (with exception to the Coordinator) the Resilmesh consortium partners and their affiliated entities are not Contracting Parties to this Contract, they are intended by the Contracting Parties to be third party beneficiaries under this Contract and accordingly shall be entitled to enforce the terms of this Contract against the Beneficiary and (without limitation) shall be entitled to the benefit of, and to enforce any exclusion of limitation of liability of the Resilmesh consortium partners contained in this Contract and any indemnity in favour of the Resilmesh consortium partners contained in this Contract.

Amendments and modifications to the text of this Agreement require a separate written agreement to be signed between all Parties. Although this Contract refers to the provisions of the CA and GA, the Beneficiary is not a party to the CA or GA but only bound towards the Coordinator by the CA and GA provisions as referred or reproduced in this Contract.

This Contract is drawn up in English language which shall govern all documents, notices, meetings, and processes relative thereto.

Article 15 – Applicable Law

This Contract shall be construed in accordance with and governed by the laws of Ireland.

Article 16 – Settlement of disputes

The Contractual Parties shall try to solve amicably any disputes, controversy or claim arising under, out of or relating to this Contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

If the Contracting Parties are unable to reach an agreement within 30 calendar days after a Contractual Party has notified the other Contractual Party of the issue, each Contractual Party is entitled to submit the dispute, controversy or claim to the sole competent courts of Italy.

Each of the Contracting Parties to the dispute shall appoint one (1) arbitrator and the two (2) arbitrators so appointed shall elect the presiding arbitrator. Should a Party to the dispute which should appoint an arbitrator fails to do so within fifteen (15) calendar days of the delivery of the written notice to do so from the other Contractual Party to the dispute or should the appointed arbitrators fail to reach agreement on the presiding arbitrator within fifteen (15) calendar days after their appointment, such arbitrator shall be appointed in accordance with the Rules upon request of any of the Parties to the dispute.

The seat of arbitration shall be Dublin.

The language of the arbitration, including oral hearings, written evidence, and correspondence shall be English.

A duly rendered arbitration award shall be final and binding on the Contracting Parties to the dispute. Each Contracting Party to the arbitration conducted in accordance with this section hereof shall bear its own expenses incurred in connection with such arbitration, including fees of its legal counsels. All other costs and expenses shall be apportioned between the Contracting Parties to the arbitration in accordance with the decision of the arbitrators.

Nothing in this Contract shall limit the Contracting Parties right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

Article 17 – No double funding

By signing this Agreement, the Beneficiary declares to be aware of the fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity be funded twice from the EU budget, as defined in the Article 111 of Council Regulation (EC, Euratom) No. 1605/2002 of 25 June 2002 on the Financial Regulation, and confirms that all the work performed under Resilmesh (Grant Agreement no. 101119681) will be done exclusively in the scope of this programme, not being supported or funded by any other European Commission programme.

Signatures

AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorised representatives **in two (2) copies** the day and year first above written:

<p>For Technological University of the Shannon: Midlands Midwest (TUS) (Resilmesh Coordinator)</p> <p>Dr Liam Brown</p> <p>Vice President Research, Development & Innovation</p> <p>Signature</p> <p>Done at _____ on DD/MM/202Y</p>	<p>For _____ [organisation] (the Beneficiary)</p> <p>Mr/Ms _____ [NAME SURNAME]</p> <p>_____</p> <p>[POSITION_IN_ORGANISATION]</p> <p>Signature</p> <p>Done at _____ on DD/MM/202Y</p>
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Annexes

Annex 2: Technical Proposal

Annex 4: Declaration of Honour

Annex 5: SME Declaration (if applicable)

Annex 5: Bank Account Information

