



CyberSecDome

CyberSecDome Open Call

CyberSecDome Third-Party Funding Agreement (TPFA)

A Funding Agreement for Selected Third Parties under the CyberSecDome Open Call

TPFA TEMPLATE

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Preamble

This CyberSecDome Third-Party Funding Agreement (TPFA) (the "Agreement") is entered into on **[Date]** by and between:

Contracting Parties

- **The CyberSecDome Consortium**, a group of partners jointly coordinating the CyberSecDome Project under the Horizon Europe Program (Grant Agreement No. 101120779), represented by the following entities:
 1. **[MAG Full Legal Name]** a legal entity established under the laws of [Country], with its principal place of business at [Coordinator's Legal Address], hereinafter referred to as the "Project Coordinator";
 2. **[EIT Full Legal Name]**, as the entity responsible for the allocation and management of the Open Call budget, a legal entity established under the laws of [Country], with its principal place of business at [EIT's Legal Address], hereinafter referred to as "EIT"; and
 3. **[AEGIS Full Legal Name]**, the entity responsible for leading Open Call tasks within the CyberSecDome Project, a legal entity established under the laws of [Country], with its principal place of business at [AEGIS's Legal Address], hereinafter referred to as "AEGIS";

Hereinafter collectively referred to as the "Grantor";

- **[Name of the Grantee]**, a legal entity established under the laws of [Country], with its principal place of business at [Beneficiary's Address] and an eligible participant under the CyberSecDome Open Call, hereinafter referred to as the "Grantee."

Purpose and Context

Whereas, the Grantor is responsible for the coordination and implementation of the CyberSecDome Project, a project funded by the Horizon Europe Program (Grant Agreement No. 101120779), which aims to enhance cybersecurity using AI-based solutions, incident management, and collaborative defense strategies;

Whereas, the Open Call is a key mechanism of the CyberSecDome Project, designed to provide financial support to third-party entities capable of contributing innovative solutions in alignment with the CyberSecDome Project's goals and objectives;

Whereas, the Grantee has been selected through the CyberSecDome Open Call to receive financial support for the execution of a specific project (the "Project") detailed in Annex [X] of this Agreement, in accordance with the evaluation criteria and procedures established by the Consortium;

Now Therefore, in consideration of the mutual covenants, rights, and obligations contained herein, the Grantor and the Grantee agree to enter into this Agreement, governed by the following terms and conditions:

1 Article 1: Definitions and Key Terms

1.1 Definitions

For the purpose of this Agreement, unless otherwise specified, the following terms shall have the meanings set forth below:

- **Agreement:** Refers to this Sub-Grant Agreement, including all annexes, amendments, and other documents incorporated herein.
- **CyberSecDome Project:** Refers to the overarching project funded by the Horizon Europe Program under Grant Agreement No. 101120779, aiming to enhance cybersecurity using AI-based technologies, advanced incident management techniques, and collaborative defense mechanisms.
- **CyberSecDome Open Call:** Refers to the competitive selection process organized by the Grantor to allocate funding to third-party projects contributing to the goals and objectives of the CyberSecDome Project.
- **Confidential Information:** Refers to any information disclosed by one Party to another, whether orally or in writing, that is identified as confidential or that would reasonably be understood to be confidential given the nature of the information and the context of disclosure
- **Eligible Costs:** Refers to costs incurred by the Beneficiary that meet the criteria for reimbursement, as defined in Article 5.1 of this Agreement and in accordance with the Horizon Europe Model Grant Agreement.

- **Grantee:** Refers to the legal entity named in this Agreement that has been selected through the CyberSecDome Open Call to receive financial support and other assistance under the CyberSecDome Project.
- **Grantor:** Refers to the CyberSecDome Project Consortium, represented in this Agreement by MAG, EIT, and AEGIS.
- **Horizon Europe Program:** Refers to the European Union's research and innovation funding program under which the CyberSecDome Project is funded.
- **Intellectual Property Rights (IPR):** Refers to all patents, copyrights, trademarks, trade secrets, and other intellectual property rights as defined by applicable laws and regulations.
- **Open Call Implementation Team (OCIT):** The team within the CyberSecDome Consortium responsible for the day-to-day management and support of funded projects, including providing guidance to Grantees, reviewing interim reports, and ensuring that all project deliverables are completed in line with the agreed Project Plan.
- **Open Call Management Team (OCMT):** The designated team responsible for overseeing and coordinating all aspects of the CyberSecDome Open Call, including the evaluation of proposals, communication with applicants, monitoring of funded projects, and ensuring adherence to the Open Call guidelines.
- **Project:** Refers to the specific activities, tasks, and deliverables proposed by the Beneficiary and accepted by the Consortium for funding, as detailed in Annex [X] of this Agreement.

1.2 Interpretation

In this Agreement:

- Words denoting the singular shall include the plural and vice versa.
- References to Articles, Sections, and Annexes are references to articles, sections, and annexes of this Agreement.
- The headings are for convenience only and shall not affect the interpretation of this Agreement.
- Any reference to a statute, regulation, or provision of law shall include references to that statute, regulation, or provision of law as amended, extended, or re-enacted from time to time.

2 Article 2: Subject of the Agreement

2.1 Purpose of the Agreement

The purpose of this Agreement is to establish the terms and conditions under which the Grantor shall provide financial support to the Grantee for the execution of a selected Project within the framework of the CyberSecDome Open Call. The Project is intended to contribute to the overall objectives of the CyberSecDome Project, which include, inter alia, enhancing cybersecurity through the deployment of AI-based technologies, incident management strategies, and collaborative defense mechanisms.

2.2 Project Description

The Project, as identified in Annex [X] of this Agreement, consists of the specific tasks, activities, and deliverables proposed by the Grantee and approved by the Grantor. The Project must address one or more of the use cases or challenges delineated in the **CyberSecDome Open Call documentation**. The Grantee undertakes to perform the Project in accordance with the work plan, timeline, and technical specifications detailed in Annex [X], all of which are hereby incorporated by reference into this Agreement.

2.3 Scope and Limitations

The Grantee shall diligently perform the Project in accordance with the scope, objectives, and deliverables set forth in Annex [X]. Any deviation from the approved scope, budget, or timeline of the Project must be promptly communicated to the Grantor in writing and shall be subject to the Grantor's prior written consent. The Grantor reserves the right, at its sole discretion, to withhold or reclaim financial support in the event of unauthorised changes or deviations from the approved Project plan.

2.4 Compliance with the CyberSecDome Open Call Requirements

The Grantee hereby agrees to comply with all terms, conditions, and requirements established in the **CyberSecDome Open Call documentation**, as well as any additional instructions issued by the **Open Call Management Team ("OCMT")**. Such compliance includes, but is not limited to, adherence to the eligibility criteria, reporting obligations, and evaluation requirements prescribed by the Grantor. Failure to comply with the CyberSecDome Open Call requirements may result in the suspension or termination of funding, as provided under this Agreement.

2.5 Subcontracting and Third-Party Involvement

The Grantee shall not subcontract or delegate any part of the Project without the prior express written consent of the Grantor. In the event that subcontracting is authorised, the Grantee shall remain fully liable for ensuring that all subcontracted activities are performed in strict accordance with the terms and conditions of this Agreement. The Grantee shall include in all subcontract agreements provisions that protect the Grantor's rights and interests under this Agreement, including provisions related to Intellectual Property Rights (Article 9) and Confidentiality (Article 10).

3 Article 3: Duration and Key Dates

3.1 Term of the Agreement

This Agreement shall enter into force on the date of the last signature (the "Effective Date") and shall remain in effect until the successful completion of the Project, as defined in the Project's work plan and deliverables schedule. The Project duration shall commence on [Start Date] and end on [End Date], unless terminated earlier in accordance with Article 12 of this Agreement.

3.2 Key Dates and Milestones

The key dates and milestones for the Project are defined in Annex [X] of this Agreement. The Grantee must adhere to the approved milestones and deadlines, established in Annex [X] and the CyberSecDome Open Call guidelines, which include but are not limited to:

- **Start Date:** The official commencement date of the Project.
- **Interim Milestone Dates:** Specific deadlines for the completion of key deliverables and submission of interim reports, as detailed in Annex [X].
- **End Date:** The official completion date of the Project, by which all deliverables must be submitted and all work completed.
- **Final Reporting Deadline:** The date by which all final technical and financial reports must be submitted to the Grantor, typically within [X] days after the End Date.

3.3 Extension of the Project Duration

The Grantee may request an extension of the Project duration, provided that such a request is submitted in writing to the Grantor **no less than [X] days** before the End Date. Any extension of the Project duration shall be subject to the Grantor's prior written approval and may require an amendment to this Agreement. The Grantor reserves the right to reject any extension request that, in its sole discretion, is not justified or feasible.

3.4 Changes to Milestones and Deliverables

The Grantee acknowledges that adherence to the agreed timeline and milestones is critical to the success of the Project. Should the Grantee encounter significant challenges or unforeseen circumstances that may impact the timely completion of milestones or deliverables, the Grantee shall promptly notify the Grantor in writing. The Grantor may, at its discretion, approve changes to the milestones or deliverables upon receipt of a detailed written justification from the Grantee.

3.5 Termination Date

In the event of early termination of this Agreement in accordance with Article 12, the Termination Date shall be the date specified in the notice of termination. All obligations of the Grantee related to reporting, financial reconciliation, and the protection of Confidential Information shall survive the termination of this Agreement.

4 Article 4: Financial Provisions

4.1 Total Grant Amount

The total financial contribution provided by the Grantor to the Grantee for the implementation of the Project shall not exceed [€120,000] (the "Grant Amount"), in accordance with the funding limits and conditions established in the **CyberSecDome Open Call guidelines**. The Grant Amount and approved expenses are detailed in **Annex [X]**, which forms an integral part of this Agreement. The Grant Amount is awarded as a contribution to the eligible costs incurred by the Grantee during the performance of the Project.

4.2 Payment Schedule

Subject to the satisfactory performance of the Grantee and compliance with the provisions of this Agreement, the Grant Amount shall be disbursed according to the following payment schedule:

- **Initial Payment:** An amount equal to thirty per cent (30%) of the Grant Amount shall be disbursed upon the full execution of this Agreement by all Parties, typically in [Month X] ("M1"). This initial payment shall be contingent upon the submission of all necessary administrative and financial documentation by the Grantee, including officially translated certificates from the Grantee's [national Business registers](#) into British English.
- **Interim Payment:** An amount not exceeding thirty per cent (30%) of the Grant Amount shall be disbursed upon a positive outcome of the interim assessment and the submission of satisfactory interim technical and financial reports, as specified in Annex [X], typically in [Month X] ("M9").
- **Final Payment:** The remaining balance, up to forty per cent (40%) of the Grant Amount, shall be disbursed upon the successful completion of the Project and the submission of final technical and financial reports, subject to the Grantor's approval in accordance with the procedures set forth in this Agreement.

4.3 Conditions for Payment

All payments are contingent upon the Grantee's compliance with the terms and conditions of this Agreement, the timely and satisfactory submission of required reports, and the achievement of Project objectives and KPIs as specified in Annex [X]. If the Grantee fails to meet these conditions or if there are discrepancies in the reports, the Grantor reserves the right to withhold or adjust any remaining payments.

4.4 Financial Contributions from the Grantee

Any additional costs incurred beyond the total Grant Amount specified in Article 4.1 shall be the sole responsibility of the Grantee. The Grantee is obligated to cover such additional costs and demonstrate financial capability to do so, as detailed in the Financial Capability section of Annex [Y].

4.5 Reimbursement of Unspent Funds

If the Project is completed under budget or if any portion of the Grant Amount remains unspent, the Grantee shall promptly return the unspent funds to the Grantor within thirty (30) days of the Project's completion or the submission of the final financial report, whichever is later. The return of unspent funds shall be made in accordance with the payment instructions provided by the Grantor.

4.6 Financial Liability of the Parties

The financial liability of each Party under this Agreement shall be strictly limited to the amount of the Grant specified in Article 4.1 ("Grant Amount"). The Grantor shall have no financial responsibility or liability for any costs, losses, or damages incurred by the Grantee or any third parties, except to the extent explicitly provided for under this Agreement.

Furthermore, the Grantor shall not, under any circumstances, be liable for any indirect, special, incidental, punitive, or consequential damages arising out of or in connection with the execution or performance of this Agreement or the implementation of the Project, including, but not limited to, loss of profits, loss of revenue, loss of opportunity, loss of goodwill, or business interruption, even if such damages could have been reasonably foreseen or if the Grantor was advised of the possibility of such damages.

Notwithstanding the foregoing, the Grantee shall remain solely liable for the execution of the Project in accordance with this Agreement, including any costs exceeding the Grant Amount.

5 Article 5: Financial Management and Reporting

5.1 Eligible Costs

Eligible costs under this Agreement shall be strictly limited to costs that:

- a. **Are incurred during the Project period:** Costs must be incurred within the approved Project period as detailed in Annex [X].
- b. **Are directly linked to the Project's implementation:** Costs must be directly attributable to the Project activities and necessary for achieving the Project's objectives.

- c. **Are reasonable and justified:** Costs must be necessary, reasonable in amount, and represent fair market value.

Eligible costs may include the following:

- **Personnel Costs:** Salaries, social security contributions, and other related costs directly linked to staff working on the Project.
- **Subcontracting Costs:** Costs for services provided by third parties, provided that such services are necessary for the Project and explicitly approved in the Project Plan.
- **Purchase Costs:** Costs of purchasing equipment, software, licenses, and materials required for the Project.
- **Travel and Subsistence Costs:** Travel costs directly linked to Project activities, provided that they comply with the travel policy outlined in Annex [X].
- **Indirect Costs:** Indirect costs shall be calculated as a flat rate of 25% of eligible direct costs (excluding subcontracting costs and other exempted categories, if any), in line with the Horizon Europe guidelines.

5.2 Ineligible Costs

Ineligible costs include but are not limited to:

- Costs incurred before or after the Project period.
- Costs unrelated to Project activities.
- Administrative overheads not directly attributable to Project activities.
- Fines, financial penalties, and excessive or reckless expenditures.

5.3 Financial Reporting Requirements

The Grantee shall maintain accurate and complete financial records of all Project-related costs. Financial records must be retained for a minimum of five (5) years following the completion of the Project. The Grantee is required to submit the following financial reports to the Grantor:

- **Interim Financial Report:** A comprehensive report detailing all costs incurred up to the mid-point of the Project. This report must be submitted in accordance with the timeline specified in Annex [X].

- **Final Financial Report:** A complete financial report detailing all eligible costs incurred during the Project period, supported by appropriate documentation. This report must be submitted no later than [X] days after Project completion.

5.4 Auditing Rights

The Grantor, the European Commission, or any duly authorised representative, reserves the right to audit the Grantee's financial records, accounts, and project-related documentation at any time during the Project period or within the five-year retention period following its completion. The purpose of such audits shall be to verify compliance with the terms and conditions of this Agreement, to ensure that the Grantee has adhered to the applicable rules and regulations of the Horizon Europe Programme, and to confirm the eligibility of reported costs. The Grantee acknowledges that these audits may include both financial and technical elements to verify the accuracy, completeness, and consistency of the Grantee's financial reports, deliverables, and progress reports.

5.5 Consequences of Non-Compliance

Failure to comply with financial reporting requirements or to cooperate with the audit process may result in the suspension or termination of this Agreement and/or the recovery of funds already disbursed to the Grantee. In cases where non-compliance is due to fraudulent activity or gross negligence, the Grantor reserves the right to pursue legal remedies.

5.6 Financial Adjustments and Dispute Resolution

Should the Grantor identify discrepancies or ineligible costs during the review of financial reports or audits, the Grantee shall be notified in writing and provided an opportunity to respond. Both Parties agree to engage in good faith negotiations to resolve any financial disputes. If a resolution cannot be reached within [X] days, the matter shall be escalated for arbitration, as specified in Article 13 on Dispute Resolution.

6 Article 6: Project Implementation

6.1 Project Plan and Objectives

The Grantee agrees to implement the Project in accordance with the Project Plan, which is detailed in Annex [X] to this Agreement. The Project Plan outlines the key activities, deliverables, milestones, and timelines necessary to achieve the objectives of the CyberSecDome Open Call.

The Grantee shall ensure that the Project's objectives, as described in Annex [X], are met within the agreed timeframe and budget limits as defined in Articles 4 and 5.

6.2 Project Deliverables and Milestones

The Grantee shall complete all Project deliverables and milestones in accordance with the Project Plan and within the agreed timelines. All deliverables shall be of high quality and shall contribute to the overall objectives of the CyberSecDome Open Call.

6.2.1 Timely Submission of Deliverables

The Grantee shall submit all deliverables and progress reports to the Grantor by the specified deadlines. Any deviation from the timelines must be reported to the Grantor in writing, along with a justification for the delay and proposed remedial actions.

6.3 Project Execution and Management

The Grantee is responsible for the successful execution and management of the Project, including but not limited to:

- **Resource Allocation:** Ensuring that sufficient and appropriate personnel, equipment, and other resources are allocated to the Project.
- **Risk Management:** Identifying and mitigating risks that may adversely impact the achievement of Project objectives. The Grantee shall provide the Grantor with a risk management plan that outlines key risks and mitigation measures, which must be reviewed and updated regularly.
- **Monitoring and Reporting:** Establishing and maintaining an internal monitoring system to track the progress of the Project and measure its outcomes against the KPIs outlined in the Project Plan. Regular updates must be provided to the Grantor in accordance with the reporting schedule detailed in Annex [X].

6.4 Changes to the Project Plan

Any significant changes to the Project Plan, including changes to the scope, timelines, or deliverables, must be formally requested by the Grantee and approved in writing by the Grantor. The Grantor reserves the right to reject or approve such changes, based on their impact on the Project's objectives and outcomes.

6.5 Quality Assurance and Control

The Grantee shall implement appropriate quality assurance and control measures to ensure the integrity and success of the Project. This includes the review and validation of all deliverables and adherence to CyberSecDome Project standards and CyberSecDome Open Call guidelines.

6.6 Reporting and Monitoring Requirements

In addition to submitting deliverables, the Grantee is required to submit periodic reports to the Grantor, as specified in Annex [X]. These reports shall include, at a minimum:

- A summary of progress made towards achieving the Project's objectives and milestones.
- A detailed explanation of any deviations from the original Project Plan and remedial actions taken.
- An updated risk assessment and risk management report.
- A description of the resources allocated to the Project and an overview of their utilisation.

6.7 Project Completion and Final Reporting

The Grantee shall complete all Project activities and submit a final report to the Grantor within [X] days following the Project's end date. The final report shall include a comprehensive review of all Project deliverables, outcomes, KPIs achieved, and any lessons learned during Project execution. The Grantor reserves the right to request additional information or clarification from the Grantee if necessary.

6.8 Non-Compliance and Corrective Measures

In the event that the Grantee fails to meet the objectives, milestones, or other requirements of this Agreement, the Grantor shall have the right to request corrective

measures or terminate the Agreement, as described in Article 12. Corrective measures may include, but are not limited to, revisions to the Project Plan, additional reporting requirements, or financial adjustments.

7 Article 7: Obligations and Responsibilities of the Grantee and the Grantor

7.1 Obligations and Responsibilities of the Grantee

7.1.1 Compliance Obligations

The Grantee hereby undertakes to diligently fulfil all obligations under this Agreement and its annexes, ensuring full compliance with the **CyberSecDome Open Call Guidelines**, the provisions of the Horizon Europe Model Grant Agreement¹, and all applicable statutory and regulatory requirements. The Grantee shall execute the Project in accordance with the highest standards of professional conduct, ethical behavior, and integrity. Failure to adhere to these compliance obligations may constitute a material breach of this Agreement.

7.1.2 Ethical, Legal, and Regulatory Compliance

The Grantee shall ensure that all activities conducted under this Agreement adhere strictly to the relevant ethical, legal, and regulatory frameworks, including but not limited to:

- a. **Data Protection Laws:** Compliance with the General Data Protection Regulation (GDPR) and all other applicable laws governing data privacy and the handling of personal data.
- b. **Environmental and Safety Regulations:** Adherence to all applicable environmental, health, and safety regulations, with a commitment to sustainable practices throughout the Project's lifecycle.

¹ https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-euratom_en.pdf

c. **Ethical Standards:** The Grantee shall comply with the ethical guidelines set forth under the Horizon Europe framework, ensuring that the Project is conducted with the utmost respect for human rights and fundamental freedoms.

7.1.3 Communication and Collaboration with the Grantor

The Grantee shall engage in proactive and transparent communication with the Grantor and the CyberSecDome Open Call Implementation Team (OCIT) which will consist of technically oriented individuals from organisations that are part of the CyberSecDome Consortium. This team will act as a mentoring mechanism for the technical achievement and progression of each participant's project. CyberSecDome Consortium throughout the duration of the Project. The Grantee is required to:

- a. **Periodic Reporting:** Submit periodic technical and financial reports in accordance with the schedule specified in Annex [X], providing comprehensive and accurate accounts of Project progress, risks, deliverables, and expenditures.
- b. **Timely Disclosure:** Immediately inform the Grantor of any potential risks, delays, or issues that may adversely impact the Project's successful execution, proposing remedial measures where feasible.
- c. **Collaboration and Coordination:** Cooperate fully with the Grantor and other members of the CyberSecDome Consortium, facilitating the exchange of information and responding promptly to any requests for clarification, documentation, or technical assistance.

7.2 Obligations and Responsibilities of the Grantor

7.2.1 General Obligations of the Grantor

The Grantor agrees to fulfil its responsibilities under this Agreement in good faith and with due diligence. The Grantor shall:

- a. **Disbursement of Funds:** Disburse the grant funds in accordance with the financial provisions and payment schedule set out in this Agreement.
- b. **Provision of Guidance and Support:** Through the CyberSecDome Open Call Implementation Team, the Grantor will provide the Grantee with relevant guidelines, instructions, and advisory support to facilitate the successful execution of the Project.

- c. **Evaluation and Monitoring:** Monitor the progress of the Project and evaluate the Grantee's compliance with the Project objectives, reporting requirements, and Key Performance Indicators (KPIs).

7.2.2 Confidentiality Obligations of the Grantor

The Grantor acknowledges that confidential information may be received from the Grantee during the Project's duration. The Grantor agrees to treat all such information with the strictest confidence, ensuring that it is not disclosed to third parties without the Grantee's prior written consent, except as required by law or as necessary for the performance of this Agreement.

8 Article 8: Audit and Compliance

8.1 Right to Audit and Verification

The Grantor, represented by the CyberSecDome Open Call Implementation Team, and any authorised representatives of the European Commission or its designated auditors, shall have the right, but not the obligation, to audit and verify the Grantee's compliance with the terms of this Agreement, including but not limited to its financial, technical, and administrative obligations. Such audits may be conducted during the Project implementation period and for a period of up to five (5) years following its completion. The Grantee undertakes to provide its full cooperation and unrestricted access to all records, accounts, documents, and other relevant materials pertaining to the Project.

8.2 Audit Procedures

Audits shall be conducted in accordance with the following procedures:

- a. **Notification:** The Grantor shall provide the Grantee with reasonable prior written notice of any audit, specifying the scope, purpose, and duration of the audit activities, except in cases where immediate access is necessary due to potential fraud, breach of this Agreement, or legal obligations.
- b. **Access to Records:** The Grantee shall provide the authorised auditors with full and prompt access to all Project-related records, accounts, financial statements, deliverables, correspondence, timesheets, payroll documentation, contracts, and other supporting materials deemed necessary for the audit.

- c. **Correction of Findings:** Should the audit reveal any financial discrepancies, compliance deficiencies, or other non-conformities, the Grantee shall promptly implement corrective actions within a reasonable period, as specified by the Grantor. Failure to rectify such deficiencies may entitle the Grantor to suspend payments, reclaim disbursed funds, or terminate this Agreement in accordance with Article 12.

8.3 Financial Compliance

The Grantee shall ensure that all costs reported under this Agreement are:

- a. **Eligible Costs:** Costs must be in accordance with the Horizon Europe financial guidelines and categorised as Eligible Costs under Article 5 of this Agreement.
- b. **Documented and Verifiable:** All reported expenditures must be documented with original, auditable, and verifiable records, such as invoices, purchase orders, contracts, receipts, and payroll documentation. The Grantee shall maintain accurate and up-to-date accounts for all Project-related transactions.
- c. **Accurately Reported:** Financial reports submitted to the Grantor must provide a complete and accurate account of all costs incurred during the Project's execution, demonstrating compliance with the approved budget and alignment with the Project's objectives.

8.4 Compliance with Ethical and Regulatory Standards

The Grantee shall adhere to all applicable ethical and regulatory standards throughout the duration of the Project, including but not limited to:

- a. **Data Protection Compliance:** The Grantee shall fully comply with the General Data Protection Regulation (GDPR) and other applicable data protection laws governing the collection, processing, storage, and sharing of personal data.
- b. **Ethics Review:** The Grantee shall ensure that all research activities involving human participants, sensitive data, genetically modified organisms, or potentially hazardous materials are reviewed and approved by an appropriate and recognised ethics committee, where required by applicable regulations.
- c. **Adherence to EU Policies:** The Grantee shall strictly adhere to all relevant EU policies on non-discrimination, human rights, gender equality, environmental sustainability, and any other principles and values of the European Union.

8.5 Record Retention Requirements

The Grantee agrees to maintain all records, documents, correspondence, and accounts related to the Project for a minimum period of five (5) years following the completion of the Project. Such records shall be retained in a secure and organised manner, allowing for subsequent audits, inspections, or compliance reviews by the Grantor or its authorised representatives. Failure to maintain such records or provide access upon request may constitute a breach of this Agreement and result in the termination of funding or legal recourse, as deemed appropriate by the Grantor.

9 Article 9: Intellectual Property Rights (IPR)

9.1 Ownership of Results

All Intellectual Property Rights (IPR) arising from the Project ("Results") shall be owned by the Grantee unless otherwise specified in this Agreement or in any specific arrangements made between the Parties and outlined in the attached annexes. The term "Results" refers to any tangible or intangible output generated through the implementation of the Project, including but not limited to methodologies, processes, software, designs, prototypes, inventions, and any related rights.

9.2 Licensing and Access Rights

The Grantee shall grant the Grantor and all members of the CyberSecDome Consortium a non-exclusive, royalty-free, irrevocable, worldwide license to use the Results for research, dissemination, or further development purposes, provided that such use does not interfere with the Grantee's exploitation of the Results. Any such use must comply with applicable confidentiality and data protection requirements.

In addition, the Grantee may be required to provide third-party licenses, upon fair and reasonable terms, to other entities that require access to the Results for research or innovation activities related to the CyberSecDome framework.

9.3 IPR Management

The Grantee shall be solely responsible for the management, protection, and exploitation of the Results in accordance with the provisions of this Agreement. This shall include, but is not limited to, the following obligations:

- a. **Disclosure and Registration:** The Grantee shall promptly disclose any potentially patentable or copyrightable Results to the Grantor. The Grantee must initiate all necessary procedures to protect such Results, including the filing of patent applications or copyright registrations in relevant jurisdictions.
- b. **Third-Party Rights:** The Grantee shall ensure that the Results do not infringe upon any third-party intellectual property rights. The Grantee shall obtain all necessary licenses, consents, and clearances to use any pre-existing intellectual property in connection with the Project.
- c. **Exploitation Plan:** The Grantee shall submit an IPR Exploitation Plan to the Grantor within three (3) months of the Project's completion. The Exploitation Plan should outline the commercial or non-commercial use of the Results, including any planned licensing, spin-offs, or partnerships. The Exploitation Plan must demonstrate how the Results will contribute to the broader objectives of the CyberSecDome Project.
- d. **Revenue Sharing:** Should the commercial exploitation of the Results lead to substantial financial gains, the Grantee agrees to share a portion of the revenue with the Grantor or the CyberSecDome Consortium, as outlined in the annexed Revenue Sharing Agreement. Such revenue-sharing provisions shall be governed by principles of fairness and proportionality.

9.4 Protection of Pre-existing Intellectual Property

The Grantee shall ensure that all pre-existing intellectual property ("Background IP") introduced during the Project remains the property of its rightful owner. The Grantee shall provide a written description of all Background IP brought into the Project to the Grantor and shall indicate any restrictions or limitations on its use.

Should any Background IP be essential for the implementation or exploitation of the Results, the Grantee shall grant the Grantor limited access rights to the Background IP, provided that such rights are necessary for achieving the Project's objectives and do not infringe upon the Grantee's proprietary interests.

9.5 Infringement and Dispute Resolution

In the event of any dispute or allegation of intellectual property infringement arising from the Project, the Parties agree to engage in good-faith negotiations to resolve the

matter amicably. If such negotiations are unsuccessful, the Parties may pursue alternative dispute resolution measures, as described in Article 13 of this Agreement.

The Grantor shall not be liable for any infringement claims or disputes arising from the Grantee's use or exploitation of the Results. The Grantee agrees to indemnify and hold harmless the Grantor and their respective officers, employees, and agents from any claims, liabilities, or expenses arising from alleged or actual intellectual property infringements.

9.6 Joint Ownership

In the event that the Results are jointly developed by the Grantee and another member of the CyberSecDome Consortium, both parties shall be considered joint owners of the Results. The joint owners shall negotiate and formalise a joint ownership agreement, specifying their respective rights and obligations in relation to the Results, including provisions for commercialisation, licensing, and revenue-sharing.

Joint owners shall have an equal right to use and exploit the jointly owned Results, subject to prior written notification to the other joint owner(s) and compliance with any confidentiality or licensing obligations.

10 Article 10: Confidentiality

10.1 Confidentiality Obligations

The Parties acknowledge that, during the term of this Agreement, they may receive or have access to proprietary or confidential information, data, documents, or other materials of the other Party or members of the CyberSecDome Consortium (hereinafter referred to as "Confidential Information"). Confidential Information includes, but is not limited to, technical information, business strategies, intellectual property, financial information, and any other materials explicitly marked as confidential or reasonably understood to be of a confidential nature.

The Parties agree to:

- a. **Non-Disclosure:** Not disclose Confidential Information to any third parties without the prior written consent of the disclosing Party.

- b. **Use Restrictions** Use Confidential Information solely for the purposes of fulfilling the obligations under this Agreement.
- c. **Reasonable Care:** Take all reasonable measures to protect and preserve the confidentiality of the Confidential Information. Such measures must be no less than those employed by the receiving Party to protect its own confidential and proprietary information.

10.2 Duration of Confidentiality

The confidentiality obligations set forth in this Agreement shall remain in force during the term of this Agreement and for a period of five (5) years following its termination or expiration.

10.3 Exceptions to Confidentiality

The obligations of confidentiality shall not apply to information that:

- a. **Public Domain:** Is already in the public domain or becomes publicly available without breach of this Agreement.
- b. **Independent Development:** Was developed independently by the receiving Party without access to or use of the Confidential Information.
- c. **Legal Disclosure Requirement:** Is required to be disclosed by law, court order, or regulatory authority, provided that the receiving Party gives the disclosing Party prior written notice and cooperates to the fullest extent practicable to obtain confidential treatment for such information.
- d. **Prior Knowledge:** Was lawfully known to the receiving Party prior to receiving the Confidential Information from the disclosing Party, as evidenced by the receiving Party's records.

10.4 Return or Destruction of Confidential Information

Upon the termination or expiration of this Agreement, or upon the disclosing Party's written request, the receiving Party agrees to promptly return or destroy all copies of the disclosing Party's Confidential Information in its possession, custody, or control. The receiving Party shall certify in writing that all Confidential Information has been returned or destroyed, except for such copies as are required to be retained by law or regulation, in which case the receiving Party shall continue to be bound by the obligations of confidentiality in this Agreement.

10.5 Breach of Confidentiality

In the event of a breach of confidentiality obligations, the disclosing Party shall have the right to seek equitable relief, including injunctive relief or specific performance, in addition to any other remedies available at law or in equity. The breaching Party shall be liable for all damages, losses, costs, or expenses incurred by the disclosing Party as a result of the breach, including reasonable legal fees and expenses.

11 Article 11: Liability and Force Majeure

11.1 Limitation of Liability

- a. **General Liability:** Each Party shall be liable for any loss, damage, or injury to the extent caused by its gross negligence, willful misconduct, or material breach of this Agreement. Such liability shall be limited to direct damages only, and neither Party shall be liable for indirect, incidental, special, consequential, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of business opportunity.
- b. **Financial Cap:** The total cumulative liability of each Party under this Agreement, arising from all claims and causes of action, shall be limited to the total amount of funding received by the Grantee under this Agreement.
- c. **Exclusions:** The limitations of liability set forth in this Article shall not apply in the event of (i) death or personal injury caused by the negligence of either Party; (ii) fraud, fraudulent misrepresentation, or willful misconduct; or (iii) breach of Article 10 (Confidentiality) or Article 9 (Intellectual Property Rights).

11.2 Force Majeure Conditions

- a. **Definition of Force Majeure:** Neither Party shall be considered to be in default or liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to an event beyond its reasonable control, including but not limited to natural disasters, war, acts of terrorism, government restrictions, strikes, labor disputes, pandemics, or other similar events (hereinafter referred to as "Force Majeure").
- b. **Notification Requirement:** In the event of a Force Majeure occurrence, the affected Party shall promptly notify the other Party in writing of the nature and

anticipated duration of the event, as well as the extent to which the affected Party's performance is impacted. The affected Party shall make reasonable efforts to mitigate the effects of the Force Majeure event and resume its obligations as soon as practicable.

- c. **Suspension of Performance:** During the period of Force Majeure, the affected Party's obligations under this Agreement shall be temporarily suspended. If the Force Majeure event persists for more than sixty (60) calendar days, the unaffected Party may terminate this Agreement upon written notice to the affected Party.
- d. **Consequences of Termination Due to Force Majeure:** Upon termination of this Agreement due to Force Majeure, neither Party shall have any liability to the other for any losses or damages resulting from the termination, provided that any outstanding payment obligations for work performed up to the date of termination shall remain due and payable.

11.3 Indemnification

- a. **Indemnification by the Grantee:** The Grantee shall indemnify and hold harmless the Grantor and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, losses, costs, or expenses (including reasonable legal fees) arising out of or resulting from the Grantee's acts, omissions, or breach of this Agreement, except to the extent caused by the negligence or willful misconduct of the Grantor.
- b. **Indemnification by the Grantor:** The Grantor shall indemnify and hold harmless the Grantee, its officers, employees, and agents from and against any and all claims, liabilities, losses, costs, or expenses (including reasonable legal fees) arising out of or resulting from the Grantor's acts, omissions, or breach of this Agreement, except to the extent caused by the negligence or willful misconduct of the Grantee.

11.4 Insurance

- a. **Insurance Obligations:** The Grantee shall maintain appropriate insurance coverage, as required by applicable laws and regulations, to protect against liability arising from its activities under this Agreement. Such insurance shall

cover, at a minimum, general liability, professional liability, and any other necessary coverages deemed appropriate for the Project.

- b. **Proof of Insurance:** The Grantee shall provide the Grantor with proof of insurance upon request. The Grantor reserves the right to review and approve the Grantee's insurance policies to ensure that they provide adequate coverage.

12 Article 12: Termination of Agreement

12.1 Termination by Mutual Agreement

- a. **Voluntary Termination:** This Agreement may be terminated at any time by mutual written agreement of the Parties, specifying the effective date of termination and the terms upon which the termination is agreed. In such an event, the Parties shall agree on the respective obligations and the financial consequences of termination.
- b. **Final Settlement:** Upon termination by mutual agreement, the Parties shall submit a final report detailing all expenditures and activities up to the date of termination. The Grantor shall only be responsible for payment of eligible costs incurred by the Grantee up to the effective date of termination.

12.2 Termination for Breach

- a. **Breach by the Grantee:** The Grantor may terminate this Agreement if the Grantee materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days of receiving written notice from the Grantor specifying the nature of the breach and the required corrective actions.
- b. **Breach by the Grantor:** The Grantee may terminate this Agreement if the Grantor materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days of receiving written notice from the Grantee specifying the nature of the breach and the required corrective actions.
- c. **Immediate Termination for Serious Breach:** Either Party may terminate this Agreement immediately if the breach is of such a serious nature that it significantly undermines the ability of the other Party to achieve the purpose of the Project.

12.3 Termination for Other Reasons

- a. **Termination Due to Force Majeure:** Either Party may terminate this Agreement if a Force Majeure event, as defined in Article 11.2, prevents the continuation of the Project for more than sixty (60) calendar days, and the Parties are unable to agree on alternative arrangements.
- b. **Termination Due to Regulatory or Legal Requirements:** Either Party may terminate this Agreement if required to do so by a change in applicable laws, regulations, or other legal requirements that would make the continuation of the Project unlawful or materially impracticable.

12.4 Consequences of Termination

- a. **Cessation of Activities:** Upon termination of this Agreement, the Grantee shall immediately cease all activities related to the Project, unless otherwise agreed by the Parties, and take all necessary steps to ensure the orderly winding-up of the Project.
- b. **Return of Unspent Funds:** The Grantee shall return to the Grantor any unspent or improperly spent funds received under this Agreement within thirty (30) calendar days of the termination date, unless otherwise agreed by the Parties.
- c. **Final Reporting:** The Grantee shall submit a final report within thirty (30) calendar days of termination, detailing all expenditures, activities, and results up to the date of termination. The Grantor shall review the final report and, if satisfied, release any outstanding payments owed to the Grantee.

12.5 Survival of Provisions

- a. **Surviving Obligations:** The provisions of this Agreement that by their nature are intended to survive termination or expiration, including but not limited to Articles on Confidentiality, Intellectual Property Rights, Liability, Indemnification, and Record Retention, shall remain in full force and effect beyond the termination or expiration of this Agreement.

13 Article 13: Dispute Resolution

13.1 Internal Resolution Mechanism

- a. **Good Faith Discussions:** In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement (hereinafter referred to as a "Dispute"), the Parties shall first attempt to resolve the Dispute amicably through good faith discussions and negotiations.
- b. **Escalation to Senior Representatives:** If the Dispute cannot be resolved within thirty (30) calendar days of the initial notification, the matter shall be escalated to the senior representatives of both Parties for further discussion and resolution. The Parties shall act in good faith to resolve the Dispute promptly and fairly.

13.2 Mediation and Arbitration

- a. **Mediation as a First Step:** If the Dispute remains unresolved after escalation, either Party may propose to refer the matter to a neutral mediator, mutually selected by the Parties, for non-binding mediation. The costs of mediation shall be shared equally by the Parties.
- b. **Arbitration as a Final Step:** If the Dispute is not resolved through mediation within thirty (30) calendar days of the mediator's appointment, either Party may refer the matter to binding arbitration.
- c. **Arbitration Rules and Venue:** The arbitration shall be conducted under the rules of the [International Chamber of Commerce \(ICC\)](#), or any other mutually agreed arbitration body, by one or more arbitrators appointed in accordance with those rules. The seat of arbitration shall be in [City, Country], and the language of arbitration shall be English.
- d. **Final and Binding Decision:** The award rendered by the arbitrator(s) shall be final and binding on the Parties, and judgment on the award may be entered in any court of competent jurisdiction.

13.3 Governing Law

- a. **Applicable Law:** This Agreement and any Dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of the

European Union, complemented by the national laws of [Country] where necessary, without regard to its conflicts of laws principles.

- b. **Jurisdiction:** The courts of [City, Country] shall have exclusive jurisdiction over any interim measures of protection in aid of arbitration or for the enforcement of any arbitration award, without restricting any right of appeal against the arbitration award in accordance with the applicable arbitration rules.

13.4 Costs and Expenses

- a. **Allocation of Costs:** Each Party shall bear its own costs and expenses incurred in connection with the resolution of any Dispute under this Article, except as otherwise provided in this Agreement or ordered by the arbitrator(s).

14 Article 14: Miscellaneous

14.1 Amendments to the Agreement

- a. **Procedure for Amendments:** Any modification, amendment, or variation to this Agreement shall only be valid if made in writing and signed by the duly authorised representatives of both Parties. Such amendments shall specifically refer to this Agreement and explicitly state the agreed changes.
- b. **No Implied Waivers:** No waiver, amendment, or alteration of any provision of this Agreement shall be implied by any failure of the Parties to enforce any provision or by any conduct or course of dealing.

14.2 Entire Agreement

- a. **Integrated Understanding:** This Agreement, including its preamble, annexes, schedules, and any documents incorporated by reference, constitutes the entire agreement between the Parties concerning the subject matter hereof. All prior or contemporaneous oral or written agreements, understandings, or representations, not expressly included or referenced herein, are superseded by this Agreement.
- b. **Exclusion of Implied Terms:** This Agreement excludes any implied terms, conditions, or representations except those that cannot be lawfully excluded by contract.

14.3 Severability

- a. **Effect of Invalidity:** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions of this Agreement, which shall continue in full force and effect.
- b. **Replacement of Invalid Terms:** In the event that any provision of this Agreement is found to be invalid or unenforceable, the Parties shall negotiate in good faith to agree on a replacement provision that reflects the original intention of the Parties as closely as possible.

14.4 Notices

- a. **Form of Notices:** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, email, or registered mail to the addresses specified by the Parties in the Preamble of this Agreement or any updated address provided in accordance with this Article.
- b. **Effective Date of Notices:** Notices delivered by hand or registered mail shall be deemed effective on the date of receipt. Notices delivered by email shall be deemed effective on the date and time of transmission, provided that no notification of delivery failure has been received.

14.5 Assignment

- a. **Restriction on Assignment:** Neither Party shall assign or transfer this Agreement, or any part thereof, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt to assign this Agreement without the required consent shall be void.
- b. **Binding on Successors:** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14.6 No Agency

- a. **No Creation of Agency:** Nothing in this Agreement shall be construed to create any agency, partnership, joint venture, or employment relationship between the Parties. Each Party shall act as an independent contractor, and neither Party shall have the authority to bind or commit the other in any way.

14.7 Counterparts

- a. **Execution in Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures exchanged electronically (e.g., via scanned copies or digital signatures) shall have the same effect as original signatures.

TPEA TEMPLATE