



TENDER DOCUMENT 11 (TD 11): FRAMEWORK AGREEMENT

DISCLAIMER: Contractors are aware that the Framework Agreement (and subsequent Contracts, if applicable) will be signed in its English version. With the submission of their Tenders, Contractors accept this fact.

PREAMBLE

This is a Framework Agreement between the following parties:

On the one part: The “Lead Procurer”,

KENTRO MELETON ASFALIAS(KEMEA), established in P Kanellopoulou 4 Street 10 177 Greece, as represented for the signing of the Framework Agreement by the President of BoD, Theodoro Dravilla,

hereinafter referred to also as “KEMEA” acting in the name and on behalf of the other procurers in the Publics Buyers Group (together with the Lead Procurer: “PREVENT Buyers Group”) listed below:

1. CONSEIL REGIONAL PROVENCE ALPES COTE D'AZUR (REGSUD), established in Place Jules Guesdes 27, Marseille 13481, France,
2. SOCIETE NATIONALE SNCF (SNCF), established in 2 PLACE AUX ETOILES, ST DENIS 93200, France,
3. REGIE AUTONOME DES TRANSPORTS PARISIENS (RATP), established in QUAI DE LARAPEE 54 LAC B71, PARIS 75012, France,
4. AYUNTAMIENTO DE SEVILLA (SCC), established in PLAZA NUEVA 1, SEVILLA 41001, Spain,
5. TRANSPORTES URBANOS DE SEVILLA SAM (TUSSAM), established in DIEGO DE RIANO 2, SEVILLA 41000, Spain,
6. Ferrocarrils de la Generalitat de Catalunya (FGC), established in Carrer del Cardenal Sentmenat 4, Barcelona 08017, Spain,
7. METROPOLITANO DE LISBOA EP (ML), established in AV FONTES PEREIRA DE MELO 28, LISBOA 1069 095, Portugal,
8. FERROCARRIL METROPOLITA DE BARCELONA SA (TMB), established in CARRER 60 ZONA FRANCA 21-23, BARCELONA 08040, Spain,
9. FERROVIENORD S.p.A. (FN), established in PIAZZALE LUIGI CADORNA 14, MILANO 20123, Italy,
10. AZIENDA MOBILITA E TRASPORTI SPA (AMT), established in VIA MONTALDO 2, GENOVA 16137, Italy,
11. PRORAIL BV (PRORAIL), established in MOREELSEPARK 3, UTRECHT 3511 EP, Netherlands,
12. YPERASTIKO KTEL NOMOU IOANNINON ANONYMI METAFORIKI, TOYRISTIKI KAI EMPORIKI ETAIREIA DYTIKHS ELLADAS (KTEL), established in L.G. Papandreou 45, Ioannina 45444, Greece,





And on the other hand: [insert details of the Contractor], hereinafter referred to as the “Contractor”

With headquarters in (completed address):

Code and VAT number:

Hereafter referred to as “ “

Headed by its

[OPTION for joint tenders]: acting in the name and on behalf of the other members of group of tenderers:

- 1. *[insert the details for each member of the group of tenderers]*
- 2. ...
- 3. ...

The members of the group of tenderers are hereafter collectively referred to as the “Contractor” and will be jointly and severally liable vis-à-vis the Lead Procurer for the performance of this agreement and the Phase Contracts.

The Lead Procurer, Buyers Group and the Contractor shall be referred together as “Parties” unless otherwise specified.

By signing this Framework Agreement, the Parties agree to implement the Pre-Commercial Procurement in accordance with the Framework Agreement and all the obligations it sets out.

Now therefore, between the Parties, as above represented,

IT IS AGREED AS FOLLOWS:

TERMS AND CONDITIONS

ARTICLE 1- Subject of the agreement

1.1. This Framework Agreement defines the general terms and conditions for the implementation of the PCP procurement of R&D services set out in Article 4 and for the Specific Phase Contracts that will be awarded for each of the 3 PCP phases.

1.2. The Contractor irrevocably undertakes towards the Lead Procurer to carry out the activities referred to in the PCP Call for Tenders (TD1), in the Financial offer form (TD5) and the Technical offer form (TD4) submitted by the Contractor and to comply with all obligations incumbent thereupon





under this Framework Agreement (TD11) and any awarded Phase Contracts (TD12, 15, 16) in a professional and skilful manner, meeting best industry practice.

- 1.3. The Contractor confirms to be aware of and to agree with the fact that the Lead Contractor may enter into similar agreements, relating to the same project, with other Contractors of Phase 1, Phase 2 and/or 3.

ARTICLE 2- Conditions for the execution of activities

- 2.1. The Contractor undertakes to fulfil the obligations under this Framework Agreement with its own means, by organizing and managing at its own risk.
- 2.2. The Contractor shall inform the Lead Procurer in compliance with and, in any case, promptly upon the Lead Procurer's first request, of the progress of the Project. Without prejudice to other provisions hereunder, the Contractor shall notify the Lead Procurer of any proposed deviation from the agreed scope of work or if significant developments occur as R&D work progresses as soon as possible after the Contractor becomes aware of the necessity or usefulness of such deviation.
- 2.3. The Contractor shall ensure full communication takes place between the Parties and such others as may be notified to the Contractor by the Lead Procurer and shall advise as required on the Project.
- 2.4. The contractor shall implement the contract in compliance with all of the following obligations in line with the requirements of the Call for Tender (TD1):
 - a) The 'Compliance with definition of R&D services'.
 - b) The 'Place of performance obligation'.
 - c) The 'Place of establishment and control'¹.

In case of breach of any of the above contractual obligations, the contracting authority is entitled to require that the contractor transfers the ownership of the results to the contracting authority.

¹ The requirement that the country of control of the entity must be located in the EEA applies to all participant. I.e., the lead contractor, all the members of the Consortium and subcontractors (if applicable in the latter cases). The requirement that the country of establishment of the entity must be located in the EEA applies to the lead contractor, all the members of the Consortium (if applicable), but not to potential subcontractors.





- 2.5. During the execution of the Framework Agreement and without any interference in the Contractor internal processes, the Lead Procurer reserves the right to monitor periodically the progress of the contractual performance.
- 2.6. The Contractor undertakes not to subcontract essential parts of the contracts, nor the management of the PCP activities (these tasks will have to be performed by the Contractor or at least by full-subsidiary companies owned by the Contractor), unless deemed necessary by both Parties and agreed upon in writing between the Parties. The Lead Procurer shall terminate this agreement forthwith in case of failure by the Contractor to comply with the provisions under this article.
- 2.7. In providing the services as required under this Framework Agreement and Phase Contract(s), the Contractor shall ensure full compliance with the requirements on R&D Services as defined in the most recent version of the Frascati Manual and, where applicable, its latest annexes.²
- 2.8. Subject to the confidentiality obligations set forth in Article 11, the Contractor grants to the Lead Procurer (acting, as the case may be, through agents authorized for that purpose) and to any statutory or regulatory auditors of the Lead Procurer, a right to access (and, if necessary to copy) the relevant financial records during normal business hours.
- 2.9. The Lead Procurer will appoint a Representative for this Framework Agreement. Upon signing of this Agreement, the Contractor shall appoint a Representative for this Framework Agreement, which will be the contact person with the Lead Procurer. The Contractor's Representative will then have the ability, unless otherwise decided, to represent for all purposes the same Contractor.
- 2.10. At the execution date of this agreement, the Contractor will have to communicate the name, phone number, fax number (if available) and e-mail address of the Contractor's Representative.

² OECD (2015), Frascati Manual 2015: Guidelines for Collecting and Reporting Data on Research and Experimental Development, The Measurement of Scientific, Technological and Innovation Activities, OECD Publishing, Paris, <https://doi.org/10.1787/9789264239012-en>





ARTICLE 3- Duration

3.1. The Project is divided into the following phases:

- Phase 1: Solution design.
- Phase 2: Prototype development
- Phase 3: Operational Validation in 4 pilot sites.

Each phase will have a duration in accordance with the planning provided in the Call for Tenders and as agreed in each Specific Phase Contract.

3.2. The Framework Agreement becomes effective upon signing by both Parties and shall remain in effect (unless terminated in accordance with Article 24) until the Completion Date (as defined in the Call for Tender) of Phase 1 or of a later Phase that has been awarded to the Contractor. However, confidentiality related obligations shall remain applicable for a period of 4 years after the end of the Framework Agreement in accordance with Article 10.

3.3. The period of execution of the tasks may be extended only with the express written agreement of the Parties before the expiration of the period for execution of the tasks, in compliance with the provisions of Article 26.

ARTICLE 4- R&D services to be provided

The Contractor shall provide the R&D services (tasks, deliverables and milestones) required in the tenders documents and in each related Phase Contract with the scope to develop solutions to tackle the challenge set out to all Tender Documents and the Specific Phase Contracts, in compliance with the rules of the state aid framework for R&D&I in its latest version.³

ARTICLE 5- Duties of the Parties

5.1. The Contractor is entering into this Framework Agreement on the assumption that the details of the Project as provided by the Lead Procurer (on behalf of the Buyers Group) are accurate and complete.

5.2. The Contractor undertakes to perform all the activities subject of this Framework Agreement in accordance with it, in compliance with the applicable regulations and in accordance with the conditions, procedures, terms and provisions contained, in the PCP Call for Tenders (TD1), the Tender Documents and related annexes and the in the Financial offer form

³ Framework for state aid for research and development and innovation https://ec.europa.eu/competition/state_aid/modernisation/rdi_framework_en.pdf





(TD5) and the Technical offer form (TD4). The Contractor further undertakes to allocate sufficient resources, equally, to each Phase Contract that the Contractor is awarded, in order to comply with its obligations in any such Phase. The Contractor also undertakes to ensure that each member of the Contractor's Staff engaged on the Project observes the terms and conditions of this Framework Agreement and any amendment entered into between the Parties hereto, and that the Contractor's Staff are advised of any changes in the scope of the Framework Agreement or the PCP Project.

5.3. The Contractor undertakes to:

- a) Co-operate with the Lead Procurer in all matters relating to the project.
- b) Obtain and at all times maintain during the collaboration all necessary Licenses and consents required for the performance of this Framework Agreement.
- c) Subject to the prior written approval of the Lead Procurer, appoint or, at the written request of the Lead Procurer, holding reasonable grounds for the request, replace without delay:
 - i. The Contractor's Representative; and/or
 - ii. key staff, who shall be suitably skilled, experienced and qualified to carry out the Project.
- d) Ensure the availability of the Contractor's Representative and (key) staff for the purposes of the Project. I.e., the Contractor undertakes to ensure that all required key staff will be available to deliver the required services at agreed levels of quality and in a timely manner. Notwithstanding the provisions of Article 24, the Lead Procurer may terminate this Framework Agreement with a Contractor if any of the Contractor's key staff are not available for the entire period needed to fulfil their duties in the project, subject to prior discussion having first been held with the Contractor to attempt to identify and agree a mutually acceptable replacement and where the lack of availability of one or more of the key staff causes a material risk to the fulfilment of the delivery objective of the project.
- e) Promptly inform the Lead Procurer of the absence of the Contractor's Representative and/or key staff. If the Lead Procurer so requires, the Contractor shall provide a suitably qualified replacement.
- f) Not make any changes to the Contractor's Representative, sub-contractors or the key staff without the prior written approval of the Lead Procurer. Such approval not to be unreasonably withheld or delayed.
- g) Ensure that the Contractor's team uses reasonable skill and care during the project.
- h) Be responsible for the accuracy of all drawings, documentation and information supplied to the Lead Procurer in connection with delivery of this Framework Agreement. The Contractor shall:





- i. Observe and comply, and ensure that the Contractor's team observes and complies with all rules, regulations and technical requirements and all any other reasonable requirements and safety regulations as well as those that may subsequently be enacted or issued by the Lead Procurer. For the avoidance of any doubt, the Contractor undertakes that any increased costs, resulting from the need to observe the rules and regulations referred to in the previous paragraph, even if entered into force after the signing of the Framework Agreement, will remain the exclusive responsibility of the Contractor, unless it would be unreasonable for Contractor to, in which case the Parties will consult with each other in all fairness how to deal with any of these increased costs. Therefore, the same Contractor cannot claim any payments, as such, against the Lead Procurer (and the members of the PBG) and/or any other third parties, to the extent of its jurisdiction, and will assume all the risks related to any subsequent amendments to the law in force, which may impose additional charges subsequent to those provided at the time of the submission of offers. The Contractor expressly agrees to indemnify and hold harmless the Lead Procurer (and the members of the PBG) and/or, in any case, any third party, for all the consequences arising from any breach by the Contractor of the rules and technical requirements, safety, and other related regulations.
- ii. Acknowledge and adjust to any modification with respect to the specifications by the Lead Procurer as the case may be.
- iii. Notify the Lead Procurer as soon as it becomes aware of any issues which arise in relation to the Project.

5.4. The Lead Procurer shall:

- a) Co-operate with the Contractor in all matters relating to the project and appoint (and replace, if appropriate) the Lead Procurer's representative.
- b) Provide such access to the Lead Procurer's (and if needed the members of the Public Buyers Group) premises and sensitive data, if it is in accordance with data-protection officials, and such office accommodation and other facilities as may reasonably be requested by the Contractor and agreed rules and regulations with the Contractor in writing in advance, for the purposes of the project.
- c) Provide such information as the Contractor may reasonably request and the Contractor considers reasonably necessary, in order to carry out the project, in a timely manner, and ensure that it is accurate in all material respects.

5.5. The Contractor acknowledges and unconditionally accepts that the Lead Procurer's is and remains unconditionally entitled to analyse the results of





the PCP Phases and to re-use, integrate and to publish the advice (or parts thereof), in whatever form or manner the Lead Procurer's deems necessary.

5.6. The Contractor will allow the European Commission, the European Court of Auditors (ECA) and the European Anti-fraud Office (OLAF) to exercise their auditing rights. This obligation applies to all its subcontractors

5.7. Due to the short duration of the PCP no changes in the members of a consortium and/or subcontractors will be allowed unless exceptional reasons that could not be foreseen apply. If that is the case, the new member of the consortium and/or subcontractor has to meet all exclusion and selection criteria, to comply with the minimal technical requirements. - The new member of the consortium and/or subcontractor will have to sign the NDA (TD2) and the EURI template (TD3). The replacement cannot not entail a substantial modification of the contract conditions.

ARTICLE 6- Warranties and representations

6.1. The Contractor warrants and represents to have full capacity and authority to send all necessary usage Licenses, permits and consents with the related rights related to the PCP Project and continues to have this full capacity, authority, usage licenses, permits and consents during the duration of the Framework Agreement.

6.2. The Contractor warrants that the information it will provide under the Framework Agreement will be correct, accurate and up-to-date.

ARTICLE 7- Pricing, payment and accounting

7.1. The Lead Procurer will be responsible for the payments on behalf of the Public Buyers Group.

7.2. The total amount to be paid by the Lead Procurer to the Contractor shall not exceed the relevant amounts detailed in the Call for Tender (TD1).

7.3. The price for the R&D services to be implemented for each PCP phase will be set out in the Specific Phase Contracts.

7.4. Prices indicated and submitted by the Contractor in the Financial Offer (TD5) during the tender shall be considered a binding maximum for the





duration of the Framework Agreement and includes all the costs and expenses.

7.5. Payments for the Contractor's Services for each phase will be made according to the following provisions:

PHASE I: The Contractor may request a payment of 30% in Month 2 of PCP Phase 1. The remaining 70% will be invoiced following the communication of the PEC decision confirming that the Contractor has completed Phase 1 satisfactorily. In case of non-satisfactory completion of Phase 1, any payment already made may be reclaimed, including the case in which the PEC concludes that Phase I was not even satisfactorily completed.

PHASE II: The Contractor may issue an invoice for the payment of an interim-payment equal to 50 % of the Price for Phase 2 following the communication of the Procurement Evaluation Committee that the Contractor has satisfactorily completed D2.2 Intermediate progress report.

The Contractor may issue an invoice for the remaining payment of 50 % following the communication of the Procurement Evaluation Committee confirming that the Contractor has completed Phase 2 satisfactorily.

PHASE III: The Contractor may issue an invoice for the pre-payment equal to 50 % of the Price for Phase 3 after signing the Phase 3 Contract (TD16). The Contractor may issue an invoice for the payment of the final payment of 50 % following the communication of the Procurement Evaluation Committee confirming that the Contractor has complied with the Performance Conditions and the Functional Specifications applicable to Phase 3 and has completed it satisfactorily.

7.6. Payments will be made by the Lead Procurer following the award of the Phase Contract and according to the payment schedule as defined in the PCP Call for Tender (TD1).

7.7. Payments for the Contractor's Services for each phase will be made according to the following provisions: Payments corresponding to each PCP phase will be subject to the satisfactory/successful completion of the deliverables for that phase.

7.8. Payments will be made by the Lead Procurer following the submission of the relevant invoices. The Contractor will send the invoice once the deliverable has been accepted. Invoices are to be submitted in Euros. The Contractor shall state the Price with and without VAT. The Price at the prevailing VAT rate as applicable in Greece. The VAT rate for Greece is 24%. Any other taxes, levies, tariffs and duties (including sales, service, use, lease, personal property, consumption, excise, withholding, or





property) associated with the Contractor's performance of the Framework Agreement or which may be levied on the Price shall be the Contractor's responsibility.

- 7.9. The Lead Procurer will liquidate the mentioned invoices in the dedicated current account detailed by the Contractor. The Lead Procurer may suspend the payment at any time if, in the view of the Lead Procurer or the Evaluation Committee, acting reasonably, satisfactory progress on the Project has not been maintained, or reports have not been submitted as required.
- 7.10. All activities necessary to a full and regular compliance with the contractual terms and conditions shall be the sole responsibility of the Contractor and are included in the consideration specified in the Financial Offer, even if not specified in this Framework Agreement.
- 7.11. Prices shall be based on the maximum binding unit prices for all foreseeable items which have been stated in the economic offer and are binding (as a maximum) for the duration of the whole Framework Agreement. If unit prices are added to Phase 2 or 3 offers, they shall become binding for the remaining Phases.
- 7.12. The Contractor accepts, upon first request from the Lead Procurer, to provide the Lead Procurer with complete, relevant and clear information as well as documentary evidence about the allocation of amounts paid by the Lead Procurer. The Contractor shall maintain proper financial records relating to the Project at all times during the project period and for a period of four (4) years after the end of the project period.
- 7.13. Payments to third parties employed or hired by the Contractor, if any, shall remain the sole responsibility of the Contractor, who shall ensure that such payments are made promptly and hold the Lead Procurer (and the Public Buyers Group) harmless against any claim by such third parties.
- 7.14. Where the Contractor enters into a subcontract with a supplier or Contractor for the purpose of performing the Agreement, it shall include a clause requiring the payment of undisputed sums by the Contractor to the subcontractor within a specified period not exceeding thirty (30) calendar days from the receipt of a valid invoice.
- 7.15. Wherever, under the agreement, any sum of money is recoverable from or payable by the Contractor (including any sum that the Contractor is liable to pay to the Lead Procurer in respect of any breach of the Contract), the Lead Procurer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement with the Lead Procurer.





- 7.16. If at any time an overpayment has been made to the Contractor for any reason whatsoever, the amount of such overpayment shall be considered when assessing any further payments or shall be recovered from the Contractor at the Lead Procurer's discretion
- 7.17. The Contractor shall make any payments due to the Lead Procurer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Contractor has a final and enforceable court order requiring an amount equal to such deduction to be paid by the Lead Procurer to the Contractor.

ARTICLE 8- Ownership of the results, including foreground, background and sideground Intellectual Property Rights

GENERAL DISPOSITIONS - Rights and obligations concerning all (fore-, back- and sideground) Intellectual Property Rights (IPRs).

- 8.1. The Contractor shall take all appropriate and necessary measures to ensure the proper management of the Project Intellectual Property Rights. The Contractor shall ensure that the results are identified, recorded and carefully distinguished from the outputs of other research and development activities that are not covered by the prevent PCP Project. The contractor shall ensure that prior to any publication on the results, the protection of any protectable results is duly considered and, where it is reasonable so to do, applications for protection are filed at the relevant Member State or European Patent Office. The contractor shall ensure that all applications for the protection of results are diligently executed and prosecuted having regard to all relevant circumstances.
- 8.2. Each Contractor is responsible for the management (including protection) of its Intellectual Property Rights and bears the costs associated with them.
- 8.3. If the Contractor becomes aware of any product or activity of any third party that involves or may involve infringement or other violation of the Project's Intellectual Property Rights, or any other proprietary right on the Results, the Contractor shall promptly notify the Lead Procurer about the infringement or violation.
- 8.4. The Lead Procurer (on behalf of the members of the Public Buyers Group) has the right to monitor the management of the IPRs.





- 8.5. The Contractor must inform the Public Buyers Group (via the Lead Procurer) of Results that can be exploited, regardless of whether they can be protected or not, within ten (10) days from when they are generated. The information submitted to the Lead Procurer must include information about the contents of the Results, the confirmation by the Contractor to protect them and the planned timing for protection. The notification shall include information about the contents of the results, the confirmation by the contractor of its decision to protect said results, the type of protection that will be pursued and, for registered IPRs such as patents and design rights, the planned timing and geographical scope of such protection, such as the jurisdictions for which the contractor will seek to obtain protection.
- 8.6. For Results that are not IPRs, like prototypes and first products resulting from the R&D, design, prototype and first product/service specifications, simulations, data models, drawings, source code, the same rules as for IPRs will apply.
- 8.7. The Contractor shall provide each of the members of the Public Buyers Group an irrevocable, non-transferrable, royalty-free and non-exclusive License to use all Results for free, including Project Intellectual Property Rights and the Pre-existing rights that are needed to use the Software after termination of the Framework Agreement for a period up-and-to 31 December 2035, including the right to run, reproduce, load, display and store the Software or any parts thereof on the on premise systems of the members of the Public Buyers group as stated in Annex 7. Confidential information about the pilots. The members of the Public Buyers Group include the contracting authorities as stated in Annex 6. Information about the Public Buyers. The License to use the Software does not include the right:
- a) To run the Software on external hosting environments;
 - b) To alter, correct, modify, maintain, support, update and/or upgrade the Software or any part thereof;
 - c) To improve and/or add algorithms as part of the Software;
 - d) To market, sell, rent, sublicense, distribute and/or commercialize the Software or any parts thereof (including any algorithm) to third parties, whether on a profit or a not-for-profit base.
- 8.8. The members of the Public Buyers Group have the right to require the Contractor to grant — within a reasonable time period specified in the request — non-exclusive Licenses to third parties to commercially or non-commercially exploit the results under Fair, Reasonable And Non Discriminatory (FRAND) conditions, without the right to sub-License.





FOREGROUND RIGHTS - Rights and obligations concerning foreground Intellectual Property Rights.

- 8.9. The Contractor retains the ownership of all the rights on the results that it generates: this includes the rights on newly created material generated by the contractor and the rights on background and sideground material generated by the contractor that may be included in the results or that is essential for the functioning of the use of the results.
- 8.10. If the Contractor does not seek protection for project Intellectual Property Rights, or any other proprietary right on the Results that should be protected, the Lead Procurer (on behalf of the PBG) has the right to request the transfer of the Results to himself.
- 8.11. If the Contractor decides not to protect the results that it generated or does not seek timely or sufficient protection to enable the contracting authority to use the results as defined in this Framework Agreement (TD11), for example in terms of jurisdictions for registered IPRs, the contracting authority retains the right to seek itself protection of these results and to obtain ownership of the rights on these results. In the event that the contracting authority decides to exercise this right, the contracting authority will inform the contractor in writing of its decision to exercise this right.
- 8.12. The Contractor is required to deposit copies of Results (e.g. the source code and design specifications) to guarantee the members of the Buyers Group continued access to Results in case of financial bankruptcy of the Contractor (or any of its subcontractors).
- a) Under an ESCROW agreement for Software.
 - b) By providing a copy to the members of the Buyers Group in case of designs, drawings, reports and specifications.
 - c) By providing a copy of the original in the case of hardware (and prototype).

RIGHTS AND OBLIGATIONS RELATED TO THE PRE-EXISTING IPR AND SIDEGROUND

- 8.13. All Pre-existing rights remain the property of the party introducing them (Lead Procurer, members of the Public Buyers Group, Contractor or any





third party supplier that owns it) and nothing contained in this Framework Agreement or any License contract pertaining or pursuant to the Project shall affect the ownership rights of either party in its Pre-existing rights.

- 8.14. The Contractor acknowledges and agrees that:
- a) data and/or data sets (or any parts thereof) provided for by the Lead Procurer and/or by any of the members of the Public Buyers Group are being qualified as Pre-Existing rights of the Lead Procurers and/or of any of the members of the Public Buyers Group; and
 - b) the data and/or data sets (or any parts thereof) provided for by the Lead Procurer and/or by any of the members of the Public Buyers Group shall be used for the sole purpose of executing the Project, including trials and/or pilots set up to test the validity of the Results. Any other purpose and/or use is forbidden.
- 8.15. The Contractor must provide a list of the relevant (for the project) pre-existing materials and pre-existing rights in its offer for this Framework Agreement (using the Declaration of pre-existing rights (TD10)) it holds and/or has access to (e.g. via its subcontractors) and a list of the software necessary for the operation of the prototype and first products/services that will be developed during the PCP, specifying which software is proprietary software. The Contractor must also provide an updated version of it to the Lead Procurer within the bid for each Specific Phase Contract in order to have the updated list approved by the Lead Procurer at the latest thirty (30) days after the start of each Specific Phase Contract. If there are no pre-existing materials nor pre-existing rights, the contractor must provide a declaration to that effect.
- 8.16. The Contractor shall inform the members of the Public Buyers Group about any evolutions in any of its pre-existing material and pre-existing rights that affect the performance of the Framework Agreement (TD11) . This includes any changes to the background (including the rights on the background) and about the generation of new sideground (including new rights on the sideground) within thirty (30) days from the change or generation and at the latest by the end of the corresponding phase and with each bid for the next phase.
- 8.17. Upon request by the Lead Procurer (on behalf of the members of the Public Buyers Group), the Contractor must provide evidence that it has the ownership or the right to use all the listed pre-existing materials and rights. The contracting authority may request this evidence even after the end of this Framework Agreement (TD11).



8.18. The evidence may refer, for example, to rights to: parts of other documents, images, graphs, sounds, music, tables, data, software, technical inventions, know-how, IT development tools, routines, subroutines or other programs ('background technology'), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin. This evidence must include, as appropriate:

- a) the name and version number of a software product;
- b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;
- d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;
- e) the text of the disclaimer notice if any.

Provision of evidence does not release the Contractor from its responsibilities if it is found that it does not hold the necessary rights, regardless of when and by whom this fact is revealed.

8.19. The parties must grant each other a royalty-free, non-exclusive, irrevocable and non-sub-licensable license to use its background and sideground IPRs for the performance of the tasks assigned to them in the PCP, to exploit the results generated in the PCP and to use the Results for their own purposes. **These licenses are in addition to rights provided for by law, such as the unwaivable rights of, and exceptions for the benefit of lawful users of software or of databases, as foreseen by applicable law.**

8.20. If the Contractor intends to rely on the Pre-existing and Sideground IPRs of subcontractors and/or Third Parties it must ensure to obtain all necessary rights (transfer, licences or other) from them, as if they were generated by itself. If obtaining those rights is impossible it should refrain from using subcontractors and/or Third Parties.

ARTICLE 9- Staff appointment provision

9.1. All staff providing services in connection with this Framework Agreement (TD11) shall be bound by the same terms and conditions of service which are normally applicable to the Contractor's staff.





9.2. The Lead Procurer has a commitment to equal opportunities which the Contractor must adhere to. The Contractor must not discriminate on the grounds of gender, race, disability, sexuality, age, religion or otherwise or otherwise allow any applicable employment Law to be breached.

ARTICLE 10- Confidentiality

10.1. The Parties shall keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed. This applies during the implementation of the Framework Agreement (TD11) and the Phase Contracts (TD12, 15 and 16) and up to four (4) years after the end of the Framework Agreement (TD11) and the Phase Contracts (TD12, 15 and 16).

10.2. If information has been identified as confidential only orally, it shall be confidential only if this is confirmed in writing within ten (10) days of the oral disclosure.

10.3. The Parties may disclose confidential information to their staff or to third parties involved in the PCP implementation only if all the following conditions are met:

- a) They need to be aware of this information in order to implement the PCP activities under the Framework Agreement (TD2) and the Phase Contracts (TD8).
- b) They are bound by an obligation of confidentiality.

10.4. The Public Buyers Group may disclose confidential information to the European Union if required under their Horizon 2020 Grant Agreement.

10.5. The confidentiality obligations cease if any of the following grounds apply:

- a) The disclosing party agrees to release the other party from the obligation.
- b) The information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality.
- c) The recipient proves that the information was produced without the use of confidential information.
- d) The information becomes generally and publicly available, without breaching any confidentiality obligation.





- e) The disclosure of the information is required by European or national law.

This does not change the security obligations, which still apply. Stricter confidentiality obligations apply for information that is EU-classified or subject to a security recommendation. The Contractor is obliged to ensure the complete confidentiality of classified information in connection with the common challenge of PREVENT.

- 10.6. The Contractor is fully responsible and liable for the effective performance, by his employees, consultants and collaborators, of the confidentiality obligations herein and undertakes to impose this confidentiality obligation on all those persons who, as a result of their position, become acquainted – directly or indirectly – with any confidential information. Moreover, the Contractor must ensure that the security clearances of employees who interact in the execution are in accordance with the requirements of this contract.
- 10.7. If the duration of the EU Grant Agreement is longer than foreseen (i.e. if the action duration is extended), the confidentiality obligation regulated in this article will be extended in an amendment of this Framework Agreement (TD11).

ARTICLE 11- Promotion, publicity and communication

- 11.1. All communication activities shall comply with the applicable confidentiality and security restrictions. All communication activities shall indicate that they reflect only the author's views.
- 11.2. The Contractor shall undertake communication activities to create publicity about its participation in the Prevent PCP Project, and to promote the objectives and the Results of the R&D carried out under the PCP (in particular, to other potential customers beyond the Lead Procurer and the members of the Public Buyers Group) to achieve commercial exploitation of the results (as explained in detail in Article 12 (TD11)).
- 11.3. During the implementation of the contract and for a period of four (4) years after the end of the contract, the Contractor shall inform the Lead Procurer, thirty (30) days in advance of any (written or oral) publication or any other type of communication (in any media or form) relating to the services or results. Information on communication activities expected to have a major media impact shall be provided sufficiently in advance to allow the Lead Procurer to inform the European Union.





- 11.4. All communication activities (including in electronic form and via social media) and infrastructure, equipment and major results financed by the PCP shall display the EU emblem and include the following text:
- a) For communication activities: ‘This is part of the PREVENT project that has received funding from the European Union’s Horizon 2020 Research and Innovation Program’.
 - b) For infrastructure equipment and major results: ‘This result is part of the PREVENT project that has received funding from the European Union’s Horizon 2020 Research and Innovation Program’.
 - c) When displayed together with another logo, the EU emblem shall have appropriate prominence. The Contractor may use the EU emblem without first obtaining approval from the EU. This does not, however, give the Contractor the right to exclusive use. Moreover, the Contractor may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.
- 11.5. The Lead Procurer and the members of the Public Buyers Group may use, for the purposes of communication and publicity, all information relating to the PCP, documents (notably summaries) and deliverables, and any other material (such as pictures or audio-visual material) from the Contractor (including in electronic form).
- 11.6. The Lead Procurer and the members of the Public Buyers Group may, in particular, publish the names of the participating Contractors and their project abstracts, the summaries of the main results from the R&D and the lessons learned during the PCP (e.g. relating to the feasibility of the different approaches to meeting the procurers requirements that were explored, and the lessons learned for potential future use of the solutions proposed).
- 11.7. This does not change the confidentiality obligations under Article 10. Moreover, before publishing this information, the Lead Procurer and the members of the Public Buyers Group shall consult the Contractor, in order to avoid harming legitimate business interests (e.g. regarding aspects of the solutions that could be IPR-protected) or distortion of competition.
- 11.8. The EU may use, for the purposes of communication and publicity, information relating to the PCP, documents (notably summaries) and deliverables, and any other material (such as pictures or audio-visual material) from the Contractor (including in electronic form).
- 11.9. However, if the EU’s use of these materials, documents or information has the potential to compromise legitimate interests, the Contractor may ask the Lead Procurer to request the EU not to use it.





11.10. The right to use the Contractor's materials, documents and information includes:

- a) Use for its own purposes, making them available to staff working for the EU including for the European Commission, EU executive agencies, other EU institutions, bodies, offices or agencies or for EU Member State institutions or bodies. Copying or reproducing them in whole or in part, in unlimited numbers.
- b) Distribution to the public, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes.
- c) Editing or redrafting for the purposes of communication and publicity including shortening, summarizing, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts or using in a compilation.
- d) Translation.
- e) Giving access in response to individual requests made under Regulation EC No 1049/2001⁴, without the right to reproduce or exploit.
- f) Storage in paper, electronic or other form.
- g) Archiving, in line with applicable rules on document management.
- h) Authorizing third parties to act on its behalf or sub-licensing the modes of use set out in points (b), (c), (d) and (f) to third parties if needed for the purposes of communication and publicity.

If the right of use is subject to rights of a third party (including the Contractor's staff), the Contractor shall ensure that it obtains the necessary approval from the third parties concerned.

ARTICLE 12- Commercial exploitation of results

12.1. The Contractor shall, for at least four (4) years after the end of the Framework Agreement, take measures to ensure that the results of the PCP are exploited commercially (directly or indirectly, through transfer or licensing).

⁴ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32001R1049&from=EN>





- 12.2. The Contractor shall ensure that the commercial exploitation of the results will not infringe any of its other obligations under this Framework Agreement (TD11), such as its obligations regarding security, confidentiality and the protection of intellectual property or its obligations under data protection legislation.
- 12.3. The Lead procurer (on behalf of the members of the Public Buyers Group) shall be entitled to monitor the exploitation of the results by the Contractor during and after the Framework Agreement (TD11). The Contractor shall submit periodical reports, when requested by the Lead procurer (on behalf of the members of the Public Buyers Group), no more frequently than annually on the exploitation of the results, including the rights on the results, by the Contractor, its Licensees or assignees. The Contractor shall respond at any time to requests for information from the Lead procurer (on behalf of the members of the Public Buyers Group) about the exploitation of the results.
- 12.4. If the Contractor fails to commercially exploit the results within this period (or uses the results to the detriment of the public interest, including security interests), the Lead procurer (on behalf of the members of the Public Buyers Group) has the right to require that ownership of the results be transferred to them at no cost. Failure to commercially exploit the results means not marketing a commercial application of the results (directly or indirectly, through a subcontractor or Licensee).
- 12.5. Before exercising the right to require the transfer of the ownership of the results, the Lead procurer (on behalf of the members of the Public Buyers Group) will first contact the contractor to verify any measures that the contractor has taken to achieve successful commercial exploitation of the results, to safeguard EU strategic autonomy and security interests and rules, to prevent use of the results to the detriment of the public interest and to comply with its contractual obligations.
- 12.6. In this case, the Contractor shall be requested to give the source code to the members of the Public Buyers Group with all its documentation at no cost. Equally, the members of the Public Buyers Group will own, including but not limited, any patents, trademarks, trade names, domain names, design rights, copyright, rights in databases, know-how, in each case whether registered or unregistered and including applications for the grant of any such rights, and all rights having equivalent or similar effect anywhere in the world. According to the provisions of this article, the members of the Public Buyers Group may transfer these rights for third parties to assure further product development and market deployment.





- 12.7. Following the transfer of the ownership of the results to the Buyers Group, the Buyers Group may grant Licenses to third parties to use and exploit the results.
- 12.8. In order to safeguard the cross-border delivery of services against potential physical and cyber threats and to protect the exchange of security sensitive information, the Contractor shall ensure the safeguard of EU security interests in the commercial exploitation of the Results. For this reasons, if the Contractor wishes to commercialise its solution outside the EU, it will have to comply with the Regulation (EU) 2021/821 of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items.
- 12.9. The Contractor must ensure that, in the commercial exploitation of the Results, any cooperation with entities established in other countries, or controlled by such countries or entities from such countries, does not affect the EU security or strategic autonomy interests. The Contractor must ensure that these obligations also apply to its subcontractors, affiliated entities and other third parties it cooperates with in the commercialisation of the results, as well as to any entities succeeding them in their ownership or development of the results.
- 12.10. If the contractor uses the results to the detriment of the public interest, including EU strategic autonomy or security interests, the Lead procurer (on behalf of the members of the Public Buyers Group) is entitled to require that the Contractor transfers them the ownership of the results, in order to cease the use of the Results against the public interest and ensure commercial exploitation of the Results by another party in line with the exploitation conditions.

ARTICLE 13- Conflicts of interest

- 13.1. If the contractor uses the results to the detriment of the public interest, including EU strategic autonomy or security interests, the Lead procurer (on behalf of the members of the Public Buyers Group) is entitled to require that the Contractor transfers them the ownership of the results, in order to cease the use of the Results against the public interest and ensure commercial exploitation of the Results by another party in line with the exploitation conditions.
- 13.2. The Contractor shall take all measures necessary to prevent a situation arising where the impartial and objective implementation of the Framework Agreement or a Phase Contract is compromised for reasons involving economic interests, political or national affinity, family, personal life or any other shared interest.





- 13.3. The Contractor shall also take all measures necessary to prevent a situation in which its (previous or ongoing) professional activities affect the impartial and objective implementation of the Framework Agreement or a Phase Contract.
- 13.4. The Contractor shall immediately – and no later than five (5) days - notify the Lead Procurer without delay of any situation constituting or likely to lead to a conflict of interest (including changes of ownership) and shall immediately take all steps necessary to rectify this situation.
- 13.5. The Lead Procurer may instruct the Contractor to take specific measures to remedy the situation.

ARTICLE 14- Cession of contractual position

- 14.1. A third party may replace a Contractor or a member of the Contractor in case of a consortium activity as a result of universal succession in the position of the Contractor following corporate restructuring, including takeover, merger, acquisition or in an Insolvency Event, provided that the third party meets all exclusion, selection, compliance and minimal technical criteria and the succession does not entail a substantial modification.
- 14.2. Contractors that are in a procedure to consider a possible merger with or takeover by an entity from a country (or controlled by a country) that is not an EU Member State or country associated by Horizon 2020, must notify the contracting authority at least three (3) months in advance of the decision to implement the possible merger or takeover and:
- a) Describe in detail the identity, ownership and control structure of the potential new merged entity or the potential new owner(s).
 - b) Include a reasoned assessment of the likely impact of the possible merger/takeover on the access to the results and to the background and sideground that is essential for accessing the results for the members of the PBG and for third parties and the commercialisation exploitation of the results, including the EU security interests and EU strategic autonomy.
- 14.3. The Lead procurer (on behalf of the members of the Public Buyers Group) may request the Contractor for additional information to verify the potential impact, upon which the Contractor must promptly provide the requested information. In case the impact analysis concludes that the merger or takeover negatively impacts the access to or the commercial exploitation of the results, including the EU security interests and EU strategic autonomy objectives, the Lead Procurer (on behalf of the members of the Public Buyers Group) is entitled to require that the





Contractor (both the Contractor before or after the merger or takeover) transfers the ownership of the results to the members of the Public Buyers Group.

- 14.4. The Contractor may on its own initiative without prior authorization from the Lead Procurer (on behalf of the members of the Public Buyers Group), give non-exclusive Licenses to third parties to exploit the results that it owns, to the extent that such Licenses do not affect the rights of the members of the Public Buyers Group related to such results. The Contractor must thus ensure in the licensing agreement that all its obligations under the Framework Agreement (TD11) are passed on to the third party and that the third party has the obligation to pass on these obligations in any potential subsequent licensing.
- 14.5. Due to EU strategic autonomy and security reasons, exclusive licensing and transfers of ownership of the Results are restricted as follows:
- a) The contractor may not transfer ownership of its results or give exclusive licences if the results would become subject to controls or other restrictions by a country (or entity from a country) which is not an EU Member State or country associated to Horizon 2020.
 - b) The contractor must ensure that its obligations under the Framework Agreement (TD11) are passed on to the new owner and Licensee and that this new owner/Licensee has the obligation to pass them on in any subsequent transfer/licensing.
 - c) Contractors that intend exclusive licensing or transfers of ownership of the results to an entity from a country (or controlled by a country) that is not an EU Member State or country associated by Horizon 2020, must request prior authorisation from the Lead procurer (on behalf of the members of the Public Buyers Group).
- 14.6. The intention of such exclusively licensing or transfer must first be notified to the contracting authority at least three (3) months in advance and:
- a) Identify the specific results concerned.
 - b) Describe in detail the intended new owner and the planned or potential exploitation of the Results.
 - c) Include a reasoned assessment of the likely impact of the intended transfer or exclusive License on the access rights to the results and on the background and sideground that is essential for accessing the results as foreseen by the Framework Agreement (TD11) for the members of the Public Buyers Group and for third parties, as well as on the commercialisation exploitation of the results, including the EU security interests and EU strategic autonomy objectives.



14.7. The Lead Procurer (on behalf of the members of the Public Buyers Group) may request the Contractor for additional information to verify the potential impact, upon which the Contractor must promptly provide the requested information. Before granting the authorisation, the Lead Procurer (on behalf of the members of the Public Buyers Group) will verify the potential impact of the intended transfer or exclusive licensing. The Lead Procurer (on behalf of the members of the Public Buyers Group) may condition its authorisation to measures ensuring that the transfer or exclusive licensing will not have unintended or undesirable consequences. Before the Lead Procurer (on behalf of the members of the Public Buyers Group) gives its written authorization, the transfer may not take place and any transfer or exclusive licensing agreement concluded before or without a written authorization will be null and void.

ARTICLE 15- Ethics and research integrity

15.1. The Contractor shall carry out the tasks assigned to it in the Framework Agreement (TD11) and in the Specific Contracts (TD12, 15 and 16) in compliance with ethical principles (including the highest standards of research integrity), and applicable international, European and national law.

15.2. The Contractor shall respect the fundamental principle of research integrity, as set out in the European Code of Conduct for Research Integrity.⁵ This implies compliance with the following essential principles:

- **Reliability** in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources.
- **Honesty** in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way.
- **Respect** for colleagues, research participants, society, ecosystems, cultural heritage and the environment.
- **Accountability** for the research from idea to publication, for its management and organization, for training, supervision and mentoring, and for its wider impacts.

⁵ The European Code of Conduct for Research Integrity of ALLEA of 2017. <https://www.allea.org/wp-content/uploads/2017/05/ALLEA-European-Code-of-Conduct-for-Research-Integrity-2017.pdf>





- 15.3. Beneficiaries must ensure that persons carrying out research tasks follow the good research practices and refrain from the research integrity violations described in the mentioned Code.
- 15.4. Before starting any activity that raises an ethical issue, the Contractor shall submit to the Lead Procurer a copy of:
- Any ethics committee opinion required under national law and;
 - Any notification or authorization for activities raising ethical issues required under national law.

ARTICLE 16- Security related obligations

- 16.1. Activities involving dual-use goods or dangerous materials and substances shall comply with applicable European, national and international law.
- 16.2. Before starting the activity, the Contractor shall provide the lead procurer with a copy of any export or transfer licences required.
- 16.3. EU Restricted Information will be treated with due diligence and according to the provisions of the NDA (TD2) and the EURI template (TD3) signed by the Contractor, members of the Consortium, subcontractors and/or Third Parties.
- 16.4. Tasks involving classified information may not be subcontracted without prior written approval from the Lead Procurer.
- 16.5. The Contractor shall inform the Lead Procurer of any changes relating to security and, if necessary, request an amendment. At the Lead procurer's request, the Contractors shall provide a security assessment (code quality).
- 16.6. All information that may be used to threaten or harm any member of the Public Buyers Group or the proper management of their activities, as well as to cause acts of vandalism or terrorism may only be disclosed or disseminated if the Contractor has first obtained written approval from the Lead Procurer and all the members of the PBG.
- 16.7. Tasks involving classified information in the scope of public security on specific crisis management processes linked with the PREVENT





Common Challenge must be subject to special privacy measures in accordance with the Article 10.

- 16.8. The Contractor shall carry out a compliance self-check to guarantee the level of security at the start of the PCP procedure and will have to maintain this level of security throughout the whole project. To ensure these levels of security, the Contractor will provide and present, a safety indicator scorecard formalising the results of these self-checks on a quarterly basis.
- 16.9. The Contractor will allow the members of the Public Buyers Group to perform security checks, such as "vulnerability scans" or "penetration tests".
- 16.10. The Contractors will ensure and demonstrate that the tools and services provided comply with the rules of secure development, including the top 10 OWASP vulnerabilities, and will allow the members of the Public Buyers Group to audit the terms of these security requirements in order to verify compliance. Moreover, the Contractor shall carry out developments in accordance with the PREVENT PCP best practice guides for secure IT developments. Upon delivery of the solution, the Contractor will ensure that the level of security achieved complies with these requirements.
- 16.11. In the event of deviations from the security requirements, or in the event of a breach of security following an audit or inspection, the Contractor will present a remediation plan no later than fifteen (15) days after delivery of the report indicating the deviation or the breach in security.
- 16.12. The Contractors will remedy such deviations or failures by implementing the remediation plan within a period of time mutually agreed upon by both parties. Additionally, the Contractors shall assist the members of the Public Buyers group to:
- Investigate and analyse the cause or origin of the incident, and how it occurred.
 - Evaluate the extent of any damage.
 - Recommend security measures/methods.

The Contractors shall install, on the equipment that supports the software delivered (workstations and servers in particular), protection systems against malicious codes and to update them regularly and not to deactivate them, even for incident resolution purposes.





- 16.13. The contractors shall keep up to date all the software and technical components which contribute to the delivery of the solution.
- 16.14. The Contractor shall ensure that all Software, firmware and Hardware provided or installed is be free of virus and other malicious codes. Notwithstanding the provisions of Article 22, the Contractor will be responsible and liable for any failure in this regard and will have to replace/substitute/recover the lost data and remove virus and/or other malicious codes from the System.
- 16.15. The Contractor will carry out and formalise (at least) weekly monitoring of the state/updates of their workstation and server protection systems against malicious programs (e.g., version, antivirus signatures).
- 16.16. The Contractor will carry out and formalise monthly monitoring of the status of software and technical components security patches.
- 16.17. The Contractor's premises will be equipped with individual access control devices. Any attempts to access these premises must be recorded and kept for a minimum of two (2) months. The Contractors shall restrict physical access to strictly operational requirements and formalize a procedure for managing physical access. This procedure must specify at least the methods for managing access requests and deletions and include a quarterly review.
- 16.18. The Contractors premises hosting its technical resources must be equipped with intrusion detection devices connected 24 hours a day to a centralized monitoring system. Upon request of the Lead Procurer, the Contractor will make available records of events, alarms, processing and termination actions.

ARTICLE 17- Processing of personal data

- 17.1. The Lead Procurer, the members of the PBG and the Contractor shall process personal data in compliance with the applicable EU and national law (Greece L.4624/2019) on data protection (including the information related to authorizations and notification requirements).
- 17.2. The Contractor may grant its staff access to data only in so far as is strictly necessary for implementing, managing and monitoring the Framework Agreement and Specific Phase Contracts.
- 17.3. The Contractor must inform the staff whose personal data are collected and processed by the Lead Procurer, the Public Buyers Group and/or the EU. For this purpose, the Contractor must provide them with the privacy statements of the Lead Procurer, the Public Buyers Group and the EU,





before transmitting their data. If explicit prior consent from the subjects of the data is needed, the Contractor must obtain such consent.

17.4. The localisation of and access to the personal data processed by the contractor shall comply with the following:

- a) The personal data shall only be processed within the territory of the European Union and the European Economic Area and will not leave that territory.
- b) The data shall only be held in data centres located with the territory of the European Union and the European Economic Area.
- c) No access shall be given to such data outside of the European Union and the European Economic Area.
- d) The contractor may not change the location of data processing without the prior written authorisation of the contracting authority.
- e) Any transfer of personal data under this Framework Agreement to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU)2018/17252.

17.5. The Contractor shall implement the technical and organizational means to ensure the security of the of the Prevent PCP data, the information of the Members of the Consortium and the information used during the implementation of the Contract, as well as to ensure that the data is not accessible or visible by other customers of the Contractor, and to the Contractor's employees who do not have a need to know. The Contractor will also put in place mechanisms to reduce the impact of equipment theft.

17.6. The Contractor shall:

- a) Set up a data backup system.
- b) Carry out a monthly follow-up of the execution of these backups.
- c) Protect the backups with the same level of security as those applied to data.
- d) Maintain the same level of partitioning of the back up data with respect to other data hosted by the Contractor.
- e) Perform periodic tests (at least every six months) to restore backups and communicate the results of these tests when required.
- f) Implement backup protection devices against alteration (physical or logical).

17.7. The Contractor agree not to move the Consortium partners data to any other environment, without prior formal authorization from the Lead Procurer.





ARTICLE 18- Obligation to provide information and keep records

- 18.1. The Contractor must, at any time during the implementation of the Framework Agreement (TD11) and Specific Phase Contracts (TD12, 15 and 16) and for four (4) years after, provide any information requested by the Lead Procurer or the members of the Buyers Group in relation to the Framework Agreement (TD11) and Specific Phase Contracts (TD12, 15 and 16) concerning the commercialisation of the Results.
- 18.2. The Contractor shall keep and maintain, up until four (4) years after this Agreement has been completed, full and accurate records of the Project including:
- a) All aspects of the Project.
 - b) All payments made by the Lead Procurer in accordance with Article 7. The Contractor shall on simple request allow the Lead Procurer or the Lead Procurer's representatives the access to those records as may be required in connection with this Framework Agreement.
- 18.3. The Contractor must keep the original documents. Digital and digitalized documents are considered originals if they are authorized under national law. Should there be ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims (including against the Lead Procurer or the members of the PBG, the Contractor must keep the records and other supporting documentation relating to the implementation of the Framework Agreement (TD11) and Specific Phase Contracts (TD12, 15 and 16) until the end of these procedures.
- 18.4. The Contractor shall provide all reasonable assistance at all times during the term of this Framework Agreement and during a period of ten years after its termination or expiry for any reason whatsoever, for the purposes of allowing the Lead Procurer to obtain such information as is necessary to fulfil the its obligations to supply information for national or supra- national parliamentary, governmental, judicial or other administrative purposes and/or to carry out an audit of the Contractor's compliance with this Framework Agreement including all activities, performance, security and integrity in connection therewith.

ARTICLE 19- EU checks, reviews, audits and investigations

Should the EU (including as represented by the European Court of Auditors or the European Anti-Fraud Office (OLAF)) decide to carry out a check, review, audit or investigation, the Contractor must make available all information, records and other supporting documents relating to the implementation of the Framework Agreement and Phase Contracts.





Should there be an on-the-spot visit, the Contractor must allow access to its premises and must ensure that the information requested is readily available.

ARTICLE 20- Eu impact evaluation

Should the EU carry out an impact evaluation (of its grant to the Lead Procurer, the members of the PBG and/or the members of the Prevent PCP Consortium), the Contractor must make available all information, records and other supporting documents relating to the implementation of the Framework Agreement (TD11) and Specific Phase Contracts (TD12, 15 and 16).

ARTICLE 21- Monitoring and reporting

- 21.1. During each PCP Phase, the implementation by the Contractor of the R&D Services will be monitored periodically and reviewed against the expected outcomes (deliverables and output or Results) for that Phase.
- 21.2. To this end, the Contractor will be assigned a main contact person (their supervisor) from the TMC appointed by the Lead Procurer (on behalf of the PBG). There will be regular monitoring meetings between the Contractor and the Technical Management Committee.
- 21.3. For the purpose of such monitoring activities, the Lead Procurer (on behalf of the Public Buyers Group) is entitled to carry out physical visits to the Contractor's premises at any time during the implementation of the PCP . The meetings will take place after formal communication. The Contractor could be asked to discuss the Results achieved in the preceding period and present their updated work plan
- 21.4. The Lead Procurer (on behalf of the Buyers Group) may request to witness (or request that a designated party witnesses) any tests or measurements to be performed by the Contractor or his subcontractor(s). The Contractor shall give the Lead Procurer a prior notice (with sufficient time and in any case no less than 10 days) in writing of the date(s) and place(s) of such tests and measurements. Failure to notify with sufficient time will allow the Lead Procurer to demand that such tests and measurements be repeated at the expense of the Contractor, who shall be liable for any delay resulting thereof.
- 21.5. The PEC will provide regular feedback in writing to Contractors after meetings or visits.





End of Phase reporting

- 21.5. The Contractor shall submit to the Lead Procurer an End of Phase (1, 2, 3) report (TD13) at the end of each relevant Phase (Phase 1: Solution design, Phase 2: Prototype Development and Phase 3: Operational Validation), on the Completion Date.
- 21.6. The Contractor shall draft the End of Phase (1, 2, 3) report using TD13 and shall take into account any and all recommendations provided by the Lead Procurer. The End of Phase (1, 2, 3) report shall include the data, methods, results and final conclusions together with the information management and any other information relating to the specific project Phase it concerns up to the Completion Date thereof. Ownership of necessary reports of all phases will be transferred to the Lead Procurer.
- 21.7. The Evaluation of each End of Phase Report shall be carried out at the Lead Procurer premises or at any other place indicated thereby by the PEC.
- 21.8. The evaluation of the End of Phase (1, 2, 3) report will be made within the timeline as provided in the Call for Tender (TD1).
- 21.9. The evaluation will assess whether the Contractor has achieved the objectives mentioned in the in the Financial offer form (TD5) and the Technical offer form (TD4), in accordance with the Call for Tender (TD1) and each Phase objectives.
- 21.10. The evaluation will be documented in a specific report, indicating the date and the results of the same and will be signed by all the members of the PEC.

Succession of Phase 1, Phase 2 and Phase 3 of the Project

- 21.11. By signing the Framework Agreement, the Lead Procurer (on behalf of the members of the Public Buyers Group) and the Contractor accept the general conditions set by this Framework Agreement and the Phase Contract for Phase 1.
- 21.12. In case the Contractor gets awarded contracts for Phase 2 and Phase 3, these have to be signed by Lead Procurer (on behalf of the members of the Public Buyers Group) and the Contractor. The Contractor has the obligation





of performing the Services within the scope of the respective Phases of the Project.

Assessment of Phase 1 and award of Phase 2

- 21.13. On the Completion Date of Phase 1, the Contractor shall submit to the Lead Procurer the End of Phase 1 report (TD13) together with the deliverables belonging to Phase 1, which shall be reviewed and assessed by the TMC.
- 21.14. The outcome of the evaluation shall result in the decision of the PEC regarding the unsatisfactory, satisfactory or successful completion of Phase 1 (as defined in the Call for Tenders). This decision will be issued according to the timeline of the Call for Tenders (TD1). In case a longer evaluation process is needed, the Contractor(s) will be duly informed of the new timeline for the evaluation outcome.
- 21.15. The following rules shall apply:
- a) In case the Contractor has not satisfactorily completed Phase 1:
 - i. the Contractor shall reimburse the received pre-payment to the Lead Procurer,
 - ii. the Contractor will not receive further payment for the work carried out in Phase 1,
 - iii. the Contractor will not be invited to submit an offer for Phase 2, and
 - iv. this Framework Agreement and Phase 1 Contract shall terminate.
 - b) In case the Contractor has satisfactorily, but not successfully completed Phase 1:
 - i. The Contractor shall not reimburse the received pre-payment to the Lead Procurer,
 - ii. the Contractor will be entitled to the payment for the work carried out in Phase 1,
 - iii. the Contractor will not be invited to submit an offer for Phase 2, and
 - iv. this Framework Agreement and Phase 1 Contract shall terminate.
 - c) In case the Contractor has successfully completed Phase 1:
 - i. The Contractor shall not reimburse the received pre-payment to the Lead Procurer;
 - ii. the Contractor will be entitled to the payment for the work carried out in Phase 1 and
 - iii. the Contractor will be invited to submit an offer for Phase 2.





21.16. The Contractor that has successfully completed Phase 1 will be invited to submit an offer for Phase 2. The Lead Procurer will communicate the award decision after the deadline for submitting the offers. This will take place according to the planning provided in the Call for Tender (TD1). Any changes in the timeline above will be duly communicated to the Contractors.

21.17. If the Contractor is selected for Phase 2, this Framework Agreement shall continue in force for the duration of the following Phases. The Contractor shall thereupon sign a Contract relevant to that phase. Alternatively, if the Contractor is not selected for Phase 2, this Framework Agreement shall, without prejudice to any surviving clauses, cease to have any effect upon the date announced by the Lead Procurer for final award of Phase 2.

Assessment of Phase 2 and award of Phase 3

21.18. On the Completion Date of Phase 2, the Contractor shall submit to the Lead Procurer the End of Phase 2 report (TD13) together with the deliverables belonging to Phase 2, which shall be reviewed and assessed by the TMC. This assessment shall be performed according to the planning provided in the Call for Tenders (TD1).

21.19. The outcome of the evaluation shall result in the decision of the PEC regarding the unsatisfactory, satisfactory or successful completion of Phase 2 (as defined in the Call for Tenders). This decision will be issued according to the planning provided in the Call for Tenders (TD1). In case a longer evaluation process, the Contractors will be duly informed of the new timeline for the evaluation outcome.

21.20. The following rules shall apply:

- a) In case the Contractor has not satisfactorily completed Phase 2:
 - i. the Contractor shall reimburse the received pre-payment to the Lead Procurer,
 - ii. the Contractor will not receive further payment for the work carried out in Phase 2,
 - iii. the Contractor will not be invited to submit an offer for Phase 3, and
 - iv. this Framework Agreement and Phase 2 Contract shall terminate.
- b) In case the Contractor has satisfactorily, but not successfully completed Phase 2:
 - i. The Contractor shall not reimburse the received pre-payment to the Lead Procurer,





- ii. the Contractor will be entitled to the payment for the work carried out in Phase 2,
 - iii. the Contractor will not be invited to submit an offer for Phase 3, and
 - iv. this Framework Agreement and Phase 2 Contract shall terminate.
- c) In case the Contractor has successfully completed Phase 2:
- i. The Contractor shall not reimburse the received pre-payment to the Lead Procurer,
 - ii. the Contractor will be entitled to the payment for the work carried out in Phase 2, and
 - iii. the Contractor will be invited to submit an offer for Phase 3.
- 21.21. The Contractor that has successfully completed Phase 2 will be invited to submit an offer for Phase 3. The Lead Procurer will communicate the award decision after the deadline for submitting the offers. This will take place according to the planning provided in the Call for Tender (TD1). Any changes in the timeline above will be duly communicated to the Contractors.
- 21.22. If the Contractor is selected for Phase 3, this Framework Agreement shall continue in force for the duration of the following Phases. The Contractor shall thereupon sign a Contract relevant to that phase. Alternatively, if the Contractor is not selected for Phase 3, this Framework Agreement shall, without prejudice to any surviving clauses, cease to have any effect upon the date announced by the Lead Procurer for final award of Phase 3.

Assessment of Phase 3

- 21.23. On the Completion Date of Phase 3, the Contractor shall submit to the Lead Procurer the End of Phase 2 report (TD13) together with the deliverables belonging to Phase 3, which shall be reviewed and assessed by the TMC. This assessment shall be performed according to the planning provided in the Call for Tenders (TD1).
- 21.24. The outcome of the evaluation shall result in the decision of the PEC regarding the unsatisfactory, satisfactory or successful completion of Phase 3 (as defined in the Call for Tenders). This decision will be issued according to the planning provided in the Call for Tender (TD1). In case a longer evaluation process, the Contractors will be duly informed of the new timeline for the evaluation outcome.
- 21.25. The following rules shall apply:





- a) In case the Contractor has not satisfactorily completed Phase 3:
 - i. the Contractor shall reimburse the received pre-payment to the Lead Procurer,
 - ii. the Contractor will not receive further payment for the work carried out in Phase 3,
 - iii. this Framework Agreement and Phase 3 Contract shall terminate.

 - b) In case the Contractor has satisfactorily, but not successfully completed Phase 3:
 - i. The Contractor shall not reimburse the received pre-payment to the Lead Procurer,
 - ii. the Contractor will be entitled to the payment for the work carried out in Phase 3,
 - iii. this Framework Agreement and Phase 3 Contract shall terminate.

 - c) In case the Contractor has successfully completed Phase 3:
 - i. The Contractor shall not reimburse the received pre-payment to the Lead Procurer;
 - ii. the Contractor will be entitled to the payment for the work carried out in Phase 3.
- 21.26. Successful completion of Phase 1 is a prerequisite to receiving an invitation for Phase 2. Successful completion of Phase 2 is a prerequisite to receiving an invitation for Phase 3.
- 21.27. Any award for Phases 2 and 3 will be communicated in writing by the Lead Procurer to the Contractor.
- 21.28. Any reference in this Framework Agreement to the project refers also to any of the Phases awarded to the Contractor.
- 21.29. The members of the Buyers Group cannot make use of any of the Deliverables of the Contractor in the event the Contractor needs to reimburse the payment for the work carried out under a PCP Phase.
- 21.30. The Lead Procurer (on behalf of the Public Buyers Group) reserves the right not to award contracts for Phases for which it has not received any suitable or acceptable offer in relation to the project, as well as to stop, cancel, revoke, re-issue the PCP or not to award any Phase Contract for objective reasons. The Lead Procurer (on behalf of the Public Buyers Group) assumes no obligation whatsoever to compensate or indemnify the Contractors for any expense or loss that may occur in the preparation of their tenders.





ARTICLE 22- Liability

- 22.1. The Contractor undertakes to fulfil all the obligations arising out of this Framework Agreement (TD11), with the best possible diligence required by the nature of the services.
- 22.2. The Contractor assumes liability for any and all damages caused – not covered by its professional insurance/liability policy – to anyone who is caused, in relation to the performance of the contractual services, relieving the Lead Procurer (and the members of the Public Buyers Group) and of any liability.
- 22.3. The Contractor shall be responsible and liable for any damage caused by it, or its employees, agents and/or sub-contractors, directly to the members of the Public Buyers Group or any third parties (including cost of restoration, penalties, loss of profits, costs and expenses, also legal expenses) which the Lead Procurer (on behalf of the members of the Public Buyers Group) is required to compensate, because of the Contractor's delay or failure to comply with its obligations. The liability of the Contractor under this Framework Agreement (TD2) is limited to a period of four (4) years after the termination of the Framework Agreement or the termination of the performance of the services whichever is later.
- 22.4. The Contractor shall also be responsible and liable for any damages or injuries suffered by his/her property or by people who cooperate with him/her or are employed by him/her, and agrees to indemnify the members of the Buyers Group, even in court.
- 22.5. The Contractor hereby agrees to provide, within ten (10) days as of the signing of this Framework Agreement, evidence of the conclusion of a professional insurance/liability policy concluded with a primary insurance company and undertakes to keep such policy insurance in force for the entire duration of this Framework Agreement and the Specific Phase Contracts to cover all direct or indirect material damage to persons or property. For the avoidance of any doubt, the limit for each event, corresponding at least to what the law provides for at least in the field of liability and insurance, cannot be considered, under any circumstances, as a limit to compensation for damage.
- 22.6. To further clarify, the Contractor shall indemnify and hold harmless the Lead Procurer and the members of the Public Buyers Group, their





employees, officers, directors and agents fully against any and all liabilities, claims, actions, suits or proceedings whatsoever in respect of:

- a) any damage to property, including any infringement of third party IPRs;
- b) any injury to persons, including injury resulting in death;
- c) resulting from or in the course of, or in connection with the performance of the services, except in so far as such damages or injury shall be due to any act or negligence of the Procurer.

22.7. The Contractor shall promptly notify the Lead Procurer in writing of any such liabilities, claims, actions, suits or proceedings, and in particular of any action brought against the Contractor for infringement or alleged infringement of Intellectual Property Rights which might affect the project, within thirty (30) days after receipt of notice of any complaint, claim or injury opening an indemnification right.

22.8. In no event shall the Lead Procurer (and the members of the Buyers Group) be liable to the Contractor for punitive damages, indirect or consequential loss or damage suffered by Contractor.

22.9. The Contractor must compensate the members of the PBG if they are held liable by the EU for damage sustained as a result of the implementation of the Framework Agreement or a Specific Phase Contract (or because it was not implemented properly).

22.10. The EU cannot be held liable for any damage caused to the contractor or caused by the contractor in connection with the implementation of the Framework Agreement or a Phase Contract.

ARTICLE 23- Breach of contract

23.1. The following articles constituting an non-exhaustive list of clauses that lead to breach of contract.

23.2. The Contractor shall ensure timely submission of deliverables. If the Contractor fails to deliver the Results or other deliverables as described in the Call for Tenders (TD1) - including, but not limited to, End of Phase Reports - and to comply with this Framework Agreement (TD11) and the Specific Phase Contract (TD12, 15 and 16) the Lead Procurer shall give the Contractor the opportunity to remedy it within an appropriate period (no longer than ten (10) days), unless the delay is not attributable to the Contractor. If the Lead Procurer is still not satisfied after that period, it may (at its discretion):





- a) Withhold payments until satisfactory delivery.
- b) Cancel payments.
- c) Have all sums previously paid by the Lead Procurer to the Contractor for and under the Phase which is then running (not being previous Phases), refunded by the Contractor.
- d) Hold the Contractor accountable for additional costs, which the members of the PBG reasonably incurred.
- e) Refuse to accept any subsequent performance of the project which the Contractor attempts to make.
- f) Exclude the Contractor from the any subsequent phases on the basis that the Contractor has not successfully completed the present Phase.
- g) Terminate the Framework Agreement, in whole or in part, and/or any Phase Contract without liability to the Contractor.

23.3. Acceptance by the Lead Procurer of any deliverable or Result shall not limit the Contractor's liability, if those deliverables or Results are later discovered to be non-compliant with the requirements of the Framework Agreement, nor for any loss or damage which may arise as a result.

ARTICLE 24- Causes and consequences of termination

24.1. The Lead Procurer (on behalf of the members of the Public Buyers Group) may terminate this Framework Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination (except otherwise provided in specific clauses hereunder) in the following cases:

- a) any approvals or Licenses required under this Framework Agreement or to enable the services to be carried out lawfully are not given unconditionally within one (1) month of the commencement of the Project; or lapse, terminate or otherwise cease to have effect during the term of this Agreement and the Contractor does not seek to have the necessary permits within two (2) weeks;
- b) an appeal under the bankruptcy law or any other law applicable to insolvency proceedings has been filed against the Contractor, proposing the dissolution, liquidation, amicable composition, the debt restructuring or a settlement with creditors, or if a liquidator, a trustee, a guardian or a person having similar functions, which come into possession of the goods or is responsible for managing the business the Contractor is appointed;
- c) any of the members of the governing body or the managing director or the general manager or the technical manager of the Contractor are subject to a judgment which has the force of *res judicata* for crimes





- against the public administration, public policy, public faith or public property;
- d) the Contractor has informed the Lead Procurer that they are not willing or not able for whatever reason to continue the Project;
 - e) the Contractor is in breach of an obligation under this Framework Agreement, if:
 - i. the breach can be remedied and the Contractor has failed to remedy the breach within thirty (30) days of written notice being sent to the Contractor specifying the breach and requiring its remedy; or
 - ii. the breach cannot be remedied (but does not constitute a serious or repeated breach or grave professional misconduct by the Contractor);
 - f) the Contractor, or any sub-contractor on whose resources he has relied in the procurement that has preceded this Framework Agreement, becomes subject to any exclusion criteria listed in the Call for Tenders (TD1);
 - g) failure by the Contractor to comply with the contractual obligations (including those related to the Specific Phase Contracts) in accordance with the law in force and the conditions, procedures, terms and requirements contained in this Framework Agreement, its Annexes and in the Phase Contracts, including, but not limited to:
 - i. Breach of any of its confidentiality obligations.
 - ii. A situation of Conflict of Interest according to Article 13 arises during the implementation of the contract, including subcontractors.
 - iii. Breach of any of its data protection obligations.
 - iv. Failure to submit a deliverable or to meet any expected outcome/result within ten (10) days of the date by which it was meant to be achieved, or repeatedly fails over a period of three consecutive months to submit a deliverable or to meet any expected outcome/result by the date(s) on which they were meant to be achieved.
 - h) the Services are not in compliance with requirements on R&D services as defined in the most recent version of the Frascati Manual and, where applicable, its latest annexes⁶ or in case of non-compliance with any other requirement mentioned in the Call for Tender (TD1) and declared in the signed declaration that is part of the tender;
 - i) the necessary Data Protection Impact Assessment (DPIA) for biometric and non-biometric data for each of the pilots (12 DPIA in total) are not in place or approved. Lack of some of the necessary DPIA may also lead to partial termination of the Framework Agreement and the relative Phase Contract.

⁶ OECD (2015), Frascati Manual 2015: Guidelines for Collecting and Reporting Data on Research and Experimental Development, The Measurement of Scientific, Technological and Innovation Activities, OECD Publishing, Paris, <https://doi.org/10.1787/9789264239012-en>





- j) any provision of this Framework Agreement (other than as previously specified in the preceding provisions of this Article 25) expressly entitles the Lead Procurer (on behalf of the Public Buyers Group) to terminate this Framework Agreement.
- 24.2. In the event of serious or repeated breach of the agreement or grave professional misconduct by the Contractor, leading the Lead Procurer (on behalf of the members of the Public Buyers Group) to conclude that the Contractor is unsuitable to comply with its obligations hereunder, the Lead Procurer reserves the right to terminate this Framework Agreement (TD11) at the Contractor's expense, subject only to a notice of termination by certified e-mail or registered letter with acknowledgement of receipt, without prejudice to the right to claim further damages.
- 24.3. In the event of termination of the Framework Agreement for serious or repeated breach or grave professional misconduct by the Contractor, the Lead Procurer (on behalf of the members of the Public Buyers Group) shall be entitled to apply a penalty in the amount of maximum 10% of the price for the PCP set out in the Specific Phase Contract, and/or claim for compensation of damages.
- 24.4. Termination of this Framework Agreement by the Lead Procurer (on behalf of the Public Buyers Group) shall (at the option of the Lead Procurer) take place with immediate effect as from the date of service of the notice of that termination or from the expiry of a period specified in that notice. If this occurs, the Lead Procurer shall not be obliged to make any further financial payment to the Contractor.
- 24.5. The Lead Procurer (on behalf of the Buyers Group) is and remains unconditionally entitled to terminate this Framework Agreement and any Phase Contract hereunder without cause, by giving a three month notice in writing. The Lead Procurer shall in that case only be obliged to pay to the Contractor for the reasonable costs for the remaining obligations of the Contractor for that Phase that can objectively not be undone.
- 24.6. The Lead Procurer (on behalf of the Public Buyers Group) may, by giving due notice in writing, terminate this Framework Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination if there is a change of control in the Contractor which the Lead Procurer can reasonably demonstrate is prejudicial. The Lead Procurer shall only be permitted to exercise its rights pursuant to this clause for 6 (six) months after any such change of control and shall not be





permitted to exercise such rights where the Lead Procurer has agreed in advance in writing to the particular change of control and such change of control takes place as proposed. The Contractor shall notify the Lead Procurer within two (2) weeks of any change of control taking place, unless the new controlling entity originates from a country (or is controlled by a country) that is not an the EEA and H2020 associated, in which case the provisions of Article 13 will apply. The Lead Procurer shall not unreasonably withhold its approval and provide Contractor with a decision within two (2) weeks after receiving such a notification.

24.7. The assignments and/or Licenses granted under the Framework Agreement by the Contractor to the Lead Procurer, any member of the Public Buyers Group or any other Third Party shall continue notwithstanding any expiry or termination of this agreement.

24.8. Termination or expiry of this agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.

24.9. Within thirty (30) days of the date of termination or expiry of this Framework Agreement, the Contractor shall return or destroy at the request of the Lead Procurer any personal data received from or on behalf of the Lead Procurer and/or the members of the PBG, or Confidential Information belonging to the Lead Procurer and/or the members of the PBG, either in its current format or in a format nominated by the Lead Procurer

24.10. Unless expressly stated to the contrary, the service of a notice to terminate this Framework Agreement shall operate as a notice to terminate any Specific Phase Contract in force.

ARTICLE 25- Force Majeure

25.1. In accordance with this Framework Agreement, neither Party may be held responsible by the other Party for circumstances beyond the Party's control and which the Party, on signing the Framework Agreement or the specific order, could not have taken into consideration or avoided or overcome. Circumstances that a diligent Contractor could have prevented by taking the customary and reasonable precautions are not considered force majeure, including those relating to internal strikes and illness, and/or any default of a service, defect in equipment or material or delays, unless they stem directly from a relevant case of force majeure.





- 25.2. Force majeure may only be asserted for the number of working days that the force majeure situation persists.
- 25.3. Insofar as a deadline for the Contractor is deferred because of force majeure, the payments relating to this deadline will be deferred correspondingly.
- 25.4. Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects. Force majeure may only be cited if the affected Party has given written notification thereof to the other Party no later than ten (10) working days after the commencement of the force majeure.
- 25.5. The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible. The party prevented by force majeure from fulfilling its obligations under the Framework Agreement cannot be considered in breach of them
- 25.6. The Party not affected by force majeure is entitled to cancel orders if the agreed delivery time is exceeded by thirty (30) working days as a consequence of force majeure.
- 25.7. The Parties may terminate this Framework Agreement in writing without notice if the impediment or delay as a consequence of the force majeure situation will last or lasts longer than six (6) months.

ARTICLE 26- Amendments

- 26.1. If at any time any provision of this Framework Agreement needs to be amended, the Contractor shall immediately inform the Lead Procurer in writing requesting an amendment, giving full details of the justification for the request and giving proposals for the amendment to this Framework Agreement at no additional cost to the Lead Procurer. Upon receipt of such a request, the Lead Procurer may:
- a) agree to modify the Framework Agreement provided such variation is non-discriminatory and does not lead to a substantial change of the Framework Agreement, the scope of services or the scope of the Results as allowed following the case law of the European Court of Justice;





- b) amend the Project in a manner which the Contractor agrees can be carried out within the duration of the project and the price allocated to the relevant phases; or
- c) refuse the request and require the continuation of the Project in accordance with the Framework Agreement.

26.2. Any amendment to this Framework Agreement shall be made after agreement between the Parties.

26.3. Any amendment to this Framework Agreement shall be set out in writing, in an addendum to it and signed by both parties.

26.4. No amendment shall have the purpose or the effect of making material changes to the Framework Agreement and Specific Phase Contracts, which might call into question the decision awarding the contracts or result in unequal treatment of tenderers. If it is not possible to continue with the Project in accordance with the Framework Agreement, the agreement and specific Phase Contracts shall be terminated.

ARTICLE 27- Interpretation of the Framework Agreement

27.1. The Framework Agreement constitutes the entire Agreement between the parties relating to its subject matter. Each Party acknowledges that it has not entered into this Framework Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Framework Agreement. Each party waives any claim for breach of this Framework Agreement, or any right to rescind this Framework Agreement in respect of, any representation, which is not an express provision of this Framework Agreement. However, this article does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Framework Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Framework Agreement.

27.2. In case of discrepancy between the Framework Agreement and the PCP Call for Tenders document, the documents shall prevail in the following descending order:

- a) Specific Phase Contract
- b) Framework Agreement
- c) PCP Call for Tenders
- d) Other Tender Documents





- 27.3. The terms and conditions set out in the Call for Tenders have precedent over the Contractor's tender.
- 27.4. A reference to any act, law, statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the act, law, statute, enactment, order, regulation or instrument as subsequently amended or re-enacted (regardless of whether or not expressly so stipulated).
- 27.5. The headings in this Framework Agreement are for ease of reference only and shall not affect its interpretation or construction.
- 27.6. Where the context allows, references to any gender include the other gender and the neuter, and the singular includes the plural and vice versa.

ARTICLE 28- Applicable law and dispute settlement

- 28.1. This Framework Agreement and the Specific Phase Contracts are governed by the Greek law, and no effect shall be given to any other choice-of-law or conflicts-of-laws rules or provisions.
- 28.2. Any disputes between the parties, arising with reference to the interpretation, performance, validity, effectiveness and termination of this Framework Agreement and the Specific Phase Contracts, shall be first topic of amicable settlement by Parties. Consequently, any dispute between the Parties arising out of or in connection with this Framework Agreement (TD11) shall be firstly addressed by the Contractor's Representative and the Lead Procurer's Representative. The Parties agree to work together in good faith to reach a settlement.
- 28.3. If that is not possible, the dispute shall be the exclusive competence of the competent court of Athens. By submitting a tender, the tenderer accepts the exclusive jurisdiction of the Greek Courts in Athens.
- 28.4. The PCP regulated under this Framework Agreement (TD11) is outside the scope of the World Trade Organization General Procurement Agreement (WTO GPA), the European Public procurement Directives and consequently of the Greek Public procurement legislation (Law 4412/2016 on "Publics works, supplies and services contracts as modified).





28.5. Decisions taken about the selection of Tenders, awarding them Phases 1, 2 or 3 Contracts or excluding them from the PREVENT PCP Procedure should be challenged by means of an administrative remedy before the competent Greek Courts.

ARTICLE 29- Entry into force

This Framework Agreement shall enter into force on the date it is signed by the Lead Procurer (on behalf of the Public Buyers Group) and the authorized representative of the Contractor.

SIGNATURES

Both parties will sign the Agreement using an electronic signature certificate

Signed by the duly authorized signatory of the Contracting Authority:

Signed by the duly authorized signatory of the Contractor:

Date:

Date:

Signature:

Signature:

Full Name:

Full Name:

Position held:

Position held:





This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 101020374