



CO-CREATION AGREEMENT (TEMPLATE)

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CONTRACTING PARTIES

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

F6S NETWORK IRELAND LIMITED, hereinafter referred to as F6S, with legal address at 77 Lower Camden Street, Dublin D02 XE80, Ireland, VAT number IE3629141FH, represented for the purposes of signing the Agreement by Nuno Varandas, Head of F6S Innovation Services, acting as Coordinator of the InnoBuyer Consortium.

Hereinafter referred as the "Coordinator",

[ORGANISATION_NAME], a private organisation organised under the laws of [COUNTRY], established in [LEGAL_ADDRESS], VAT number [VAT_NUMBER], represented for the purposes of signing the Agreement by [NAME_OF_LEGAL_REPRESENTATIVE], [LEGAL_REPRESENTATIVE_POSITION],

Hereinafter referred as the "Solver",

[ORGANISATION_NAME], a public organisation organised under the laws of [COUNTRY], established in [LEGAL_ADDRESS], VAT number [VAT_NUMBER], represented for the purposes of signing the Agreement by [NAME_OF_LEGAL_REPRESENTATIVE], [LEGAL_REPRESENTATIVE_POSITION],

Hereinafter referred as the "Challenger".

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

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

GENERAL PROVISIONS

The European Innovation Council and SMEs Executive Agency (EISMEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'), (hereinafter referred as the "EC") and the Coordinator, as a member of the InnoBuyer consortium, have signed the Grant Agreement no. 101071212 for the implementation of the INNOBUYER project - LEARNING, SHARING AND CO-DESIGN IN INNOVATION PROCUREMENT BETWEEN INNOVATION SUPPLIERS AND BUYERS" - within the framework of the Horizon Europe Programme.

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

The objective of InnoBuyer is to bring together big public and private organisations (Challengers) and innovative SMEs (Solvers) to jointly co-create innovative solutions, through a lean new model of innovation procurement.

The Challenger and Solver have been selected for funding under the InnoBuyer programme based on the positive evaluation of evaluators.

This Contract aims at defining the framework of rights and obligations of the Contracting Parties with respect to the Challenger and Solver’s participation in the InnoBuyer programme.

The Funding received by the Challenger and Solver is property of the EC. The Coordinator is the mere holder and manager of the funds.

1 ARTICLE 1 - ENTRY INTO FORCE & TERMINATION OF THE CONTRACT

1.1 ENTRY INTO FORCE

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

- o Signed Declaration of Honour (as provided in Annex 2)
- o Bank Account information form (as provided in Annex 3)
- o SME declaration (as provided in Annex 5), only applicable to the Solver.

All documents, properly signed and stamped (if applicable), shall be sent to the Coordinator, to the following e-mail: miguel@f6s.com.

The Challenger and Solver are requested to send all requested documents via e-mail and with adequate identification (e-mail subject): InnoBuyer – documentation.

After receipt and validation of the documentation, the Challenger and Solver will receive an agreement (contract).

The Challenger and Solver are solely responsible for the accuracy of all data provided.

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

Challenger

Name of contact person	<input type="text"/>
Address	<input type="text"/>
E-mail	<input type="text"/>
Telephone/ mobile phone	<input type="text"/>

Solver

Name of contact person	<input type="text"/>
Address	<input type="text"/>
E-mail	<input type="text"/>
Telephone/ mobile phone	<input type="text"/>

1.2 CONTRACT TERMINATION

This Contract covers action 3 and 4 of the InnoBuyer programme. At the end of each of the aforementioned actions, an evaluation of the Challenger and Solver’s progress will take place as fully described in Annex 1 “Guidelines for Applicants”.

In case the evaluators of the Challenger and Solver’s progress do not receive or accept any due deliverable, at the end of each action, this Contract is automatically terminated, and the Challenger and Solver fully accept that no additional payments related to the action of the missing or not accepted deliverable will be made by the Coordinator.

The Coordinator shall be entitled to terminate this Contract by written notice with immediate effect if the Challenger and Solver does not fulfil their obligations (see Article 3 - Breach of Contractual obligations).

Irrespective of the automatic termination of this Contract under present Article 1.2 or any early termination under Article 4, all obligations that according to their content are intended to be in effect for longer shall remain in effect.

2 ARTICLE 2 - OBLIGATIONS AND RESPONSIBILITIES OF THE CHALLENGER AND SOLVER

The obligations and responsibilities of the Challenger and Solver are defined in detail in the “InnoBuyer Call for Solvers - Guidelines for Applicants”.

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

Furthermore, the Challenger and Solver shall provide true and accurate documentation and declarations as defined in Article 1.1.

3 ARTICLE 3 - BREACH OF CONTRACTUAL OBLIGATIONS

In the event of a breach of the contractual obligation’s representations or warranties by the Challenger and/or Solver under this Contract, the Coordinator, in coordination with the InnoBuyer Consortium, reserves the right to terminate the Contract by written notice with immediate effect, even if such non-fulfilment is due to Force Majeure.

In the event of the breach of the contractual obligations by the Challenger and/or Solver, the Coordinator reserves the right of not fulfilling the respective payment to the Challenger and Solver.

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

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

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

4 ARTICLE 4 - FINANCIAL CONTRIBUTION AND FINANCIAL PROVISION

4.1 MAXIMUM FINANCIAL CONTRIBUTION

The maximum financial contribution to be granted to the Challenger shall not exceed the amount of twenty one thousand and five hundred euros (21.500,00 EUR).

The maximum financial contribution to be granted to the Solver shall not exceed the amount of fifty-eight thousand and five hundred euros (58.500,00 EUR).

4.2 DISTRIBUTION OF THE FINANCIAL CONTRIBUTION

The financial contribution to be granted to the Challenger and Solver will be calculated and distributed in accordance with the provisions set in the InnoBuyer Call for Solvers - Guidelines for Applicants.

The financial grant to be paid will always be subject to:

- o Provision of a report and a favourable review by the InnoBuyer internal evaluation team responsible for assessing the Challenger and Solver's progress in each of the actions.

Note: A non-favourable review of the work carried out at the end of any action may lead to the early termination of the contract and suspension of payments.

- o The prior notice to the Challenger and/or Solver of the date and amount to be transferred to their bank account (Annex 3 - Bank account information form), providing the relevant references.
- o Payments to the Challenger and/or Solver will be made by the Coordinator. In particular:
 - o The Coordinator, reserves the right to withhold the payments in case the Challenger and/or Solver does not fulfil their obligations and tasks as per Annex 1 - Guidelines for Applicants.
 - o Banking and transaction costs related to the handling of any financial resources made available to the Challenger and/or Solver will be covered by the corresponding Challenger and/or Solver.
 - o Payments will be released no later than thirty (30) calendar days after the notification by the Coordinator to the Challenger and/or Solver that the work and deliverable associated to a particular stage has been approved.

The Challenger and/or Solver are responsible for complying with any tax and legal obligations that might be attached to this Contract.

4.3 PAYMENTS SCHEDULE

The payment schedule is directly linked to the relevant actions of the InnoBuyer Programme according to Annex 1 - Guidelines for Applicants. The payments in each action will be disbursed once all work related to a deliverable has received positive assessment, supported on the review report developed by the InnoBuyer team.

The financial contribution will be made to the Challenger and/or Solver by the Coordinator. During the contractual procedure, the Challenger and/or Solver will be asked to provide the respective bank account information to which the payments will be made (as provided in Annex 3).

The payment schedule (Table below) is linked to the successful completion of specified deliverables, which will be evaluated at the end of each stage as identified in Annex 1 – Guidelines for Applicants.

Action	Deliverable	Payment trigger	Expected payment date	Amount
Pilot co-creation	Submission of D3.1 Interim report on the pilot co-creation deployment, using a template provided by the InnoBuyer Consortium.	Acceptance of the submitted deliverable by the InnoBuyer Consortium.	September 2024	€3.000 for Challenger €29,250 for Solver
	Submission of D3.2 Final report on the pilot co-creation deployment, using a template provided by the InnoBuyer Consortium.	Acceptance of the submitted deliverable by the InnoBuyer Consortium.	February 2025	€3.500 for Challenger €29,250 for Solver
Development of Terms of Reference specifications	Submission of D4.1 Terms of Reference specifications, using a template provided by the InnoBuyer Consortium.	Acceptance of the submitted deliverable by the InnoBuyer Consortium.	July 2025	€15.000 for Challenger
Total amount available for each selected Challenger				Up to €21.500
Total amount available for each selected Solver				Up to €58.500

TABLE 1 : INNOBUYER FUNDING SUPPORT FOR PRIVATE CHALLENGERS

The Challenger and/or Solver should submit to InnoBuyer the deliverable corresponding to each action until the corresponding due date. The InnoBuyer consortium partners will review the submitted deliverables and issue a review report, to approve or reject each deliverable.

The payments will be made to the Challenger and/or Solver subject to the receipt of a filled-out Request for Payment Form.

The Request for Payment form is to be sent to miguel@f6s.com. Payments will only be initiated once the work has been approved. Payments will be made no later than thirty (30) calendar days after receipt of the Request for Payment form to the bank account of the Challenger and/or Solver as provided in Annex 3. All payments will be made in Euros.

NOTE: If at any of the payment stages the InnoBuyer team considers that the quality of work demonstrated and/or reported does not correspond to what has been agreed, the contracting parties may agree to a resubmission of a deliverable and respective reassessment. If significant improvements are not delivered after the reassessment and the Challenger and/or Solver are therefore considered to be in breach of their contractual obligations, InnoBuyer reserves the right to terminate the contract as outlined in *Article 3 – Breach of contractual obligations*.

5 ARTICLE 5 - LIABILITY

5.1 LIABILITY OF CHALLENGER AND SOLVER

The Challenger and Solver shall fully and exclusively bear the risks in connection with the fulfilment of their tasks and obligations under this Contract. Except in case of force majeure (Article 7), the Challenger and Solver must compensate the Coordinator, and the EC for any damage they sustain because of the implementation of the obligations of the Challenger and/or Solver under this Contract or because the tasks and obligations of the Challenger and/or Solver were not implemented in full compliance with this Contract.

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

The Challenger and/or Solver shall bear sole responsibility for ensuring that they act within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties. For this purpose, the Challenger and/or Solver shall indemnify and hold the Coordinator and the EC harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the Coordinator or the EC as a result thereof would incur or suffer or must pay to the EC or any third parties. In addition, should the EC have a right of recovery against the InnoBuyer consortium regarding any or all the

financial support granted under this Contract, the Challenger and/or Solver shall repay the sums in question in the terms and on the date specified by the Coordinator.

5.2 EXCLUSION OF LIABILITY

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

- Loss of profits, revenue, income, interest, savings, shelf-space, production, and business.
- Opportunities; lost contracts, goodwill, and anticipated savings.
- Loss of or damage to reputation or to data.
- Costs of recall of products.
- Any type of indirect, incidental, punitive, special, or consequential loss or damage.

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

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

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

6 ARTICLE 6 - CONFIDENTIALITY

6.1 PRINCIPLES

Regarding all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the InnoBuyer programme and identified in writing as confidential, the terms of this Article shall apply.

6.2 OBLIGATIONS

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

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

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

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

Confidential Information disclosed within the scope of the project as with its own confidential and/or proprietary information, but in no case less than reasonable care. Each Contracting Party shall promptly advise the other Contracting Party in writing of any unauthorized disclosure, misappropriation, or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation, or misuse.

6.3 EXCEPTIONS TO THE OBLIGATION OF CONFIDENTIALITY

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

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

6.4 AUTHORISED DISCLOSURE(S)

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

- Notify the Disclosing Party, and
- Comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

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

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

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

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

7 ARTICLE 7 – FORCE MAJEURE

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

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

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

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

8 ARTICLE 8 – INFORMATION AND COMMUNICATION

8.1 INFORMATION AND COMMUNICATION TOWARDS THE EC

The Challenger and/or Solver shall, throughout the duration of the InnoBuyer programme, take appropriate measures to engage with the public and the media about the Challenger and/or Solver's progress and **to highlight the financial support of the EC and the InnoBuyer project.**

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

- Specify that the Challenger and/or Solver have received funding from the EC through the InnoBuyer project.
- Display the European emblem along with the InnoBuyer logo. When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Challenger and/or Solver are exempt from the obligation to obtain prior permission from the EC to use the emblem.
- Specify that it reflects only the author's views and that the EC and the InnoBuyer Consortium is not liable for any use that may be made of the information contained therein. The following text should be used:

"The [Challenger and/or Solver's name] has indirectly received funding from the European Union, via the InnoBuyer Project (Grant Agreement no. 101071212). Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or European Innovation Council and SMEs Executive Agency (EISMEA). Neither the European Union nor the granting authority can be held responsible for them."

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

- The name of the Challenger and/or Solver.
- Contact address of the Challenger and/or Solver.
- The general purpose of the Challenger and/or Solver's participation in the InnoBuyer programme (publishable summary, etc.)

- The amount of the financial contribution of the EC foreseen for the Challenger and/or Solver. After the final payment, the amount and rate of the financial contribution of the EC accepted by the EC.
- The estimated amount and rate of the financial contribution of the EC foreseen for the Challenger and/or Solver in the table of the estimated breakdown of budget.
- The geographic location of the activities carried out.
- The list of dissemination activities and/or of patent (applications) relating to foreground.
- The publishable reports submitted (technical reports are excluded, since they are confidential).
- Any picture or any audio-visual or web material provided to the EC in the framework of the InnoBuyer Programme.

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

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

8.2 INFORMATION AND COMMUNICATION AMONG THE CONTRACTING PARTIES

Any notice to be given under this Contract shall be in writing to the addresses and recipients listed above. Any change of persons or contact details shall be notified immediately to the InnoBuyer Coordinator. The address list shall be made accessible to all parties concerned.

9 ARTICLE 9 – DATA PROTECTION

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

Each Contracting Party shall each be considered a separate and independent data controller, as defined in the GDPR, to every other Contracting Party. The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specific

purposes and adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed. Where it might be designated by a relevant Supervisory Authority or through agreement between Contracting Parties that the InnoBuyer Coordinator and any other InnoBuyer consortium partners are appointed as data processors, parties shall enter into appropriate data processing agreements as required by the GDPR.

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

10 ARTICLE 10 – CHECKS AND REVIEWS

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

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

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

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

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

Based on the findings made during the check, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the Challenger or Solver concerned,

which may make observations thereon within one month of receiving it. The EC may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the Challenger or Solver concerned within two months of expiry of the aforesaid deadline.

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

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

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

11 ARTICLE 11 - INTELLECTUAL PROPERTY RIGHTS (IPR)

The Challenger and Solver acknowledges that all tools, modules and similar of the InnoBuyer partners are proprietary and owned by the respective InnoBuyer partner or applicable third party.

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

12 ARTICLE 12 – MISCELLANEOUS

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

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

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

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

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

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

13 ARTICLE 13 – APPLICABLE LAW

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

14 ARTICLE 15 – SETTLEMENT OF DISPUTES

If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators in Dublin.

Each of the Contracting Parties to the dispute shall appoint one (1) arbitrator and the three (3) arbitrators so appointed shall elect the presiding arbitrator. Should a Party to the dispute which should appoint an arbitrator fails to do so within fourteen (14) days of the delivery of the written notice to do so from the other Party to the dispute or should the appointed arbitrators fail to reach agreement on the presiding arbitrator within fourteen (14) days after their appointment, such arbitrator shall be appointed in accordance with the Rules upon request of any of the Parties to the dispute.

The seat of arbitration shall be Dublin.

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

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

between the Contracting Parties to the arbitration in accordance with the decision of the arbitrators.

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

15 ARTICLE 16 – NO DOUBLE FUNDING

By signing this Agreement, the Challenger and Solver declare to be aware of the fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity be funded twice from the EU budget, as defined in the Article 111 of Council Regulation (EC, Euratom) No. 1605/2002 of 25 June 2002 on the Financial Regulation, and confirm that all the work performed under InnoBuyer (Grant Agreement no. 101071212) will be done exclusively in the scope of this programme, not being supported or funded by any other European Commission programme.

AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorised representatives in three (3) copies:

<p>For F6S (the Coordinator) Mr. Nuno Varandas Head of Innovation Services Signature</p> <p>Done at _____ on DD/MM/2024</p>	<p>For [CHALLENGER_NAME] (the Challenger) Mr./Ms. [NAME SURNAME] [POSITION IN ORGANISATION] Signature</p> <p>Done at _____ on DD/MM/2024</p>
<p>For [SOLVER_NAME] (the Solver) Mr./Ms. [NAME SURNAME] [POSITION IN ORGANISATION] Signature</p> <p>Done at _____ on DD/MM/2024</p>	

ANNEXES

ANNEX 1: GUIDELINES FOR APPLICANTS

[This refers to the Guidelines for applicants published by the time the call is open]

ANNEX 2: PROPOSAL

[This refers to the proposal submitted by the applicant and approved for funding]

ANNEX 3: BANK ACCOUNT INFORMATION

[This refers to the document including the bank account information of the Challenger and Solver where the funds will be transferred]

ANNEX 4: DECLARATION OF HONOUR

[Document which declares that all conditions related to the Call for Challengers are accepted by the applicants' legal representatives]

ANNEX 5: SME DECLARATION

[Document which declares that the Solver meets the requirements to be considered an SME according to the EC definition]