

Agreement on Open Call for COVID-19 Solutions

BETWEEN:

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., with registered office at Hansastraße 27c, 80686 München, Germany, registration no. VR 4461 (Amtsgericht München), acting as legal entity for its Fraunhofer-Institut für Lasertechnik ILT, Aachen, Germany ("**Fraunhofer**");

and

XXX, with registered office at XXX,
 ("**Third Party**");

Hereinafter all contracting parties of this Agreement jointly or individually, referred to as "**Parties**" or "**Party**";

Together with other Beneficiaries, Fraunhofer has been awarded a Grant Agreement by the European Commission (Funding Authority) no. 768775 entitled »AMable«, hereinafter referred to as the "Grant Agreement". From this Grant Agreement including its Annexes certain rights and obligations result between the Funding Authority, Fraunhofer and the other AMable Beneficiaries. The Grant Agreement states that third parties will be selected and financially supported for certain work to the project.

The Parties agree:

1 Tasks of the Third Party

The Third Party shall fulfil the following tasks within 6 weeks from the starting date of this contract:

- Implementation of the solution which is described in the applicant's proposal
- Presentation of the implementation result in the form of an appropriate slide set. This slide set needs to contain a description of the approach, the executed steps, the result and the lessons learned. All descriptions need to be illustrated with sketches, images and videos that visualise the progress.
- Provision of files that represent the construction of the solution and files to print the construction. These files need to be in a format and detail that their publication allows anyone to reproduce or adapt the solution.

2 Financial Support

Fraunhofer will forward to the Third Party a lump sum of EUR XXXX as Financial Support in instalments of 50% after establishing the contract and 50% after completion of the Tasks by the Third Party. This financial support covers any cost that the Third Party may occur in completing the Tasks.

3 Guide for Applicants

The conditions for evaluation and fulfilment of the Tasks by the Third Party are laid down in the Guide for Applicants and are hereby accepted by the Third Party.

4 Innovative Ideas

The Third Party hereby grants a non-exclusive, royalty-free, transferable and unlimited right of use with the right for sub-licensing to Fraunhofer and the other AMable Beneficiaries regarding the submitted Proposal (Appendix 1), including the right to publish the proposal (Appendix 1) or parts or summaries of it in and by any media.

The Third Party hereby grants to Fraunhofer and the other Beneficiaries the right to cite the submitting Third Party in publications.

The Third Party hereby grants a non-exclusive, royalty-free, transferable and unlimited right of use with the right for sub-licensing to Fraunhofer and the other AMable Beneficiaries regarding photographs, drawings and sketches contained in the Proposal (Appendix 1).

The Third Party hereby guarantees that it is owner or right-holder of all rights related to the Proposal, in particular the rights as mentioned above, and that it will hold harmless and will indemnify Fraunhofer and the other AMable Beneficiaries in case that third party rights are violated by the use granted to Fraunhofer and the other AMable Beneficiaries in this Agreement.

5 Confidentiality

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with this Third Party Agreement and the tasks of the Third Party(ies) 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 Recipients hereby undertake for a period of 4 years after the termination of this Third Party Agreement:

- not to use Confidential Information otherwise 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; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients 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 comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in implementing the tasks and shall ensure that they remain so obliged, as far as legally possible, during and after the end of this Third Party Agreement and/or after the termination of the contractual relationship with the employee or third party.

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order. If a Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

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

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

The same obligations on confidentiality apply to the Third Party who is receiving Confidential Information by the other AMable Beneficiaries.

6 Liability

The Third Party shall fully and exclusively bear the risks in connection with the work provided by it and for which financial support is granted and forwarded by Fraunhofer. The Third Party shall indemnify Fraunhofer and the other AMable Beneficiaries for all damages, penalties, costs and expenses which Fraunhofer or a AMable Beneficiary as a result thereof would incur or have to pay to the European Commission or to any third parties with respect to the Third Party's work financially supported and/or for any damage in general which Fraunhofer or the AMable Beneficiaries incur as a result thereof.

7 Duration

This Third Party Agreement will be effective from the last of the signatures until 30 September 2021.

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Signatures

AS WITNESS:

The Parties have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages.

Fraunhofer as Coordinator in the AMable Project

Signature(s)

Name

Title

Date

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Third Party

Signature(s)
Name
Title
Date

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Appendix 1 - Proposal of the Third Party

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Appendix 2

AMable Open Call for Product Idea Pitches – Guide for Applicants

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Proposal / Contract Number	031-400556	Proposal/Contract Acronym (Name)	AMable
Financial Information for payments			
<ul style="list-style-type: none"> Please ensure that the following information is correct, otherwise the payment may be rejected. Complete the form on your PC and not by hand, since unreadable information might cause delays. If a change of this Financial Information is necessary please inform the Coordinator immediately! Any costs and be incorrect or invalid Financial Information will be borne by the Third Party. 			

Account holder	
Name of Account holder (as regi	
Full address of account holder (as registered with the bank)	
Street name and number	
Postal Code	Town/City
Country	VAT number
Contact person of the account holder regarding the payments	
Name	
Phone	
e-mail	

Bank-Information	
Bank name	
Branch address (full address – PO box not accepted)	
Street name and number	
Postal Code	Town/City
Country	
Account no	
Bank sorting code	
International Bank Account Number (IBAN) The IBAN is mandatory for all European Partners. Where no IBAN is provided increased bank-fees are charged to the partners. See also http://www.ecbs.org/iban.htm	
BIC/SWIFT	
Requested »reason for payment« (if other than EU project name or n°) / Remarks	

We certify that above information declared is complete and true.

BANK STAMP + SIGNATURE BANK REPRESENTATIVE* (Obligatory)

DATE, STAMP + SIGNATURE of ACCOUNT HOLDER (Obligatory)