

**European Union HORIZON 2020 PROGRAMME**

**Strategic Research Cluster  
“Space Robotics Technologies”**

**Collaboration Agreement**

*The legal entities participating as beneficiaries in Complementary Grant Agreements within the European Union Horizon 2020 Strategic Research Cluster “Space Robotics Technologies”, including those entities that have acceded to the Grant Agreement nr. 640199 (project acronym: PERASPERA, full title: "Plan European Roadmap and Activities for Space Exploitation of Robotics and Autonomy") (hereinafter the "PSA"), and having signed a Declaration of Accession to this Agreement attached hereto in Annex 1,*

*Hereinafter also referred to as "(complementary) beneficiaries" or “Parties”,*

WHEREAS the Scientific Research Cluster “Space Robotics Technologies” was initiated by the European Commission (EC) in the frame of Horizon 2020 Space work programme 2014,

WHEREAS, as a first step, the EC awarded in the frame of Horizon 2020 a grant for the “Plan European Roadmap and Activities for Space Exploitation of Robotics and Autonomy (PERASPERA (AD ASTRA))” Project, consisting of a Programme Support Activity (PSA) aimed at developing, inter alia, a roadmap and integrated master plan of activities and associated activity descriptions for the SRC. This roadmap will be implemented within the SRC mainly through operational grants, which will be managed by the Research Executive Agency (REA) on behalf of the EC.

WHEREAS the Complementary Grant Agreements, concluded between the REA and all beneficiaries in the PSA and the SRC operational projects, provide for the conclusion of a Collaboration Agreement to which every entity participating in a SRC project, including the PSA, must become a Party;

WHEREAS this present Collaboration Agreement is a mandatory condition for the award of the operational grant and the participation in the SRC,

AGREE AS FOLLOWS:

## **ARTICLE 1**

### **DEFINITIONS**

The following definitions shall apply to this Collaboration Agreement:

**Accession Date** means the date of the signature of the Declaration of Accession attached hereto in Annex 1 by each Party joining this Collaboration Agreement.

**Access Rights** shall have the meaning assigned to it under Article 25.1 of the Horizon 2020 Model Grant Agreement (hereinafter "MGA").

**Affiliated Entity** shall have the meaning assigned to it under Article 25.4 of the MGA.

**Building Blocks** refers to the six (a-f) activity areas listed in the *COMPET-4-2016: SRC-Space Robotics Technologies* call text and defined in further detail in the document containing a compendium of SRC activities attached to that call.

**Collaboration Agreement** means this Strategic Research Cluster “Space Robotics Technolo-

gies” Collaboration Agreement (within the meaning of Article 41.1 of the MGA), to which all entities participating in SRC Projects shall accede, and the authoritative text of which has been published by the PSA on its web portal <http://robotics.estec.esa.int/h2020-peraspera/>, and which will be made available in certified copies upon request by the PSA Coordinator.

**Complementary Background** means Background, as defined in Article 24.1 of the MGA, excluding, for each Party, Background of the SRC Project in which that Party participates.

**Complementary Results** means the Results, as defined in Article 26.1 of the MGA, but excluding, for each Party, Results of the SRC Project in which that Party participates.

**Complementary Grant Agreement(s)** means the Grant Agreements within the meaning of Article 2.1 of the MGA entered into by the entities participating in the Strategic Research Cluster “Space Robotics Technologies”, and determined to be complementary in accordance with their respective provisions.

**Confidential Information** means any information and data of whatever nature disclosed by any of the Parties or its Affiliates (“Disclosing Party”) to any other Party or its Affiliates (“Receiving Party”) in connection with this Collaboration Agreement after acceding to this Collaboration Agreement, irrespective of the medium in which such information or data is embedded, subject to the various exclusion and other provisions set forth in Article 7 below. When disclosed in tangible form, Confidential Information must be marked “*confidential*”, “*proprietary*” or similarly by the Disclosing Party. When disclosed orally or visually, only that information which is identified at the time of disclosure as confidential and summarized in certain detail in writing (including e.g. in meeting minutes) within 30 days after such disclosure shall constitute Confidential Information.

**Declaration of Accession** means a declaration in the form as provided in Annex 1 to become a Party to this Collaboration Agreement.

EC stands for European Commission.

**Fair and Reasonable Conditions** shall have the meaning assigned to it under Article 25.3 of the MGA, it being understood that among the circumstances of the request for access to be taken into account shall be the legitimate commercial interest of the owner of the Results, i.e. an interest which the owner of the Results can demonstrate is important to its ability to commercially exploit the Results for a defined period of time, including but not limited to an economic position vis-à-vis a competitor, loss of profits or survival of an undertaking.

**Force Majeure** means any one or more events beyond the control of the relevant Party which occur after the Accession Date, were not reasonably foreseeable at the time of signing the Declaration of Accession, and the effects of which are not capable of being overcome without unreasonable expense and/or unreasonable loss of time to the Party concerned. Events of Force Majeure shall include (without limitation) war, civil unrest, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy.

**Model Grant Agreement** or **MGA** stands for the “General Multi-Beneficiary Model Grant Agreement for the Horizon 2020 Programme (H2020 General MGA – Multi), adopted by the EC in September 2014.

([http://ec.europa.eu/research/participants/portal/desktop/en/funding/reference\\_docs.html#h20](http://ec.europa.eu/research/participants/portal/desktop/en/funding/reference_docs.html#h20))

[20-mga-gga](#))

**REA** stands for the Research Executive Agency of the European Commission.

**SRC** stands for Strategic Research Cluster “Space Robotics Technologies” and refers to the set of SRC Projects that are selected and contracted under the various phases of the SRC.

**SRC Project(s)** means the individual project(s) carried out under the Strategic Research Cluster “Space Robotics Technologies”, including the PSA.

## **ARTICLE 2**

### **PURPOSE AND RELATIONSHIP WITH CONSORTIUM AGREEMENTS**

1. This Collaboration Agreement is concluded between the Parties in view of their obligations under their respective grant agreements, in accordance with Article 41.4 of the MGA.
2. The purpose of this Collaboration Agreement, which shall be implemented in accordance with the provisions of the respective Complementary Grant Agreements signed by each complementary beneficiary, is (i) to define rights and obligations of the Parties relating to their coordination and collaboration under the SRC, and (ii) to implement the provisions of the respective Complementary Grant Agreements for SRC Projects concerning amongst other things Access Rights relating to Complementary Results and Complementary Background.
3. Nothing in this Collaboration Agreement shall be construed to prevent all beneficiaries of one SRC grant from agreeing (in the respective SRC Consortium Agreement) to additional, supplementing or deviating Access Rights (including conditions thereof) or confidentiality obligations, provided that such obligations shall apply only to the beneficiaries of the applicable SRC grant and their participation in the respective SRC Project. It is further understood that in the event of a conflict, the terms and conditions of the SRC Consortium Agreement shall prevail over the terms and conditions of this Collaboration Agreement, but only with respect to and among the beneficiaries of the applicable SRC Project.

## **ARTICLE 3**

### **MANAGEMENT AND COLLABORATION ASPECTS**

1. Each Party shall supply the other Parties promptly and by using all reasonable efforts with all such information or documents as needed by those other Parties to fulfil their obligations pursuant to this Collaboration Agreement. This includes the obligation of the Parties to share the deliverables described in Article 8.
2. The Parties acknowledge the role and mandate of the partners of the PSA, assigned to it under the applicable Grant Agreement and SRC documentation by the EC, to support the EC, REA and SRC Projects in planning and implementing a continuous coordination, monitoring and assessment of the evolution of the SRC Projects in relation to the overall SRC, and to provide relevant recommendations. The Parties shall collaborate with and support the PSA in the fulfilment of its mandate, which includes the tasks set forth below:

- Implement and oversee the SRC master plan and the plan on evaluation of SRC results, including to review the results of the SRC operational grants against the original planning;
- Based on the above, generate actions to be undertaken by the PSA in order to ensure that the SRC progresses with and achieves its objectives;
- Generate and provide recommendations to the SRC Project consortia, if necessary and in coordination with REA and the Expert Monitor of the SRC Project concerned, in order to synchronise them with the original roadmap and master plan, or to adjust them to one another;
- Report periodically to the EC on the SRC progress, ensuring that EC and REA are provided with coherent and comprehensive updates on the progress of the SRC Projects and the overall SRC;
- In implementation of the above, Technical Assessment Boards will be set up, which will conduct the technical assessment of each operational grant in relation to the objectives of the overall SRC by participating to the project technical milestone reviews. The PSA members participating in the Technical Assessment Boards will be jointly and consensually selected by EC, REA, the PSA and the beneficiaries of the operational project under review. The outcome of the Boards will be formal review reports which will be communicated confidentially to the REA and the consortium of the operational grant under review.
- Assist the EC and REA in the assessment of the evolution of the SRC and in coordinating the SRC;
- Organise a maximum of three (3) workshops for the purpose of disseminating the SRC, its progress and results, to which the SRC projects are expected to participate and plan the allocation of the necessary resources for attendance and supplying of project dissemination material.

For the fulfilment of the above tasks, the partners represented in the PSA Steering Board (as defined in the applicable PSA Grant Agreement 640026) will be granted visibility by the Parties by means of access to the deliverables described under Article 8 par.2 (a). The PSA will produce reports which might refer to the above deliverables. These PSA reports will be accessible to the EC and REA. In some cases, and subject to Articles 7 and 8, it may also be considered to share these PSA reports with expert monitors of SRC Projects. The SRC Projects concerned will be informed of the intended level of dissemination of the reports in advance.

3. The Parties will establish a SRC Board, composed of one representative of each on-going SRC Project, from the Party being the coordinator of the SRC Project. The meetings of the SRC Board will be chaired by the coordinator of the PSA. The SRC Board can invite further ad hoc participants as appropriate, especially parties directly concerned by items discussed by the SRC Boards if reasons of transparency and fairness so require.

The SRC Board shall

- Provide a forum for exchange of information of cross-projects relevance, including activities of the PSA;
- Keep the participants of the different SRC Projects informed of issues within the SRC

which are relevant for their work;

- Facilitate interaction between SRC Projects;
- Plan the participation of the SRC projects to events, particularly those organised by the PSA;
- Help to resolve issues arising out of the implementation of this Agreement; and
- Based on a consensual assessment of the SRC Board members which may not be prevented by those involved in the issue, inform the EC and REA, via the PSA Coordinator, of any relevant issue with the granting of Access Rights under this Collaboration Agreement.

The SRC Board shall meet twice per year or at any other time as necessary upon request of the PSA or another Party. The parties shall foresee the necessary resources to participate to these meetings. The SRC Board will issue Minutes of Meeting, drafted by the PSA Coordinator, for distribution to all Parties including supporting documentation which was shared at the SRC Board meetings.

4. The SRC Board may decide on the establishment, composition and tasks of ad-hoc temporary working groups, and approve the results thereof, if deemed necessary for specific issues. Proposals for such working groups can also be made by any SRC Project, addressed to the SRC Board and including the envisaged objectives, interfaces, outputs, and required resources. The working groups shall operate on the basis of generally recognised working principles of inclusiveness and transparency, and in accordance with the guidelines and requirements established by the SRC Board.
5. One or more representatives of the EC or REA may attend SRC Board meetings as observers.

#### **ARTICLE 4**

#### **RIGHTS OF ACCESS TO COMPLEMENTARY RESULTS**

1. General Principles
  - (a) All Access Rights under this present Article are granted on a non-exclusive worldwide basis and without the right to grant sub-licenses, unless otherwise agreed upon or expressly mentioned herein.
  - (b) The exercise of Access Rights must first be requested and justified in writing. Each Party shall respond within a reasonable period of time to a Access Rights request of another Party. Access Rights shall only be granted upon the signature of a written agreement between the granting Party and the requesting Party and shall not be otherwise deemed granted.
  - (c) Other than in exceptional circumstances, no transfer costs shall be charged for the granting of Access Rights.
2. Access Rights to Complementary Results for SRC Project Implementation

The Parties shall grant each other Access Rights – on a royalty-free basis – to Complementary Results needed for the implementation of their respective tasks under an SRC Project, it being understood that such Access Rights shall automatically cease when the corresponding SRC Project has been executed.

3. Access Rights to Complementary Results for exploitation of own Results

The Parties shall grant each other Access Rights – under Fair and Reasonable Conditions – to Complementary Results needed for exploiting their own Results. Requests for such Access Rights may be made – unless otherwise agreed – for a period of one year after the end of the SRC Project in which the requesting Party participates.

4. Access Rights to Complementary Results from Building Blocks for institutional European space development activities

Access Rights to Complementary Results from activities part of the Building Blocks shall be granted, on a royalty-free basis, to the EU, ESA or a group of European national space agencies for institutional European space development activities carried out or funded by those entities.

## **ARTICLE 5**

### **RIGHTS OF ACCESS TO COMPLEMENTARY BACKGROUND**

In case a Party or its Affiliated Entity requests Access Rights to Complementary Background, the granting of such Access Rights shall be at the discretion of the owning Party and subject to written agreement.

## **ARTICLE 6**

### **ACCESS RIGHTS FOR PARTIES JOINING AND LEAVING THE SRC**

1. A Party joining the SRC and acceding to this Collaboration Agreement following its entry into force shall have the same Access Rights and obligations to grant Access Rights as the original Parties, effective as from its Accession Date.
2. A Party for whom participation in the SRC – and therefore also in this Collaboration Agreement pursuant to Article 14.2 – has terminated, shall continue to have Access Rights and obligations to grant Access Rights as provided for in this Collaboration Agreement, but only with respect to those Results produced up to termination of their participation.

## **ARTICLE 7**

### **CONFIDENTIALITY**

1. The provisions of this Article 7 are without prejudice to the provisions of Article 8.

2. Confidential Information will neither be used, duplicated, in whole nor in part, by the Receiving Party for any purpose other than the implementation of this Collaboration Agreement, unless it has obtained the prior written consent of the Disclosing Party.
3. All Confidential Information will be protected and kept in confidence by the Receiving Party, which shall use at least the same degree of care and safeguard as it uses to protect its own confidential information of like importance.
4. Each Party shall take reasonable precautions to prevent disclosure of the other Party's Confidential Information to other than those persons within the Receiving Party's organisation who have a need to know for the purposes of this Collaboration Agreement and shall ensure that such persons shall be bound by the provisions of this Collaboration Agreement. Any release of Confidential Information, when considered necessary, to any person other than the Parties shall be approved in writing by the Disclosing Party prior to release and such approval shall include an obligation not to make further disclosures and to use the Confidential Information solely for the purpose of this Collaboration Agreement.
5. Any Confidential Information disclosed by one Party to the other Party shall remain the property of the Disclosing Party and the Receiving Party shall, upon request of the Disclosing Party, or as soon as the purpose of disclosure is achieved, or in case of expiration this Collaboration Agreement, or the termination of the Receiving Party's participation in this Collaboration Agreement, whichever occurs first, either promptly return any Confidential Information to the Disclosing Party along with any copies and/or derivatives made, or shall certify in writing that all such Confidential Information has been destroyed.
6. The Receiving Party's obligations with respect to handling and using Confidential Information as set forth above in this Article 7 shall continue for five (5) years from the expiration of this Collaboration Agreement, or the termination of the Receiving Party's participation in this Collaboration Agreement, or until Receiving Party and Disclosing Party agree in writing that such obligations shall cease.
7. The obligations with respect to handling and using Confidential Information as set forth above in this Article 7 are not applicable to information that the Receiving Party can demonstrate:
  - (a) has come into the public domain prior to, or after, the disclosure thereof and in such case through no fault of the Receiving Party;
  - (b) was already or has come in the possession of the Receiving Party without any obligation of confidentiality upon the Receiving Party;
  - (c) has been or is published without violation of this Collaboration Agreement;
  - (d) is independently developed in good faith by employees of the Receiving Party who did not have access to the Confidential Information;
  - (e) is approved for release or use by written authorisation of the Disclosing Party;
  - (f) is not properly designated or confirmed as Confidential Information according to this Agreement; or



- (g) is disclosed pursuant to the request of a governmental or jurisdictional authority, in which case the Receiving Party, subject to possible constraints of such governmental or jurisdictional authority, shall immediately give the Disclosing Party a written notice of the above request and shall reasonably cooperate with the Disclosing Party in order to avoid or limit such disclosure.

## **ARTICLE 8**

### **ACCESS TO THE PROJECT DELIVERABLES**

1. With respect to deliverables, each operational grant of the SRC shall indicate in its proposal the dissemination level, as follows:
  - (a) Public, fully open (PU); or
  - (b) Confidential, restricted under conditions (CO), as described in the Model Grant Agreement, only available internally within the consortium and to the EC/REA for grant monitoring purposes.
2. For deliverables with a CO dissemination level and Article 8.2 notwithstanding, the beneficiaries of operational grants shall produce during the project lifetime the following versions allowing wider distribution:
  - (a) a CO-1 - Version of the deliverables providing the PSA with all the information required by the PSA to perform its assessment tasks as part of the Technical Assessment Board;
  - (b) a CO-2 - Version of the deliverables providing the other operational grants of the SRC with the information required for:
    - the integration in the overall SRC of the Results produced by each operational grant, where applicable;
    - the continuity between the successive development phases of the SRC, where applicable.

Release to the PSA and operational grants of these CO-1 and CO-2 versions is subject to the prior approval of the EC/REA as part of the REA's monitoring role for each operational grant. If the information given in CO-1 and CO-2 versions is deemed not enough for the above mentioned purposes, the EC/REA can request, with advice from the PSA, that these documents be supplemented as appropriate.

## **ARTICLE 9**

### **DISSEMINATION AND PUBLICATIONS**

1. The Parties acknowledge their obligations taken under the relevant Grant Agreements to disseminate their Results, in accordance with Article 8, and the task given to the PSA to support and promote the coherent and coordinated dissemination of information on activities and Results at overall SRC level and to organise SRC promotion events and workshops to present the SRC activities and Results, which rely on a wide participation of enti-

ties participating in the SRC Projects. The Parties shall support those PSA efforts by providing relevant inputs and ensuring attendance at events.

2. No Party shall have the right to publish or allow the publishing of any data which constitutes Complementary Results, Complementary Background or Confidential Information of a Party from another SRC Project, even where such data is amalgamated with such first Party's SRC Project Results, SRC Project Background or other information, document or material, unless the Party owning the Complementary Results, Complementary Background or Confidential Information has agreed to the publication. For the purposes of obtaining this agreement, the requesting Party may consider including relevant conditions to this end in the license agreement concluded in accordance with Article 4.1 (b) and Article 5, or seeking the assistance of the SRC Board via the PSA Coordinator.

## **ARTICLE 10**

### **LIABILITY**

1. The purpose of this Article is to establish a cross-waiver of liability between the Parties and their Related Entities. Within the boundaries set by the applicable law, the cross-waiver of liability shall be broadly construed to achieve this objective.
2. For the purposes of this Article,
  - the term “damage” means:
    - (a) bodily injury to, or other impairment of health of, or death of, any person;
    - (b) damage to, loss of, or loss of use of any property;
    - (c) loss of revenue or profits; or
    - (d) other direct, indirect or consequential damage.
  - the term “Related Entities” includes Affiliated Entities and contractors of a Party.
3. Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims and shall take no recourse against the other Party, the other Party's Related Entities and these Related Entities' employees based on damage arising out of the implementation of this Agreement.
4. In addition, each Party shall, by contract or otherwise, extend the cross-waiver of liability as set forth in paragraph 3 of this Article 10 to its Related Entities.
5. Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:
  - (a) claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party) for bodily injury to, or other impairment of health of, or death of such natural person;
  - (b) claims for damage caused by wilful misconduct or gross negligence;
  - (c) intellectual property claims;

(d) claims for damage resulting from a failure of a Party to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph 4 of this Article 10.

6. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.
7. Subject to the specific undertakings provided for in this Collaboration Agreement, each Party shall be solely liable for any loss, damage or injury to third parties resulting from its actions or those of its Related Entities under this Collaboration Agreement, including its use of Complementary Results or Complementary Background.
8. Each Party shall be, and shall remain, fully liable for the performance of any obligation under this Collaboration Agreement, in respect of which it engages any Related Entities.

## **ARTICLE 11**

### **FORCE MAJEURE**

Notwithstanding any provision on Force Majeure in the Grant Agreements, no Party can be held liable for a failure in the performance of this Collaboration Agreement to the extent that such failure is due to Force Majeure. Each affected Party will notify the other Parties concerned in writing of any event of Force Majeure as soon as possible. The Parties concerned shall discuss in good faith the possibilities of resolving the Force Majeure event.

## **ARTICLE 12**

### **MISCELLANEOUS**

#### 1. No partnership or agency

Nothing in this Collaboration Agreement shall create a partnership or agency between any or all of the Parties.

#### 2. No implied license

Except as explicitly granted in this Collaboration Agreement, no license or other right is granted or assigned under this Collaboration Agreement, either directly or indirectly, by implication or otherwise, to any Party or any of its Affiliated Entities with respect to any intellectual property rights of the other Parties or their Affiliated Entities.

#### 3. Enforcement of Intellectual Property Rights

No Party shall have any obligation under this Collaboration Agreement to institute any action or suit against any third party for infringement of any intellectual property rights to which it has granted a license hereunder, or to defend any action or suit brought by any third party which challenges or concerns the validity of any such intellectual property rights. In addition, no Party to which any other Party has granted an intellectual property rights license under this Collaboration Agreement shall have any right to institute any action or suit against third parties for infringement of any such intellectual property rights.

#### 4. No Warranty

No Party makes any representation or warranties as to merchantability or fitness for a particular purpose of any information or data it may disclose to another Party pursuant to this Collaboration Agreement, or the absence of any infringement of any proprietary rights of third-parties by the use of such information. The recipient Party shall be entirely responsible for the use to which it puts such information and data.

Notwithstanding the above, the Party disclosing the information or data shall have the obligation to notify in writing to the recipient Party, to the best of its knowledge, the existence of proprietary rights of third parties, if any, associated to the information and data supplied.

#### 5. Assignment

No Party may assign its rights and obligations under this Collaboration Agreement without the prior written approval of the other Parties. This approval shall not be unreasonably withheld when the assignment is made for the benefit of an Affiliated Entity of a Party and provided that the assignor ensures that such assignment does not prejudice the rights of the other Parties or their Affiliated Entities pursuant to this Collaboration Agreement, in particular Access Rights provided for hereunder.

#### 6. Language

English shall be used in all documents and notices prepared, and meetings conducted, pursuant to this Collaboration Agreement or otherwise in connection herewith.

#### 7. Notices

Any notice to be given under this Collaboration Agreement shall be in writing to the addressees and recipients listed in Annex 2 of this Collaboration Agreement, or to such other address and recipient as a Party may designate in respect of itself by written notice to the others.

#### 8. Entire Agreement

This Collaboration Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Collaboration Agreement, and supersedes from the relevant Accession Dates all previous negotiations, commitments and writings concerning the joint activities of the Parties relating to the Collaboration Agreement. For the sake of clarity, the Collaboration Agreement does not waive or overrule or otherwise void any confidentiality undertakings which the Parties might have accepted or will accept in the proposal phase for projects.

#### 9. Amendments

All amendments or changes to this Collaboration Agreement shall be valid only if made in writing and signed by an authorized signatory of each of the Parties.

#### 10. Severability

If one or more of the provisions contained in this Collaboration Agreement or any documents executed in connection herewith are found by the Commission or a competent court or author-

ity to be invalid, illegal, or unenforceable in any respect under any applicable law, including competition law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, provided, that in such case the Parties oblige themselves to use all reasonable efforts to achieve the purpose of the invalid provision by a new legally valid stipulation that cause the same or substantially similar economic benefit or burden.

### **ARTICLE 13**

#### **APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

1. This Collaboration Agreement shall be governed by and shall be interpreted in accordance with the laws of Belgium without regard to the Belgian conflict of laws rules.
2. When acting under this Collaboration Agreement, each Party will comply with all relevant laws and regulations applicable to its performance hereunder, including (without limitation) the export laws and regulations of the European Union and of other relevant States. In case the implementation of this Agreement is subject to export control authorisation, the Parties shall assist each other in obtaining all necessary export licences/authorisations and in preparing, signing and submitting for approval of the related documentation to the competent authorities and in carrying out all necessary formalities to that end.
3. The Parties concerned will consult with each other promptly when events occur or matters arise that may call into question the interpretation or implementation of the terms of this Collaboration Agreement.
4. Any dispute in the interpretation or implementation of this Agreement that the Parties concerned cannot resolve, including with the guidance of the SRC Board, shall be finally settled, at the request of any of them, by arbitration under the Rules of Arbitration of the International Chamber of Commerce, by three arbitrators appointed in accordance with the said Rules. The award of the arbitration will be final and binding upon the Partners concerned. The place of arbitration shall be Brussels, Belgium. The language to be used in the arbitration proceedings shall be English.

### **ARTICLE 14**

#### **ENTRY INTO FORCE, TERM, TERMINATION, WITHDRAWAL**

1. This Collaboration Agreement shall enter into force as soon as one beneficiary of the PSA grant and at least one beneficiary of an operational grant have acceded to it in accordance with Article 15.1, and thereafter for each additional Party as from the respective Accession Date.
2. This Collaboration Agreement shall continue in full force and effect until complete discharge of all obligations for the carrying out of the SRC and SRC Project(s), it being understood that for each individual Party, the participation in this Collaboration Agreement shall terminate if

- (i) that Party withdraws from the Grant Agreements of all SRC Projects in which such Party has participated, as well as all of the corresponding SRC Consortium Agreements, or
  - (ii) that Party's participation to the Grant Agreement of all SRC Projects as well as all of the corresponding SRC Consortium Agreements is terminated early, each in accordance with the applicable terms of the relevant SRC Consortium Agreements and Grant Agreements.
3. The provisions of this Collaboration Agreement shall survive any expiration or termination to the extent needed to enable the Parties to pursue their rights and remedies provided for in this Collaboration Agreement.

## **ARTICLE 15**

### **ACCESSION**

1. All Parties shall accede to this Collaboration Agreement by signing the Declaration of Accession and submitting it to the PSA Coordinator at the time of signing or acceding to their respective Grant Agreement. The PSA Coordinator will notify the Declarations of accession to the REA.
2. The PSA Coordinator will inform all Parties without undue delay about each new Party acceding to this Collaboration Agreement and provide them with an updated Annex 2 of this Collaboration Agreement.

Annex 1

**Declaration of Accession**

[Name of Party (legal entity)],

represented for the purpose hereof by [name and title of person written out in full (person legally authorised to act on behalf of the legal entity)] acting as its legal authorised representative,

is participating in an SRC Project and hereby consents to become a Party to the SRC Collaboration Agreement and accepts all the rights and obligations of a Party.

[Name of Party (legal entity)] hereby submits the following information to be included in Annex 3:

Party's Registered Name: [...]

Party's Postal Address: [...]

Name and position title of identified recipient: [...]

Telephone Number: [...]

Fax Number: [...]

Email: [...]

Done in 2 originals, of which one shall be kept by the PSA Coordinator and one by [name of Party (legal entity)].

Name of Legal Entity [name of Party]

\_\_\_\_\_  
Name of legally authorised representative

\_\_\_\_\_  
[Only where 2<sup>nd</sup> sig. is required acc. to int. policies]

\_\_\_\_\_  
Title of legally authorised representative

\_\_\_\_\_

\_\_\_\_\_  
Signature of legally authorised representative

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

**Confirm receipt on behalf of the PSA Coordinator:**

Mr.

\_\_\_\_\_  
Date:

**Annex 2 - List of Parties and Addresses for the Purpose of Notices under Article 12.7**

[Annex 2 will be created, continuously updated and disseminated to the Parties by the PSA Coordinator after entry into force of this Collaboration Agreement on the basis of the information submitted in the Declarations of Accession]