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**Annex 7: Sub-Grant Agreement Template**

Agreement Number: HUBCAP–OC1.3-2021/\_\_

(Insert the corresponding number)

April/2020

**Grant Agreement: 872698**

Digital innovation HUBs and CollAborative Platform for cyber-physical systems

**www.into-cps.au.dk**

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# Contracting parties

The University of Aarhus, Department of Engineering (AU), established in NORDRE RINGGADE 1, AARHUS C, 8000, DENMARK, VAT number: 31119103;

Hereinafter referred as the “Coordinator”

Of the one part,

[COMPANY\_NAME], a SME organized under the laws of [COUNTRY], established in [LEGAL\_ADDRESS], with VAT number [VAT\_NUMBER], duly represented by [LEGAL\_REPRESENTATIVE], [LEGAL\_REPRESENTATIVE\_POSITION],

Hereinafter referred as the “Beneficiary”

Hereinafter collectively referred as the “Contracting Parties”

HAVE AGREED to the following terms and conditions including those in the following Annexes, which form an integral part of this HUBCAP Open Call #1.3 PULL Sub-Grant Agreement (hereinafter referred as the “Contract”):

# General Provisions

The European Commission (hereinafter referred as the “EC”) and the Coordinator, as a member of the HUBCAP consortium, have signed the grant agreement no 872698 for the implementation of the project “DIGITAL INNOVATION HUBS AND COLLABORATIVE PLATFORM FOR CYBER-PHYSICAL SYSTEMS” (Acronym: HUBCAP) within the framework of the Programme H2020-DT-2019-1/DT-ICT-01-2019.

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

The purpose of the HUBCAP project is to make a cloud-based open collaboration platform (the “HUBCAP Platform”) with a capability to help users’ trial new technology. As part of the HUBCAP project, the HUBCALL Open Call #1.3 Pull has been issued to SMEs to join the HUBCAP ecosystem by integrating their Cyber-Physical Systems and Model-Based Design product/technology/service/tool (“CPS MBD Technology”) in the HUBCAP Platform.

The Beneficiary SME has been selected for funding under HUBCAP Open Call #1.3 Pull based on its Application Form (***Annex 3***).

This Contract aims at defining the framework of rights and obligations of the Contracting Parties with respect to the Beneficiary’s participating in the HUBCAP Open Call #1.3 PULL.

The Funding to be received by the Beneficiary is property of the EC. The Coordinator is the mere holder and manager of the funds.

# 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 the following documents have been received from the Beneficiary:

1. The original signed *Applicant Declaration of Honour* (as given in ***Annex 4***),
2. *SME Declaration* form (as given in ***Annex 5***),
3. Copy of ID-card or Passport of legal representative(s) of the SME,
4. *Bank Account Form* (as given in ***Annex 6***).

All documents shall be sent to the Coordinator first via email to the following address: [oc.administrative@hubcap.eu](mailto:oc.administrative@hubcap.eu). It is requested to the Beneficiary to send all documents in one e-mail, and with an e-mail subject that is identifiable:

* HUBCAP Call #1.3 PULL,
* Form of identifier to the selected Consortium in question (e.g., experiment title or acronym).

After collection and approval of all documentation, the Beneficiary will receive a Sub-grant Agreement (Contract) for signature.

The Beneficiary is solely responsible for the accuracy of all data provided to the Coordinator.

The contact details of the Beneficiary for notices under this Contract is: [name of contact person, address, e-mail etc.]

## Contract Termination

This Contract will automatically terminate at the end of the Open Call #1.3 PULL which will happen when the Beneficiary has fulfilled all obligations in Article 2, except for all obligations that according to their content are intended to remain in effect, which keep their full force and effect.

The Coordinator shall be entitled to terminate this Contract by written notice with immediate effect in the event that the Beneficiary does not fulfil its obligations hereunder, cf. Article 4. Coordinator.

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

# Article 2 – Obligations and Responsibilities of the Beneficiary

The obligations and responsibilities of the Open Call #1.3 PULL Beneficiary SME are accomplishing the proper integration of its MBD CPS Technology with the HUBCAP Collaboration Platform and to participate in the HUBCAP Workshop, in an appropriate manner. Appropriate manner means that the Beneficiary SME will comply with the house rules in case of an onsite meeting and in general to the meeting rules. The Beneficiary SME shall also bear in mind that its technology must be available to be included to the projects of call # 2 EXPERIMENT.

The HUBCAP Workshop is foreseen to be held on June 2021, the same will be held digitally if the Covid-19 situation should maintain. After the workshop, the Beneficiary SME shall proceed with the proper integration of its CPS MBD Technology into the HUBCAP Platform. If during the integration process the Beneficiary becomes aware of any errors to, interruptions or impaired functionality of the HUBCAP Platform, then the Beneficiary shall as soon as possible report those to the Coordinator (whom shall be entitled to by not obliged to update the HUBCAP Platform on the basis hereof).

Additionally, the Beneficiary 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 Project. In case the Beneficiary is involved in a conflict of interest or in a risk of conflict of interest, the Beneficiary must formally notify this situation to the Coordinator without delay and immediately take all the necessary steps to rectify this situation.

Furthermore, the Beneficiary shall have provided true and accurate documentation and declarations as set forth in Article 1.1.

More detailed information can be found in the document ***Annex 2: Guidelines for Applicants***, which the Beneficiary SME shall apply with.

# Article 3 – Intellectual Property Rights

The Beneficiary SME acknowledges that the HUBCAP Platform, and all intellectual property rights and other rights in and to the HUBCAP Platform, are proprietary to and owned by the HUBCAP consortium partners or applicable third parties. Nothing in this Contract shall transfer to the Beneficiary, or confer on the Beneficiary, any license or other rights in or to, any such intellectual property rights, except for those limited rights of use for the purpose of the Beneficiary SME integrating its CPS MBD Technology into the HUBCAP Platform. The Beneficiary’s access to the HUBCAP Platform shall either terminate automatically upon completion of this Contract or upon early termination of this Contract, whichever is the earliest date.

All intellectual property rights and title to the CPS MBD Technology remains with the Beneficiary or applicable third party. The Coordinator and/or relevant HUBCAP consortium partner shall be entitled to make public the information about the CPS MBD Technology as provided in the Application Form (***Annex 3***).

# Article 4 – Breach of Contract

In the event of breach of the contractual obligation’s representations or warranties by the Beneficiary under this Contract, the Coordinator, in coordination with the HUBCAP 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 Beneficiary, the Coordinator reserves the right of not fulfilling the respective payment to the Beneficiary. The Coordinator also reserves the right to claim a refund of any already paid funds.

# Article 5 – Financial contribution and financial provisions

## 5.1 Maximum financial contribution under HUBCAP OC #1.3 PULL

**The maximum financial contribution to be granted by the Coordinator to the Beneficiary SME shall not exceed the amount of One Thousand Euros (1000€).**

## 5.2. Distribution of the financial contribution

Under this Contract, the Beneficiary SME is granted the direct financial support of One Thousand EUR (1000€) to cover the part of Beneficiary asset integration within the HUBCAP Platform and to cover its participation at the HUBCAP Workshop. Note that the HUBCAP Workshop will be held digitally due to the current Covid-19 worldwide situation. The Funding will be released by the Coordinator to the Beneficiary SME after all the following conditions have been met:

* The Beneficiary has attended the HUBCAP Workshop,
* The Beneficiary has been granted access to the HUBCAP Collaboration Platform,
* The Beneficiary has sent the documents mentioned in article 1,

Payments to the Beneficiary will be made by the Coordinator. In particular:

* The Coordinator reserves the right to withhold the payments in case the Beneficiary does not fulfil with its obligations and tasks as per this Contract and ***Annex 2 ‐ Guidelines for Applicants***,
* The Beneficiary is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

## 5.3. Payments schedule

The financial contribution to be granted to the consortium shall be calculated in accordance with the provisions of the ***Annex 2: Guidelines for Applicants***.

The payment schedule is directly linked to the achievement of the HUBCAP Open Call #1.3 PULL milestone - 100% payment with participation in the HUBCAP training workshop and integration of service as per the ***Annex 2: Guidelines for Applicants***.

The payment will be made subject to receipt of the AU bank form, as “transfer to a foreign bank account”, submitted to the Coordinator after fulfilment of all obligations hereunder. Payment is made 30 calendar days after receipt of the invoice to the bank account of the Beneficiary SME as provided in ***Annex 6: Bank Account Information Form***.

# Article 6 – Liability

## 6.1 Liability of the Beneficiary

The Beneficiary SME shall fully and exclusively bear the risks in connection with the fulfilment of its tasks and obligations under this Contract, including but not limited to any risk arising from integration of its CPS MBD Technology into the HUBCAP Collaboration Platform.

Except in case of force majeure (Article 8), the Beneficiary must compensate the Coordinator and the EC for any damage they sustain as a result of the implementation the obligations of the Beneficiary under this Contract or because the tasks and obligations of the Beneficiary were not implemented in full compliance with this Contract.

Accordingly, neither the Coordinator nor the EC can be held liable for any damage caused to the Beneficiary SME or to third parties as a consequence of implementing this Contract, including for gross negligence. At the same time, neither the Coordinator nor the EC can be held liable for any damage caused by the Beneficiary or third parties, as a consequence of implementing this Contract.

The Beneficiary shall bear sole responsibility for ensuring that its acts 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 Beneficiary SME 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 have to pay to the EC or any third parties. In addition, should the EC have a right of recovery against the Coordinator regarding any or all of the financial support granted under this Contract, the Beneficiary SME shall repay the sums in question in the terms and on the date specified by the Coordinator.

## 6.2 Exclusion of liability

To the extent permissible under applicable law, in no event shall the Coordinator or other HUBCAP consortium partners be liable to the Beneficiary SME for loss or damage caused by the Coordinator or the HUBCAP 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 HUBCAP 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; or
* any type of indirect, incidental, punitive, special, or consequential loss or damage.

In respect of any information or materials (including the HUBCAP Platform) made available to the Beneficiary SME 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 Beneficiary SME 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 HUBCAP consortium partners shall be liable vis-à-vis the Beneficiary SME in case of infringement of proprietary rights of a third party resulting from the Beneficiary SME use of the information and material.

The exclusions and limitations stated in this Article 6.2, 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.

# Article 7 – Confidentiality

**7.1 Obligation of confidentiality**

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 HUBCAP Call #1.3 PULL 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”. However, the information on the CPS MBD Technology as included by the Beneficiary SME in the Application Form (***Annex 3***) shall not be deemed Confidential Information.

The Recipient hereby undertake in addition and without prejudice to any commitment on non-disclosure towards the EC, for a period of 4 years after the end of the Contract:

* 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 demand all Confidential Information that has been disclosed to the Recipient including all copies thereof 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 comply 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 HUBCAP Call #1.3 PULL 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 with regard to 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 Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation, or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation, or misuse.

**7.2 Exceptions to obligation of confidentiality**

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
* Disclosure of the Confidential Information is in compliance with mandatory applicable laws or regulations or with a court or administrative order.

**7.3 Authorised disclosure(s)**

If any 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 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 Coordinator’s disclosure of Confidential Information to the EC and/or the other HUBCAP consortium partner shall be governed exclusively by the terms of the Grant Agreement and/or the Consortium Agreement. Accordingly nothing in this Contract shall prevent the Coordinator from complying with its obligations, including its reporting obligations, towards the EC and the other HUBCAP consortium partners, and any such disclosures shall be subject to the terms of the Grant Agreement or Consortium Agreement.

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

(a) this is necessary to implement the Grant Agreement or safeguard the EU’s financial interests and

(b) the recipients of the information are bound by an obligation of confidentiality.

# Article 8 – Force Majeure

“Force Majeure” shall mean, 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 in spite of the exercising 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 considered in breach of its obligations and tasks if such breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure without delay, stating the nature, likely duration, and foreseeable effects. In case the Beneficiary is not able to overcome the consequences of Force Majeure within 10 (ten) days after such notification, the Coordinator will decide accordingly including the termination of the Contract.

# Article 9 – Information and communication

Any publicity made by the Beneficiary SME in respect of the HUBCAP project, in whatever form and on or by whatever medium, must specify that it reflects only the author’s views and that the Coordinator, HUBCAP consortium or EC are not liable for any use that may be made of the information contained therein.

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

* the name of the Beneficiary,
* contact address of the Beneficiary,
* the general purpose of the project,
* the amount of the financial contribution of the EC.

The Beneficiary shall ensure that all necessary authorizations for such publication have been obtained and that the publication of the information by the Coordinator, HUBCAP Consortium or EC does not infringe any rights of third parties.

Unless the EC or the Coordinator requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.), 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 funded by the grant must:

1. display the EU emblem,
2. display the HUBCAP logo and,
3. include the following text:

For communication activities: *“This MBD CPS technology has indirectly received funding from the European Union’s Horizon 2020 research and innovation action programme, via an Open Call #1.3 PULL issued and executed under project HUBCAP (grant agreement No 872698)”.*

When displayed in association with a logo, the EU 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 Beneficiary is exempted from the obligation to obtain prior permission from the EC to use the emblem. Further detailed information on the EU emblem can be found on the Europa web page.

Upon a duly substantiated request by the Coordinator on behalf of the Beneficiary, the EC may agree to forego such publicity if disclosure of the information indicated above would risk compromising the beneficiary’s security, academic or commercial interests.

# Article 10 – Data protection

## 10.1 Data protection obligations

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 with regard to the processing of personal data and on the free movement of such data.

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.

The Beneficiary SME shall specify in the Application Form if the MBD Technology performs any kind of personal data processing.

If the Beneficiary acts as data processor in respect of any personal data included and/or processed through the MBD Technology, the data controlling Beneficiary undertakes to bind any and all of their data processors, including if necessary the Coordinator and/or any other HUBCAP consortium partner, to a data processing agreement in compliance with the applicable statutory data protection laws.

The Beneficiary acknowledges that the Coordinator and any other HUBCAP consortium partners, if appointed as data processors, are not responsible for compliance with any data protection or privacy law applicable to the Beneficiary and not directly, explicitly and specifically applicable to data processors.

# Article 11 – Financial audits and controls

The EC may, at any time during the implementation of the Project and up to five years after the end of the HUBCAP project (foreseen 31st December 2022), arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including the European Anti‐Fraud Office (OLAF), on the Beneficiary. The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic, and other aspects (such as accounting and management principles) relating to the proper execution of the Grant Agreement. They shall be carried out on a confidential basis.

The Beneficiary shall make available directly to the EC all detailed information and data that may be requested by the EC or any representative authorised by it, with a view to verifying that the Grant Agreement is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it. This information and data must be precise, complete, and effective.

The Beneficiary shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies ‐ of all documents relating to the Contract until 2027. These shall be made available to the EC where requested during any audit under the Grant Agreement.

In order to carry out these audits, the Beneficiary 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 Beneficiary’s offices, to its computer data, to its accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the project. They shall ensure that the information is readily available on the spot during the time of the audit and, if so requested, that data be handed over in an appropriate form.

Based on the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the beneficiary 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 beneficiary concerned within two months of expiry of the aforesaid deadline.

On the basis of the conclusions of the audit, 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 in order to protect the European Communities’ financial interests against fraud and other irregularities.

# 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 Beneficiary SME shall not be entitled to act or to make legally binding declarations on behalf of the Coordinator or any other HUBCAP 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 Beneficiary and any HUBCAP consortium partner.

No rights or obligations of the Beneficiary arising from this Contract may be assigned or transferred, in whole or in part, and no obligations of the Beneficiary may be sub-contracted, without the Coordinator’s prior formal written approval; and such approval shall not exempt the Beneficiary from any of its obligations hereunder. The Beneficiary shall ensure that any permitted sub-Coordinator is bound by the same obligations as provided hereunder.

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

# Article 13 – Applicable Law

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

# Article 14 – Settlement of disputes

The Parties shall endeavor to settle their disputes amicably.

If, and to the extent that, any such dispute, controversy or claim has not been settled amicably the courts of Brussels shall have exclusive jurisdiction.

The language to be used in the court proceedings shall be English unless otherwise agreed upon.

Nothing in this Contract shall limit the Parties' right to seek injunctive relief in any applicable competent court.

AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorized representatives in three (2) copies:

|  |  |
| --- | --- |
| For [Entity] (the Beneficiary)  Mr/Ms [NAME SURNAME]  [POSITION\_IN\_COMPANY] if applicable  Signature  Done at \_\_\_\_\_\_\_\_\_\_ on DD/MM/YEAR | For Aarhus University (the Coordinator)  Mr/Ms [NAME SURNAME]  Head of Department  Signature  Done at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on DD/MM/YEAR |