

Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of Third Party Partner>

For financial support to third parties under Article 15 of Grant Agreement number 871582 — NGlatlantic.eu

THIS CONTRACT is made between:

- (1) **WATERFORD INSTITUTE OF TECHNOLOGY** - whose legal address is Cork Road, Waterford, County Waterford, Ireland, X91 KOEK (hereinafter called "**WATERFORD INSTITUTE OF TECHNOLOGY**")
- And
- (2) **<Complete Legal Name and Address of Third-Party Partner>** (hereinafter called "**PARTNER**")

who shall be the "parties" to this Contract:

WHEREAS **WATERFORD INSTITUTE OF TECHNOLOGY** is the coordinator of project "NGlatlantic.eu - A Collaborative platform for EU-US NGI experiments", that receives European Union funding under Horizon 2020 Grant Agreement number 871582 – NGlatlantic.eu, and

WHEREAS NGlatlantic.eu has reserved funds to provide financial support to third parties under Article 15 of Grant Agreement¹ number 871582 — NGlatlantic.eu through an open call process, and

WHEREAS **WATERFORD INSTITUTE OF TECHNOLOGY** is the one of 5 beneficiaries in Grant Agreement number 871582 – NGlatlantic.eu authorized to contract the third parties who are successful in the NGlatlantic.eu open call process, and

WHEREAS **PARTNER** is a third party receiving financial support for the research project submitted as DoW to the NGIAtlantic Open Call No. **x** as defined in Annex 1 hereto ("Work") and which is critical to the success of the delivery of research work under the aforementioned Grant Agreement; and the work of this project must be performed within the timeframe and deadlines of the NGlatlantic.eu's Open Call **x**.

WATERFORD INSTITUTE OF TECHNOLOGY and **PARTNER** now agree the following **Contract** for performance of research by **PARTNER** as part of the aforementioned **Grant Agreement**.

The Contract:

1. Definitions

In this Contract and unless the context requires otherwise, the following words and phrases shall have the meanings detailed below:

¹ Article 15 of Grant Agreement number 871582 — NGlatlantic.eu is equal to the Article 15 of the Model Grant Agreement. The MGA is available at http://ec.europa.eu/research/participants/data/ref/h2020/mga/gga/h2020-mga-gga-multi_en.pdf

Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of Third Party Partner>

For financial support to third parties under Article 15 of Grant Agreement number 871582 — NGLatlantic.eu

“**Contract**” shall mean this Contract, together with its annexes and any modifications agreed in writing by the parties.

“**Grant Agreement**” means Horizon 2020 Grant Agreement 871582 for project NGLatlantic.eu as awarded to WATERFORD INSTITUTE OF TECHNOLOGY and 4 additional beneficiaries, which follows the H2020 Model Grant Agreement, whose latest annotated full version can be found [here](#)² for further reference.

“**IPR**” shall mean any intellectual property right (including know-how) in any form, e.g. invention, copyright (including software), patent of any description, trade mark, trade dress, domain name, registered design right, design right and any registered protection for any of the foregoing including any application for such protection.

“**Foreground**” shall mean IPR generated pursuant to the performance of the Work and includes the Results of the Work.

“**Background**” IPR shall mean that which is not Foreground.

“**Description of Work**” is the description of the tasks as presented in Annex 1 to this **Contract**.

“**Work**” shall mean any work carried out or to be carried out under this Contract as specified in the “Description of Work” in Annex 1 to this **Contract**, and any modifications to that agreed between WATERFORD INSTITUTE OF TECHNOLOGY and the PARTNER.

“**Research**” shall mean the items or services specified as such in the Scope of Work.

“**Results of the Work**” shall mean any direct results of performing the Work, “**Monitoring**” shall mean monitoring, reviewing, and coaching of the undertaken EU – US experiments project funded under the Open Calls of NGLatlantic.eu (See Annex 3).

“**Partner set up form**” shall mean that the document the PARTNER must submit to WATERFORD INSTITUTE OF TECHNOLOGY in order to get set up in their partner system (See Annex 4).

2.0 Effectiveness of this Contract

The start date of this Contract shall be <Start Date> and shall be made effective by signature by both parties.

3.0 Terms and Conditions

In addition to the terms and conditions of this contract, the terms and conditions of the Horizon 2020 Grant Agreement number 871582 – NGLatlantic.eu under which the work is performed also apply mutatis mutandis to this **Contract** to ensure that the European Commission (EC) the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 of the Model Grant Agreement towards **PARTNER**. Furthermore, the obligations of the **PARTNER** include the obligations under articles 35, 36, 38, and 46. In case of

² https://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf

**Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of
Third Party Partner>**

**For financial support to third parties under Article 15 of Grant Agreement
number 871582 — NGLatlantic.eu**

any conflict between the provisions of this CONTRACT and those of the Grant Agreement, those of the Grant Agreement shall take order of precedence.

The above referenced articles of the Grant Agreement cover:

- Article 22 – Checks, reviews, audits and investigations — Extension of findings
 - Checks, reviews and audits by the EC;
 - Investigations by the European Anti-Fraud Office (OLAF);
 - Checks and audits by the European Court of Auditors (ECA);
 - Checks, reviews, audits and investigations for international organisations;
 - Consequences of findings in checks, reviews, audits and investigations — Extension of findings;
 - Consequences of non-compliance.
- Article 23 – Evaluation of the impact of the action
 - Right to evaluate the impact of the action;
 - Consequences of non-compliance.
- Article 35 – Conflict of interest
 - Obligation to avoid a conflict of interests;
 - Consequences of non-compliance.
- Article 36 – Confidentiality
 - General obligation to maintain confidentiality;
 - Consequences of non-compliance.
- Article 38 – Promoting the action – Visibility of EU funding
 - Communication activities by beneficiaries;
 - Communication activities by the EC;
 - Consequences of non-compliance.
- Article 46 – Liability for damages
 - Liability of the EC;
 - Liability of the beneficiaries.

If the project team is composed of more than one partner, the PARTNER must ensure that its obligations under this Agreement also apply to any other Project partners. In addition, the PARTNER must ensure that the Project partners have internal arrangements regarding their operation and co-ordination to ensure that the Project is implemented properly. These internal arrangements must be set out in a written 'consortium agreement' between the partners, which may cover:

- legal representation;
- internal organisation of the project team;
- distribution of financial support;
- intellectual property rights.

Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of Third Party Partner>

For financial support to third parties under Article 15 of Grant Agreement number 871582 — NGLatlantic.eu

4.0 Performance

- 4.1 PARTNER shall perform its work under this Contract in accordance with the requirements of the Description of Work.
- 4.2 PARTNER shall endeavour to ensure that all Work is performed to the highest professional standards and shall be responsible for the quality and timeliness of its research under this Contract.
- 4.3 PARTNER will perform its research according to the following standards:
- (i) PARTNER and WATERFORD INSTITUTE OF TECHNOLOGY must be available during normal working hours to discuss the work in progress and respond to technical and/or administrative requests;
 - (ii) The Personnel offered for the performance of the work must have the necessary competence to perform the work and must be announced in advance to WATERFORD INSTITUTE OF TECHNOLOGY.

5.0 Forwarding of Funds

WATERFORD INSTITUTE OF TECHNOLOGY as a grantee of a EU funding is forwarding parts of the funding to PARTNER. The objective of the funding is to enable research for the benefit of the general public.

The forwarded sum and the payment terms, shall be as specified by the payment plan in Annex 2 to this CONTRACT.

Notwithstanding the commitments in the payment plan, Payments will only be done by WATERFORD INSTITUTE OF TECHNOLOGY subsequent to receiving the corresponding funding from the European Commission.

As with all H2020 projects, the final 15% payment will only be paid after the completion and approval of all Work of the Project by the European Commission.

PARTNER shall strictly abide by all H2020 provisions concerning reporting, cost calculations and invoicing, and adhere to all instructions contained in H2020 Annotated Model Grant Agreement³ when completing its invoices.

6.0 Scientific Standards

- 6.1 PARTNER shall perform the research as defined in the Description of Work.
- 6.2 After reception of part or all of the research as defined in the Description of Work, WATERFORD INSTITUTE OF TECHNOLOGY may the PARTNER to revise the research to reach the agreed standards as per Description of Work.

Failure to supply the work or service to a satisfactory standard, as per clause 4.2, by the final date for that task as set out in the Description of Work shall oblige WATERFORD INSTITUTE OF TECHNOLOGY to withhold corresponding payment and/or claim back the respective part of the advance payment.

In the case where part or all of the research has not been supplied to the standard required and an opportunity to revise has not been successful, PARTNER

³ http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf

Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of Third Party Partner>

For financial support to third parties under Article 15 of Grant Agreement number 871582 — NGLatlantic.eu

undertakes to return any payment or prepayment received for this research within 30 days.

All reports must be drawn up using the forms and templates provided by the Waterford Institute of Technology. All reports and deliverables, when appropriate, required by this **CONTRACT** shall be in English.

7.0 Intellectual Property Rights

PARTNER ensures full compliance with all IPR provisions under the H2020 Model Grant Agreement.

PARTNER shall take all reasonable precautions to avoid the inclusion of third party IPR in the Results of the Work, and to avoid making the use of the Foreground subject to third party IPR, and to avoid giving advice the following of which would result in the infringement of third party IPR.

PARTNER ensure that the supply and use of their Personnel and performance of research in accordance with this **CONTRACT** does not and will not wilfully infringe any IPR belonging to WATERFORD INSTITUTE OF TECHNOLOGY, and/or any of the NGLatlantic.eu beneficiaries or any third party.

As H2020 Model Grant Agreement shall apply, IPR to the Results of the Work generated by the PARTNER shall be owned by the PARTNER as specified in article 26 of H2020 Model Grant Agreement. In the event of multiple partners, the allocation and terms of exercise of any joint ownership of results arising between the partners will be agreed in writing between themselves to ensure compliance with the Grant Agreement.

7.1 Dissemination of Results

PARTNER has the unlimited right to publish the Results of the Work.

8.0 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 the Project during its implementation 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".

8.1 The Recipients hereby undertake in addition and without prejudice to any provisions of the Grant Agreement, for a period of 4 years after the end of the Project:

- 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;

**Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of
Third Party Partner>**

**For financial support to third parties under Article 15 of Grant Agreement
number 871582 — NGLatlantic.eu**

- 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.

- 8.2 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.
- 8.3 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, subject to the provision Section 10.7 hereunder.
- 8.4 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.
- 8.5 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.

**Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of
Third Party Partner>**

**For financial support to third parties under Article 15 of Grant Agreement
number 871582 — NGLatlantic.eu**

- 8.6 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, 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.

9.0 Liabilities

- 9.1 PARTNER shall use all reasonable endeavours to ensure the accuracy of any information it supplies under this Contract and shall be responsible for any direct loss or damage arising out of any inaccuracies or omissions, which are the result of its wilful intent.
- 9.2 PARTNER shall promptly notify WATERFORD INSTITUTE OF TECHNOLOGY of any claim arising relevant to 9.1. WATERFORD INSTITUTE OF TECHNOLOGY cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of implementing the Agreement, including for gross negligence. WATERFORD INSTITUTE OF TECHNOLOGY cannot be held liable for any damage caused by any of the beneficiaries or third parties involved in this action, as a consequence of implementing the Agreement.
- 9.3 PARTNER shall promptly notify WATERFORD INSTITUTE OF TECHNOLOGY of any claim arising from their performance of the work where a third party alleges harm has been caused by the actions of PARTNER in performing this contract. WATERFORD INSTITUTE OF TECHNOLOGY cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of implementing the Agreement, including for gross negligence. WATERFORD INSTITUTE OF TECHNOLOGY cannot be held liable for any damage caused by any of the beneficiaries or third parties involved in this action, as a consequence of implementing the Agreement.
- 9.4 PARTNER's overall liability under this contract is limited to the value of PARTNER's share of this contract, except for damages caused by wilful intent.
- 9.5 Upon request, PARTNER shall inform WATERFORD INSTITUTE OF TECHNOLOGY on the essential terms and conditions of its employer's liability insurance.
- 9.6 Should in the execution of the CONTRACT a need arise to provide the European Commission or the NGLatlantic.eu beneficiaries with information which is subject to export control laws and regulations that originates from PARTNER, PARTNER shall notify WATERFORD INSTITUTE OF TECHNOLOGY to secure that such information is only provided in accordance with the provisions of such export control laws and regulations.

10 Term and Termination

**Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of
Third Party Partner>**

**For financial support to third parties under Article 15 of Grant Agreement
number 871582 — NGLatlantic.eu**

- 10.1 This Contract starts on <Start Date> and it shall terminate no later than the end date of the project as foreseen in Annex 1. In the case Grant Agreement 871582 for project NGLatlantic.eu is terminated earlier than planned, this Contract will also be terminated and work items and payments will be finalised in line with the European Commission decision to terminate the Grant Agreement 871582 for the NGLatlantic.eu project.
- 10.2 If either party breaches any conditions of this Contract and fails to remedy such breach within thirty days after receipt of a written notice from the other party, the party giving notice may, at its option and in addition to any other remedies that it may have, terminate this Contract by sending notice of termination in writing to the other party and such termination shall be effective as the date of the receipt of such notice, and any benefits of the Contract in respect of the other party shall cease.
- 10.3 Notwithstanding termination or cessation of this Contract, clauses 7, 8 and 9 shall remain in force.

11.0 Force Majeure

If any party is rendered unable by circumstances of Force Majeure to fulfil any of its obligations under this **CONTRACT**, such party, by giving notice and reasonably full particulars to the other party promptly after the occurrence of such Force Majeure, shall be excused from the performance of such obligations during the continuance of such inability so caused, so far as and to the extent that the obligations are affected by such Force Majeure, that such party shall be relieved of the liability for failure to fulfil the same during such period provided that the cause of such inability shall be remedied so far as is possible with reasonable despatch. For the purpose of this Contract, the term "Force Majeure" means an occurrence beyond the control of the party affected and which, by acting in a reasonable and prudent manner, said party is unable to prevent such as acts of God, state of war, riot, epidemics, atmospheric disturbance, lightning, storm, hurricane, earthquake, landslide, strikes and lock-outs.

12.0 Amendments, Variation

Amendments or variations of this Contract or any of the rights or obligations of WATERFORD INSTITUTE OF TECHNOLOGY or PARTNER herein shall only be effective when expressed in writing and signed by both parties.

13.0 Waiver

No delay, neglect or forbearance in enforcing against any term or condition of this Contract shall be deemed to be a waiver or in any way prejudice any rights under this Contract unless in writing and signed by the parties.

14.0 Enforceability

The invalidity or unenforceability for any reason of any provision of this Contract shall not prejudice the validity or enforceability of the remainder. The parties shall seek to agree an amendment of this Contract such that the amended contract has as near as possible the same effect as intended in the original Contract.

15.0 Notice

**Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of
Third Party Partner>**

**For financial support to third parties under Article 15 of Grant Agreement
number 871582 — NGLatlantic.eu**

Any notice to be given under this Contract may be first sent as a PDF file attached to an eMail and must be acknowledged by the receiving party on receipt. If not acknowledged by eMail, then it shall be forwarded by letter post to the addressee at its business address as last notified in writing to the other party.

The PARTNER must immediately inform Waterford Institute of Technology of any of the following:

- change of contact person(s) and/or contact details of the Partner;
- events which are likely to affect significantly or delay the implementation of the Project or delivering the Project's goals or the Commission's financial interests, in particular changes in its legal, financial, technical, organisational or ownership situation;
- circumstances affecting the decision to award the financial support or non-compliance with requirements under this Agreement.

Any communication or request concerning this Agreement shall identify the PARTNER agreement number, the nature and details of the request or communication and be submitted to the following addresses:

For the Waterford Institute of Technology:

Name: James Clarke

Address: TSSG, Waterford Institute of Technology, Waterford, Rep. of Ireland

Email: jclarke@tssg.org

Phone: 00 353 87 2323931

For the PARTNER:

Name: **Add name**

Address: **Add address**

Email: **Add email**

Phone: **Add Phone number**

16.0 Relationship of the Parties

**Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of
Third Party Partner>**

**For financial support to third parties under Article 15 of Grant Agreement
number 871582 — NGLatlantic.eu**

Nothing in this Contract shall be construed as establishing or implying any partnership or joint venture between the parties hereto and nothing in this Contract shall be deemed to constitute either of the parties hereto as the agent of the other or authorise either party:

- (i) to incur any expense on behalf of the other party;
- (ii) to enter into any engagement or make any representation or warranty on behalf of the other party;
- (iii) to pledge the credit of or otherwise bind or oblige the other party; or
- (iv) to commit the other party in any way whatsoever without in each case obtaining the prior written consent of the party concerned.

The sole exception to this section is where such an action is foreseen and the conditions allowing it are described in the scope of the work (Annex 1).

17.0 Assignment

This Contract shall not be assigned or transferred by either party except with the written consent of the other party.

18.0 Applicable Law

This Contract shall be governed by and construed in all respects by the laws of Ireland. The Court of jurisdiction is Dublin, Ireland.

19.0 Dispute Resolution

19.1 WATERFORD INSTITUTE OF TECHNOLOGY and PARTNER will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation.

19.2 All disputes arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be finally settled by arbitration according to the ICC (International Chamber of Commerce) Rules of Arbitration ("RULES"). Arbitration proceedings shall take place in Dublin, Ireland, and the language of the proceedings shall be English.

20.0 Headings

The headings used for the terms and conditions in this Contract are for reference purposes only and shall not affect the construction of the Contract.

Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of Third Party Partner>

For financial support to third parties under Article 15 of Grant Agreement number 871582 — NGlatlantic.eu

WATERFORD INSTITUTE OF TECHNOLOGY and **PARTNER** now agree the above **Contract** for the performance of research by **PARTNER** under the aforementioned Grant Agreement 871582 for project NGlatlantic.eu

Signed for and on behalf of
WATERFORD INSTITUTE OF TECHNOLOGY

Signed for and on behalf of
PARTNER

.....
Technology Transfer Manager
Title

.....
<NAME>
<TITLE>

Date.....

Date.....

**Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of
Third Party Partner>**

**For financial support to third parties under Article 15 of Grant Agreement
number 871582 — NGlatlantic.eu**

ANNEXES:

Annex 1 to this Contract: The agreed Description of Work (DoW)

The DoW is based on the Partners' proposal including any adjustments agreed in the contracting phase e.g. timing of deliverables.

Description of work is provided in the attached proposal "<Project Title>" submitted to the NGlatlantic.eu Open Call **x**.

Plan for submitting the deliverables in the proposal is complemented by mandatory deliverables described under point 2 of the Annex 2 to this contract.

End of Annex 1

Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of Third Party Partner>

For financial support to third parties under Article 15 of Grant Agreement number 871582 — NGIatlantic.eu

Annex 2 to this Contract: Payment plan and working practices for the above DoW

The payment plan will cover any payments(s), including interim payments based on achievements/deliverables, the final payment and any other financial conditions. This annex also presents the standard NGIatlantic.eu project requirements for contributions to management, reporting, attending meetings and providing deliverables.

Annexes to this Contract not attached hereto, but available to both parties, when project is deemed successful.

1) Maximum financial support for the PARTNER: €<Enter amount>

2) Mandatory deliverables to be provided by the PARTNER:

- D1 – <write end date of 1st month> - Detailed experiment description and implementation / execution plan (Confidential);
- D2 – <write mid date of the experiment> – Report on experiment implementation and execution – Experience on experiment implementation and execution (Project internal – to be disclosed upon consortium decision);
- D3 – <write final date of the experiment> – Final report and experiment results (Public).

3) Payment plan:

- 40% of the maximum financial support after approval of D2 by NGIAtlantic.eu consortium;
- 45% of the maximum financial support after approval of D3 by NGIAtlantic.eu consortium;
- 15% of the maximum financial support after the successful review of the project that includes the first two payments for the open call projects, only after approval of the PARTNER's work by EC and independent reviewers. The final total amount to be paid to the PARTNER will be defined after approval of the final PARTNER's report (see below), which cannot be higher than the maximum financial support defined above.

4) Reporting

- Intermediate report on usage of the PARTNER's resources to fulfil this contract (number of person months spent, personnel and other costs, as well as related indirect costs) for first half period of the project must be provided to the NGIAtlantic.eu coordinator until <D2 date>.
- Final report on usage of the PARTNER's resources for entire duration of the contract until <D3 date>.
- The final report must be accompanied by corresponding request for payment from the PARTNER and evidence the money has been spent.

5) Participation at NGIAtlantic.eu meetings

- The PARTNER should ensure representation at the NGIAtlantic.eu meetings and audio/video mentoring / coaching audio conferences, as requested by the NGIAtlantic.eu consortium and as recorded in the corresponding meeting minutes and notes. (See Annex 3)

**Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of
Third Party Partner>**

**For financial support to third parties under Article 15 of Grant Agreement
number 871582 — NGIatlantic.eu**

- If selected, the PARTNER representation at an NGIAtlantic.eu review meeting, if required by EC, is mandatory.

End of Annex 2

**Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of
Third Party Partner>**

**For financial support to third parties under Article 15 of Grant Agreement
number 871582 — NGIatlantic.eu**

Annex 3. MONITORING agreement

This Agreement is devised to ensure Experimenters and the monitoring team develop a mutual understanding of expectations from the outset of their partnership. This agreement will help each Experimenter / Monitor pair:

- Establish communication expectations;
- Identify goals for this Monitoring partnership;
- Outline boundaries around the Monitoring partnership.

As an Experimenter, I agree to:

1. Carry out all meetings with my Experiment Monitoring Team (EMT), at the agreed deliverable reviews during the duration of the entire project.
2. Communicate with the Experiment Monitoring Team (EMT) via email and attend scheduled audio / video conferences. Communication will be during the normal working week 9am-5pm CET / CEST only.
3. Meetings will usually last in the region of 60 minutes. Timeliness is to be respected.
4. Give the Experiment Monitoring Team (EMT) advance notice of the cancellation of any pre-arranged meetings and attempt to reschedule promptly.
5. Review my progress as I work towards my identified experiment goals.
6. Devote an optimum amount of time to the monitoring partnership.
7. Agree on a voluntary basis, to attend mentoring / coaching calls, boot-camps or other training events as co-arranged by NGIatlantic.eu and other NGI initiatives. These are organised from time-to-time by "mentors" from a pool of NGI experts with deep experience in innovation, business development and commercialization from a variety of ICT-areas (future internet, cloud, content, components and systems, robotics, data privacy, blockchain, machine learning, etc.) and areas benefiting from ICT (health, environment, space, transport, security etc.).
8. Contact the NGIatlantic.eu Co-ordinator as soon as possible if I'm no longer able to commit to the Monitoring partnership.

Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of Third Party Partner>

For financial support to third parties under Article 15 of Grant Agreement number 871582 — NGlatlantic.eu

As a member of the Experiment Monitoring Team (EMT), I agree to:

1. Provide guidance, support and encouragement to my Experimenters as they work toward identified Experiment goals.
2. Commit to interaction with Experimenters at the agreed deliverable reviews during the duration of the entire project.
3. Communicate with my Experimenters via email and attend scheduled audio / video conferences as agreed with my Experimenters. Communication will be during the normal working week 9am-5pm only.
4. Meetings will usually last in the region of 60 minutes. Timeliness is to be respected.
5. Give my Experimenters advance notice of the cancellation of any pre-arranged meetings and attempt to reschedule promptly.
6. Devote an optimum amount of time to the monitoring partnership.
7. Provide awareness of and encourage participation in: mentoring calls, boot-camps or coaching or other training events as arranged from time-to-time by NGlatlantic.eu or other NGI initiatives.
8. Keep confidential information disclosed within the monitoring meetings confidential and maintain safe private systems for the recording of such information.
9. Contact the NGlatlantic.eu Co-ordinator as soon as possible if I'm no longer able to commit to the Experiment Monitoring Team (EMT).

This agreement applies to the experiment team lead by [<PI Name>] and the associated partners of the experiment titled [<Experiment title>].

End of Annex 3

Contract between WATERFORD INSTITUTE OF TECHNOLOGY and <Name of
Third Party Partner>

For financial support to third parties under Article 15 of Grant Agreement
number 871582 — NGlatlantic.eu

Annex 4: NEW PARTNER SET UP FORM REQUEST

This will be added upon pre-selection.

End of Annex 4