

FRAMEWORK AGREEMENT

concluded

between

Northern Dimension Partnership on Culture Secretariat

as the Lead Procurer

and

[...]

as the Supplier

for public procurement of R&D services on behalf of the Procurers
in a PCP process

[...] 2025

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This is a framework agreement ("**Agreement**" or "**Framework Agreement**"), dated [...] 2025, between the following parties:

on the one hand,

the contracting authority **Northern Dimension Partnership on Culture Secretariat**, a legal entity organized and existing under the laws of Latvia under registration number 00000000985 with registered office address at Grēcinieku iela 9, 3rd floor, LV-1050, Riga, Latvia ("**Lead Procurer**"),

acting in the name and on behalf of itself as one of Procurers and the members of the Buyers Group:

- 1) **Danish Cultural Institute (in Danish – Dansk Kulturinstitut)**, a legal entity organized and existing under the laws of Denmark under registration number 10277728 with registered office address at Vartov, Farvergade 27L, 2., DK-1463, Copenhagen, Denmark;
- 2) **Riga Municipal Agency "Riga Energy Agency" (in Latvian – Rīgas pašvaldības aģentūra "Rīgas enerģētikas aģentūra")**, a legal entity organized and existing under the laws of Latvia under registration number 40900026806 with registered office address at Torņa Street 4, LV-1050, Riga, Latvia;
- 3) **Pomeranian Science and Technology Park Gdynia | Design Centre – budgetary unit of Municipality of Gdynia (in Polish – Pomorski Park Naukowo-Technologiczny Gdynia | Centrum Designu - jednostka budżetowa Gminy Miasta Gdyni)**, a legal entity organized and existing under the laws of Poland under registration number 5862312326 with registered office address at al. Zwycięstwa 96/98, 81-451, Gdynia, Poland;
- 4) **Association "Pomorskie in the European Union" (in Polish – Stowarzyszenie „Pomorskie w Unii Europejskiej")**, a legal entity organized and existing under the laws of Poland under registration number 5832881404 with registered office address at ul. Okopowa 21/27, 80-810, Gdansk, Poland;
- 5) **City of Turku (in Finnish – Turun kaupunki)**, a legal entity organized and existing under the laws of Finland under registration number 0204819-8 with registered office address at Yliopistonkatu 27 A, 20100, Turku, Finland;
- 6) **Valonia / Regional Council of Southwest Finland (in Finnish – Valonia / Varsinais-Suomen liitto)**, a legal entity organized and existing under the laws of Finland under registration number 0922305-9 with registered office address at PL 237 (Linnankatu 52 B), 20102, Turku, Finland;
- 7) **Humak University of Applied Sciences (in Finnish – Suomen Humanistinen Ammattikorkeakoulu Oy)**, a legal entity organized and existing under the laws of Finland under registration number 1474763-1 with registered office address at Harjattulantie 80, 20960, Turku, Finland;
- 8) **Tallinn Business Incubators Foundation (in Estonian – Sihtasutus Tallinna Ettevõtlusinkubaatorid)**, a legal entity organized and existing under the laws of Estonia under registration number 90009231 with registered office address at Veerenni 24, 10135, Tallinn, Estonia;
- 9) **Anschar GmbH (in German – Anschar Kultur- und Kreativwirtschaft-Projektentwicklungs- und Geschäftsführungs- GmbH)**, a legal entity organized and existing under the laws of Germany under registration number DE324569947 with registered office address at Weimarer Straße 6, 24106, Kiel, Germany;
- 10) **Zero Waste Kiel e.V.**, a legal entity organized and existing under the laws of Germany under registration number VR-6482 KI with registered office address at C/O Starterkitchen, Kuhnkestr. 6, 24118, Kiel, Germany;
- 11) **Heinrich Böll Foundation Schleswig-Holstein e.V.**, a legal entity organized and existing under the laws of Germany under registration number 20/290/70366 with registered office address at Weimarer Str. 6, 24106, Kiel, Germany;

(each listed entity individually “**member of the Buyers Group**” and together with the Lead Procurer – “**Procurers**”),

and on the other hand,

[details of the supplier / consortia of suppliers, if applicable] (“**Supplier**”).

The Lead Procurer, Procurers and the Supplier shall be referred to together as the “**Parties**” and each individually as a “**Party**”.

WHEREAS

- (A) the Procurers desire to fully implement and achieve the results required by the Creative Circular Cities (“CCC”) project #C047 that is funded by the European Union’s ERDF fund under the Interreg Programme “Interreg Baltic Sea Region”, CCI 2021TC16FFTN003 (“**Project**”);
- (B) one of the Project’s activities envisages subcontracting external service providers in a pre-commercial procurement to support the development of innovative solutions addressing circular economy challenges (“**PCP**”). In particular, as detailed in the Request for Tenders attached to this Framework Agreement as Annex 1, this procurement organised as a PCP consists of two lots addressing the following challenges:
 - i. How might we create an accessible, unified platform or system that connects service providers contributing to the circular economy, making it easier for customers to discover and use their services?
 - ii. How might we implement an interoperable, citywide system or solution to eliminate single use materials (such as cups, plates, and cutlery) at public events?
- (C) PCP will be implemented as a fast-track PCP in two Phases as detailed in the Request for Tenders;
- (D) the Supplier submitted a tender in response to a call for tenders [reference to the publication in TED] as attached to this Framework Agreement in Annex 2 and was selected as the successful tenderer based on the evaluation criteria set out in the Request for Tenders;
- (E) this PCP is exempted from the WTO Government Procurement Agreement (GPA), the EU public procurement directives and the national laws that implement them as per Article 3 (2) of the Latvian Public Procurement Law;
- (F) by signing this Framework Agreement, the Parties agree to implement the PCP in accordance with the Agreement and all the obligations it sets out.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND EXPLANATIONS

In this Agreement the following terms and expressions have the following meaning (with the singular including the plural and vice versa where appropriate):

“**background**” means any material, document, technology, solution, data, know-how or information (background material) – whatever its form or nature (tangible or intangible), regardless of whether or not it can be protected, including any attached rights such as intellectual property rights (“background IPRs”) – that (i) is held prior to the signing of the Framework Agreement or a Specific Contract, (ii) identified by the Parties involved in the PCP as background and (iii) needed to implement the PCP or exploit the results of the PCP.

“**background rights**” means any rights, including industrial and intellectual property rights on background. They may consist in a right of ownership, a licence right and/or right of use belonging to the Supplier, the creator, the Lead Procurer, members of the Buyers Group or to any other third parties, including subcontractors, if any.

“EU” means the European Union and for the purposes of this agreement includes any of its agencies and Interreg Baltic Sea Region Managing Authority / Joint Secretariat IB.SH Investitionsbank Schleswig-Holstein, Grubenstraße 20, 18055 Rostock, Germany.

“EU granting authority” means Interreg Baltic Sea Region Managing Authority / Joint Secretariat IB.SH Investitionsbank Schleswig-Holstein, Grubenstraße 20, 18055 Rostock, Germany.

“fair and reasonable conditions” means appropriate conditions, including financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access (*for example, the actual or potential value of the results, background or sideground to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged*).

“generated in the PCP” means in the implementation of activities described in the Framework Agreement or Specific Contracts.

“IPRs” means intellectual property rights.

“not generated in the PCP” means not generated in the implementation of activities described in the Framework Agreement or Specific Contracts.

“PCP” means pre-commercial procurement.

“Phase” means a distinct stage in the PCP process with specific objectives, deliverables and evaluation criteria as specified in the Request for Tenders.

“pre-existing material” means any material, document, technology, solution, information, data or know-how, whatever its form or nature, tangible or intangible, regardless of whether or not it can be protected, which exists prior to the Supplier using it for the production of a result in the implementation of the Framework Agreement or a Specific Contract. It includes both the background material and the sideground material.

“pre-existing rights” means any rights, including industrial and intellectual property rights on pre-existing material. It may consist in a right of ownership, a licence right and/or right of use belonging to the Supplier, the creator, the Lead Procurer, any member of the Buyers Group as well as to any other third parties, including subcontractors. It includes both background rights and sideground rights.

“R&D” means research and development.

“Regulation 2016/679” means Regulation (EU) 2016/679 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, and repealing Directive 9-5/46/EC (General Data Protection Regulation).

“results” means any tangible or intangible output that is generated in the PCP, whatever its form or nature, whether or not it can be protected. This includes any material, document, technology, solution, data, knowledge or information (foreground material) as well as any rights attached to it, including intellectual property rights (“rights on the results” or “IPRs attached to the results”).

“Request for Tenders” means PCP documentation as published in the relevant call for tenders and attached to this Agreement as Annex 1.

“rights on the results” means any rights, including industrial or intellectual property rights on the results. They may consist of rights on newly created materials and rights on pre-existing materials (background rights and sideground rights) that are included in the results. They may consist in a right of ownership, a licence right and/or right of use belonging to the Supplier, the creator, the Lead Procurer, members of the Buyers Group or to any other third parties, including subcontractors, if any.

“sideground” means any material, document, technology, solution, data, know-how or information (sideground material) – whatever its form or nature (tangible or intangible), regardless of whether or not it can be protected, including any attached rights such as intellectual property rights (“sideground IPRs”) – that is (i) generated during the timespan of the PCP but not in the PCP and (ii) needed to implement the PCP or to exploit the results of the PCP.

“sideground rights” means any rights, including industrial and intellectual property rights on sideground material. They may consist in a right of ownership, a licence right and/or right of use belonging to the Supplier, the creator, the Lead Procurer, members of the Buyers Group or to any other third parties, including subcontractors, if any.

“Specific Contract” means an agreement between the parties detailing the particulars of desired R&D services and other material terms entered into separately for implementation of each Phase.

2. PCP

2.1. Subject of the Agreement

2.1.1. This Framework Agreement defines the general terms and conditions for the implementation of the PCP for R&D services set out in the Specific Contracts that are or may be awarded for each of the PCP Phases.

2.2. Duration

2.2.1. This Framework Agreement shall commence on the date provided in Clause 17.7 below and shall remain in effect for a period of time until all Parties' obligations are fulfilled which in any case shall be no longer than 12 (twelve) months from the date provided in Clause 17.7 unless terminated earlier in accordance with the provisions of this Framework Agreement.

2.2.2. This Framework Agreement may be renewed or extended only by mutual written agreement of the Parties.

2.3. R&D services to be provided

2.3.1. The Supplier shall provide the R&D services (tasks, deliverables and milestones) to develop solutions to tackle the challenges set out in the Request for Tender and the Specific Contracts.

2.4. Pricing, payment and accounting

2.4.1. The price for the R&D services to be implemented for each PCP Phase will be set out in the Specific Contracts. The prices shall be based on the binding unit prices in the Request for Tender.

2.4.2. The Supplier shall be paid for the provided R&D services by each of the Procurers in proportion indicated by the Lead Procurer on the basis of invoices issued by the Supplier to each respective Procurer. The Parties shall respect the payment arrangements set out in the Specific Contracts.

3. DELIVERY AND ACCEPTANCE OF R&D SERVICES

3.1. Procedure for delivery and acceptance

3.1.1. The Supplier shall deliver the R&D services to the Procurers in accordance with the time schedule set out in each Specific Contract. Delivery of the R&D services shall be accompanied by a written notice of delivery and acceptance issued by the Supplier.

3.1.2. The Supplier shall complete all formalities necessary for the delivery of the R&D services in accordance with the Framework Agreement and Specific Contracts and shall be liable for all costs or delay resulting therefrom.

3.1.3. Upon delivery of the R&D services, the Lead Procurer or any member of the Buyers Group shall be entitled to carry out a detailed inspection, including tests, to verify their conformity with the Framework Agreement and/or Specific Contracts.

3.1.4. The Supplier may refuse accepting R&D services or any deliverable identified in any Specific Contract in the event of non-compliance with the requirements of the Framework Agreement or the relevant Specific Contract.

3.1.5. The R&D services shall be deemed accepted by the Procurers only upon countersignature by the Lead Procurer of a written notice of delivery and acceptance.

4. RIGHTS ON THE RESULTS

4.1. General obligations

- 4.1.1. The Supplier is responsible for ensuring that all third parties that it collaborates with during and after the Framework Agreement and the Specific Contracts respect all intellectual and industrial property-related obligations towards the Procurers and must pass on its obligations to those entities.
- 4.1.2. The Supplier must ensure that the rights of the Procurers under the Framework Agreement and the Specific Contracts are upheld under all circumstances, including in case of merger, split, takeover or other corporate restructuring.

4.2. Ownership of results

- 4.2.1. The Supplier retains the ownership of all the rights on the results that it generates. This includes the rights on newly created material generated by it and the rights on background and sideground material that may be included in the results or that is essential for the functioning of the use of the results.

4.3. Cases when the ownership of results shall be transferred to the Procurers

- 4.3.1. In case of a breach of the Agreement or the Specific Contract, in the interests of preserving public interests or to protect or commercialise the results, the Procurers may exceptionally require transfer of the ownership of results generated under this PCP procurement to them, if the Supplier:
 - (a) does not (or no longer) comply with one of the following obligations:
 - (i) 'compliance with definition of R&D services' obligation in section 3.6.2 of the Request for Tenders; or
 - (ii) 'place of performance obligation' obligation in section 3.6.4 of the Request for Tenders;
 - (b) decides not to protect the results that it generated or does not seek timely or sufficient protection to enable the Procurers to use the results as provided for in the Framework Agreement or a Specific Contract (*see Clause 5*);
 - (c) fails to commercially exploit the results within the four years time period and the circumstances of the case show that it has not used its best efforts to do so (*see Clause 7*); or
 - (d) is subject to a merger or acquisition and the impact analysis concludes that the merger or acquisition negatively impacts the access to or the commercial exploitation of the results (*see Clause 7.3*).

4.4. Procedure for transfer of the ownership of results to the Procurers

- 4.4.1. Before exercising the rights of the Procurers under Clause 4.3 (*Cases when the ownership of results shall be transferred to the Procurers*), the Lead Procurer shall first contact the Supplier to verify any measures that the Supplier has taken to achieve successful commercial exploitation of the results, to safeguard EU strategic autonomy and security interests and rules, to prevent use of the results to the detriment of the public interest and/or to comply with its obligations under this Agreement or a Specific Contract.
- 4.4.2. The request to transfer the ownership of results to the Procurers shall be expressed in writing and duly delivered to the Supplier. The Supplier shall comply with the terms of such a request and promptly transfer to the Procurers the ownership of results upon receipt of the Procurers' request.

4.4.3. Following the transfer of the ownership of the results to the Procurers, the Lead Procurer or any member of the Buyers Group may grant licenses to third parties to ensure further protection, usage and commercial exploitation of the results (*see Clause 7*).

4.4.4. The Supplier shall ensure that the commercial exploitation of the results by the members of the Procurers will not infringe any of its other obligations under this Framework Agreement or a Specific Contract, such as its obligations regarding security, confidentiality and the protection of intellectual property or its obligations under data protection legislation.

5. PROTECTION OF THE RIGHTS ON THE RESULTS

5.1. Management of the rights on the results

5.1.1. The Supplier shall be responsible for the management of all the rights on the results that it holds and shall bear the associated costs, including for the protection, examination, grant, maintenance, defence and litigation of the rights on the results.

5.1.2. The Lead Procurer and members of the Buyers Group shall be entitled to monitor the management of all rights on the results held by the Supplier. The Supplier shall submit periodical reports, when requested by the Lead Procurer, no more frequently than annually on the exploitation of the results, including the rights on the results, by the Supplier, its licensees or assignees. The Supplier shall respond at any time to requests for information from the Lead Procurer and Procurers about the handling of the rights on the results.

5.1.3. The Supplier shall ensure that the results are identified, recorded and carefully distinguished from the outputs of other research and development activities that are not covered by the Framework Agreement or a Specific Contract.

5.1.4. The Supplier shall inform the Lead Procurer of any results it generates that can be exploited, regardless of whether they can be protected or not, at the end of the Phase during which the Supplier generates the results. The notification shall include information about the contents of the results, the confirmation by the Supplier of its decision to protect said results, the type of protection that will be pursued and, for registered IPRs such as patents and design rights, the planned timing and geographical scope of such protection/ jurisdictions for which the Supplier will seek to obtain protection.

5.2. Protection of the results

5.2.1. If the Supplier decides to protect its results, it shall ensure that an application for protection is filed to the relevant authority (national, European Patent Office (for patents) or European Union Intellectual Property Office (for trademarks and designs)) within one year after notifying the Procurers, and in any case prior to any publication on them.

5.2.2. Where possible, the applications for protection shall include the following statement: "These results were achieved with EU support. The European Union has certain rights in these results".

5.2.3. In case of any decision not to continue an application for protection, not to pay maintenance fees, or not to defend in a re-examination or opposition proceeding, the Supplier shall notify the Procurers not less than 30 days before the deadline for responding to the procedure for protection, maintenance or litigation.

5.2.4. If the Supplier decides not to protect the results that it generated or does not seek timely or sufficient protection to enable the Lead Procurer or any member of the Buyers Group to use the results as provided for in the Framework Agreement or a Specific Contract, for example in terms of jurisdictions for registered IPRs, the Procurers retain the right to require that the Supplier transfers the ownership of the result to them so that the Lead Procurer or any member of the Buyers Group can ensure that the results are protected.

5.3. Infringements by third parties

5.3.1. If the Supplier becomes aware of any product or activity of any third party that involves or may involve infringement or other violation of the rights on the results, the Supplier shall promptly notify the Procurers of the infringement or violation.

6. USE AND ACCESS RIGHTS TO THE RESULTS

6.1. License to the Procurers

- 6.1.1. The Supplier grants the Lead Procurer and each member of the Buyers Group individually, including their affiliated entities and contractors, a royalty-free, non-exclusive, worldwide, irrevocable and non-sub-licensable (except as explicitly authorised under this Framework Agreement) license to use its results for their own purposes, during and after the Framework Agreement and Specific Contracts. The Supplier also grants a royalty-free, non-exclusive, worldwide, irrevocable and non-sub-licensable license to contractors and subcontractors of the Lead Procurer and members of the Buyers Group to practice the results for their own purposes, during and after the Framework Agreement and Specific Contracts.
- 6.1.2. For those results that are design specifications (including the rights on such type of results), the use and access rights are unlimited in duration, or at least until expiration of the attached rights if any. For the avoidance of any doubt, use for its own purposes also allows the Lead Procurer and each member of the Buyers Group (and any contracting authority appointed by the Lead Procurer or any member of the Buyers Group to implement a procurement on their behalf) to use the design specifications in tender specifications of future public procurements related to the results.
- 6.1.3. For those results that are an implementation of the design specifications into simulations, prototypes, demonstrators or first products/services, the use and access rights are limited to a duration of five years after the end of the Framework Agreement and Specific Contracts, with the aim to foster circular economy transitions at the local level, leveraging the potential of cultural and creative sectors and industries to co-develop and test innovative solutions for circular challenges, and the license is limited to use of the results for the Lead Procurer or each member of the Buyers Group, including their affiliated entities and contractors, own non-commercial purposes.
- 6.1.4. Except in exceptional conditions and subject to the conditions in Clauses 5.2 (*Protection of the results*), 7 (*Commercial exploitation of the results*) and 8 (*Transfer and licensing of results*), the Lead Procurer and members of the Buyers Group do not aim to commercially exploit/sell themselves the Supplier's results. Commercial exploitation of the Supplier's results is in the first place the responsibility of the Supplier, as specified in Clause 7 (*Commercial exploitation of the results*).

6.2. Rights granted under the license to the Procurers

- 6.2.1. Without prejudice to the rights to use and access the results for various purposes granted under Clause 6.1, the Lead Procurer, each member of the Buyers Group, their contractors and subcontractors, any contracting authority appointed by the Lead Procurer or any member of the Buyers Group to implement a procurement in their name and/or on their behalf, enjoy in particular:
 - (a) the right to make the results available to their staff and to persons and entities working for them or cooperating with them, including contractors, subcontractors;
 - (b) the right to integrate the results into the Lead Procurer's or any member's of the Buyers Group infrastructure and to use the results as part of this infrastructure (including the right to load, display, transmit and run the results on the infrastructure) at least for five years after the end of the Framework Agreement and Specific Contracts;
 - (c) the right to make the necessary copies of the results for internal distribution, archiving, back-up, correcting errors, studying or testing of the functioning of the results;
 - (d) the right to make compilations, translations, adaptations or other types of arrangements or alterations to the results as is necessary for their intended use, for example to ensure interoperability with other systems implemented by any member of the Buyers Group;
 - (e) the right to publish summaries of the results, after consultation with the Supplier to ensure that no confidential information is thereby disclosed or that the publication would not interfere with the protection of intellectual or industrial property rights. These rights are in

addition to the rights provided for by law, such as the unwaivable rights of, and exceptions for the benefit of lawful users of software or of databases, as foreseen under the applicable EU or local laws.

- 6.2.2. These rights do not allow, unless expressly permitted by the Supplier, the right for the Lead Procurer or any member of the Buyers Group to make the results available to the market, neither for free or under open licence terms (open source, open data) nor under market commercial conditions, neither to the general public nor to sectors of the economy. However, the Lead Procurer and each member of the Buyers Group reserves the right to make available to the public, even for free, any public service provided by them that makes use of the new functionalities enabled by the results that have been integrated in the Lead Procurer's or a member's of the Buyers Group's infrastructure.
- 6.2.3. The Supplier retains the right to commercial exploitation of the results, as specified in Clause 7 (*Commercial Exploitation of Results*), for any purposes of using the results beyond the scope of the current PCP. The Procurers reserve the right to require the Supplier (see Clause 6.4 (*Access rights to the results for third parties*)) to give access under fair and reasonable conditions to the results to third parties, for example to third parties interested in developing and commercialising their own use cases on top of the Lead Procurer's or a member's of the Buyers Group infrastructure.
- 6.2.4. In case of commercial exploitation of products, services or processes arising or developed from the results by the Supplier (or by entities affiliated to it or succeeding it in the ownership or development of the results), the Supplier shall ensure that the Lead Procurer and each member of the Buyers Group (or any contracting authority appointed by the Lead Procurer or any member of the Buyers Group to implement a procurement in their name and/or on their behalf) are offered the commercial products or services at the best price offered by the Supplier (or the entities affiliated or succeeding it) in similar situations to any other third party (in particular without charging for licenses or other rights which the Procurers already have under other provisions of this Framework Agreement or a Specific Contract).

6.3. Access rights to the results for the EU

- 6.3.1. The EU has the right to use non-sensitive information relating to the PCP and materials and documents received from the Procurers for policy, information, communication, dissemination and publicity purposes – during the EU grant or afterwards. This concerns notably summaries for publication, as well as any other material, such as pictures or audio-visual material, and other deliverables submitted by the Procurers to the EU, in paper or electronic form.
- 6.3.2. The right for the EU to use these materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:
 - (a) use for its own purposes (in particular, making them available to persons working for the EU granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services);
 - (b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
 - (c) editing or redrafting (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
 - (d) translation;
 - (e) storage in paper, electronic or other form;
 - (f) archiving, in line with applicable document-management rules;

- (g) the right to authorise third parties to act on its behalf or sub-license to third parties the modes of use set out in sub-Clauses (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority; and
 - (h) processing, analysing, aggregating the materials, documents and information received and producing derivative works.
- 6.3.3. The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.
- 6.3.4. If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the Supplier must ensure that they comply with their obligations under this Framework Agreement and Specific Contracts in particular, by obtaining the necessary licences and authorisations from the rights holders concerned.
- 6.3.5. Where applicable, the EU granting authority will insert the following information: “© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the EU under conditions.”

6.4. Access rights to the results for third parties

- 6.4.1. If requested by the Procurers, the Supplier shall, within a reasonable time period specified in the request, grant to the third parties specified in the request a non-exclusive and non-sub-licensable license to use and exploit the results, and any background or sideground which may be necessary for the use or exploitation of the results, under fair and reasonable conditions.
- 6.4.2. If the Supplier fails or refuses to grant the requested licenses, the Lead Procurer and any member of the Buyers Group retain the right to grant themselves a non-exclusive and non-sub-licensable license to the third parties to use and exploit the results (or to appoint an independent third party to do so).

7. COMMERCIAL EXPLOITATION OF THE RESULTS

7.1. Responsibility of the Supplier to commercially exploit results

- 7.1.1. The Supplier shall take prompt action to ensure that its results are exploited commercially (directly or indirectly through another entity, through transfer or licensing), even if they cannot be protected, in order to ensure swift availability of the developed solutions on the wider market and to generate revenue by marketing commercial applications of the results.
- 7.1.2. In particular, the Supplier must use its best efforts to exploit its results up to four years after the end of the Framework Agreement and Specific Contracts, including where they are capable of commercial exploitation, to exploit them commercially (i.e. marketing a commercial application of the results, directly or indirectly, through a subcontractor or licensee).

7.2. Failure to commercially exploit results

- 7.2.1. If the Supplier fails to commercially exploit the results within the four years time period and the circumstances of the case show that it has not used its best efforts to do so, the Procurers retain the right to require that the Supplier transfers the ownership of the results to them so that the Lead Procurer or any member of the Buyers Group can ensure that the results are commercially exploited.

7.3. Obligation to notify a planned merger or acquisition

- 7.3.1. In case of a merger with or acquisition by an entity from a country (or controlled by a country) that is not an EU Member State or a country in the European Economic Area or a country having concluded a Stabilization or Association Agreement in the context of the EU Neighbourhood Policy, the Supplier must notify the Procurers at least three months in advance of the decision to implement the merger or acquisition and:
- (a) describe in detail the identity, ownership and control structure of the potential new merged entity or the potential new owner(s);

- (b) include a reasoned assessment of the likely impact of the possible merger/acquisition on:
 - (i) the access to the results and to the background and sideground that is essential for accessing the results, as foreseen by the Framework Agreement and Specific Contracts for the Procurers and for third parties;
 - (ii) the commercialisation exploitation of the results, including the EU security interests and EU strategic autonomy objectives above.
- 7.3.2. The Procurers may request the Supplier for additional information to verify the potential impact, upon which the Supplier must promptly provide the requested information.
- 7.3.3. In case the impact analysis concludes that the merger or acquisition negatively impacts the use or access to or the commercial exploitation of the results, the Procurers are entitled to require that the Supplier (both the Supplier before or after the merger or acquisition) transfers the ownership of the results to them so that the Procurers can ensure that the interests are preserved and protected.

8. TRANSFER AND LICENSING OF RESULTS

8.1. Non-exclusive licensing of results

- 8.1.1. The Supplier may on its own initiative without prior authorisation from the Procurers, give non-exclusive licenses to third parties to exploit the results that it owns, to the extent that:
 - (a) such licenses do not affect the rights – including the use and access rights – of the Lead Procurer, any member of the Buyers Group or the EU related to the results;
 - (b) such licenses do not affect the obligations – including the security and ethical obligations – of the Lead Procurer and any member of the Buyers Group related to the results; and
 - (c) such licenses are not granted to (sanctioned) entities which are subject to EU restrictive measures under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU).
- 8.1.2. The Supplier must ensure in the licensing agreement that all its relevant obligations under the Framework Agreement and Specific Contracts are passed on to the third party and that the third party has the obligation to pass on these obligations in any potential subsequent licensing.

8.2. Exclusive licensing and transfer of ownership of results

- 8.2.1. The Lead Procurer and each member of the Buyers Group shall have a right of first refusal to buy the results in case the Supplier decides to transfer the ownership of results.
- 8.2.2. Exclusive licensing and transfers of ownership of the results are restricted as follows:
 - (a) the Supplier may not transfer or give exclusive licenses if this would affect the rights – including the access rights – of the Lead Procurer, any member of the Buyers Group or the EU related to the results;
 - (b) the Supplier may not transfer or give exclusive licenses if this would affect the obligations – including the security and ethical obligations – of the Lead Procurer and any member of the Buyers Group related to the results; and
 - (c) the Supplier may not transfer or give exclusive licenses to (sanctioned) entities that are subject to EU restrictive measures under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU).
- 8.2.3. The Supplier must ensure in the transfer/licensing agreement that all its relevant obligations under the Framework Agreement and Specific Contracts are passed on to the new owner/licensee and that this new owner/licensee has the obligation to pass them on in any subsequent transfer/licensing.

- 8.2.4. If the Supplier intends to transfer or grant a licence to a third party in one of the notification cases listed in Clause 8.2, they must notify the Procurers who will request prior authorisation to the EU granting authority, if applicable. The notification must be done at least three months in advance and:
- (a) identify the specific results concerned;
 - (b) describe in detail the intended new owner or licensee and the planned or potential exploitation of the results; and
 - (c) include a reasoned assessment of the likely impact of the intended transfer or exclusive license on:
 - (i) the use and access rights to the results and on the background and sideground that is essential for accessing the results as foreseen by the Framework Agreement and Specific Contracts for the Lead Procurer, the members of the Buyers Group or for third parties;
 - (ii) the commercialisation exploitation of the results in line with public interests and EU interests, in particular regarding competitiveness as well as consistency with ethical principles and security considerations on EU interests.
- 8.2.5. The Procurers may on behalf of the EU granting authority request the Supplier for additional information to verify the potential impact, upon which the Supplier must promptly provide the requested information.
- 8.2.6. Before granting the authorisation, the EU granting authority will verify the potential impact of the intended transfer or exclusive licensing.
- 8.2.7. The EU granting authority may object to the transfer or exclusive licensing or may condition its authorisation to measures ensuring that the transfer or exclusive licensing will not have unintended or undesirable consequences.
- 8.2.8. Before the EU granting authority gives its written authorisation, the transfer may not take place and any transfer or exclusive licensing agreement concluded before or without a written authorisation will be null and void.

9. PRE-EXISTING MATERIALS AND RIGHTS (BACKGROUND AND SIDEGROUND)

9.1. Ownership of and access to pre-existing materials and rights

- 9.1.1. Background and sideground remain the property of the Party providing it, or as the case may be, its licensor(s) and nothing contained in this Framework Agreement or a Specific Contract shall affect the rights of each Party in their background or sideground.
- 9.1.2. Subject to pre-existing obligations that may apply to background or sideground, the Procurers grant the Supplier a royalty-free, non-exclusive, irrevocable and non sub-licensable license to use their background and sideground for the performance of the Framework Agreement and Specific Contracts, during the period of the Framework Agreement or Specific Contract.
- 9.1.3. Subject to pre-existing obligations that may apply to background or sideground, the Supplier grants the Lead Procurer and each member of the Buyers Group and contractors or subcontractors that assist them in executing the Framework Agreement and Specific Contracts (including in particular in evaluation or testing of solutions) a royalty-free, non-exclusive, irrevocable and non-sub-licensable (except as explicitly authorised under this Framework Agreement) license to use its background and sideground for the execution of the Framework Agreement and Specific Contracts and during the period of the Framework Agreement and Specific Contracts.
- 9.1.4. The Procurers are not purchasing developed prototypes or first products/services as part of this PCP. However, subject to pre-existing obligations that may apply to background or sideground, the Supplier grants to the Lead Procurer and each members of the Buyers Group – and also to contractors or subcontractors that practice the results for the Lead Procurer or any member of

the Buyers Group own non-commercial use – a license to use its background and sideground under fair and reasonable conditions to the extent needed to use the results for the Lead Procurer's or any member's of the Buyer's Group own non-commercial purposes, beyond the execution of the Framework Agreement and Specific Contracts and after the Framework Agreement and Specific Contracts.

- 9.1.5. These licenses are in addition to rights provided for by law, such as the unwaivable rights of, and exceptions for the benefit of lawful users of software or of databases, as foreseen under the applicable EU or local laws.
- 9.1.6. Subject to pre-existing obligations that may apply to background or sideground, the Supplier also grants rights to use its background and sideground – under the same conditions as above – to entities that are under the direct or indirect control of the Lead Procurer or any member of the Buyers Group, or under the same direct or indirect control as the Lead Procurer or any member of the Buyers Group, or directly or indirectly controlling the Lead Procurer or any member of the Buyers Group.

9.2. List/evidence of pre-existing materials and rights (background and sideground)

- 9.2.1. In order to be able to distinguish clearly between rights on newly created materials, and newly created rights on the one hand and pre-existing materials and pre-existing rights on the other hand, and to establish which pre-existing materials and rights are held by whom, the Parties must establish an agreed list of all their pre-existing materials and pre-existing rights (background and sideground) that may be used for the performance of this Framework Agreement and Specific Contracts, including identification of the rights' owners.
- 9.2.2. The Supplier must provide the declaration listing pre-existing materials and pre-existing rights in its offer for the Framework Agreement and must provide an updated version (if there are any changes) of it to the Procurers within the bid for each Specific Contract in order to have the updated list approved by the Lead Procurer at the latest 30 days after the start of each Specific Contract. If there are no pre-existing materials nor pre-existing rights, the Supplier must provide a declaration to that effect.
- 9.2.3. The list of pre-existing material and pre-existing rights shall identify, for each pre-existing material and right, the tasks, deliverables or other aspects related to the performance of the Framework Agreement and Specific Contracts that may be affected by pre-existing material/right, the pre-existing material/right concerned, the rights to the pre-existing material, the rights holder and any prior obligations on the pre-existing rights that may apply to the results. Such list will include, but is not limited to, a list of the software necessary for the performance of the Framework Agreement and Specific Contracts (including but not limited to software necessary for the operation of the prototypes and products or services that will be developed during the Framework Agreement or Specific Contract), specifying which software is closed source software.
- 9.2.4. The Supplier shall inform the Procurers about any evolutions in any of its pre-existing material and pre-existing rights that affect the performance of the Framework Agreement or a Specific Contract. This includes any changes to the background (including the rights on the background) and about the generation of new sideground (including new rights on the sideground) within 30 days from the change or generation and at the latest by the end of the corresponding phase and with each bid for the next phase.

9.3. Evidence of pre-existing rights

- 9.3.1. If requested by the Procurers, the Supplier must, in addition to the list mentioned under Clause 9.2, provide evidence that it has the ownership or the right to use all the listed pre-existing materials and rights, except for the rights owned or licensed by the Lead Procurer or any member of the Buyers Group.
- 9.3.2. The Procurers may request this evidence even after the end of this Framework Agreement and Specific Contracts.
- 9.3.3. This evidence may refer, for example, to rights to: parts of other documents, images, graphs, sounds, music, tables, data, software, technical inventions, know-how, IT development tools,

routines, subroutines or other programs (“background technology”), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

9.3.4. This evidence must include, as appropriate:

- (a) the name and version number of the work;
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the Supplier or a reference to this licence;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the Supplier where parts of the results were created by its personnel; and
- (e) the text of the disclaimer notice, if any.

9.3.5. Provision of evidence does not release the Supplier from its responsibilities if it is found that it does not hold the necessary rights, regardless of when and by whom this fact is revealed.

10. CONFIDENTIALITY

10.1. Confidentiality obligations

10.1.1. The Parties shall keep confidential any data, documents or other material (in any form) that is commercially sensitive and is identified as confidential at the time it is disclosed. This applies during the implementation of the Framework Agreement and Specific Contracts and indefinitely after the end of this Agreement.

10.1.2. Unless otherwise agreed between the Parties, they may use confidential information only to the extent required for proper implementation of the Framework Agreement and Specific Contracts.

10.1.3. Confidentiality obligations survive the expiry or termination of the Framework Agreement.

10.2. Permitted disclosure

10.2.1. The parties may disclose confidential information to their staff or to third parties involved in the PCP implementation only if:

- (a) they need to be aware of this information in order to implement the PCP activities under the Framework Agreement and Specific Contracts; and
- (b) they are bound by an obligation of confidentiality.

10.2.2. The Procurers may disclose confidential information to the EU granting authority if required under their grant agreement.

10.3. Termination of confidentiality obligations

10.3.1. The confidentiality obligations cease to apply if:

- (a) the disclosing Party agrees to release the other Party from the obligation;
- (b) the information becomes generally and publicly available, without breaching any confidentiality obligation; or
- (c) the disclosure of the information is required by EU or applicable law.

11. PROMOTION, PUBLICITY AND COMMUNICATION

11.1. Dissemination obligations

- 11.1.1. The Supplier shall undertake communication activities to create publicity about its participation to the procurement, and to promote the objectives and the results of the R&D carried out under the PCP (in particular, to other potential customers with the objective to achieve commercial exploitation of the results; see Clause 7 (*Commercial Exploitation of Results*)).
- 11.1.2. When undertaking these activities, the Supplier shall ensure that it does not infringe any of its other obligations under this Framework Agreement or a Specific Contract, such as its obligations regarding protection of intellectual property, confidentiality, security restrictions or its obligations under data protection legislation.

11.2. Obligation of prior notification of the Procurers

- 11.2.1. During the implementation of the Framework Agreement and Specific Contracts and for a period of 12 (twelve) months after the end of the Framework Agreement and Specific Contracts, the Supplier shall inform the Procurers 10 (ten) business days in advance of any (written or oral) publication or any other type of communication (in any media or form) relating to the R&D services or results. Information on communication activities expected to have a major media impact shall be provided sufficiently in advance to allow the lead procurer to inform the EU, if applicable.
- 11.2.2. If requested by the Procurers, the Supplier shall remove any confidential or security sensitive information before the disclosure.
- 11.2.3. Parties agree that they will balance any of their requests to remove confidentiality, security or intellectual property-sensitive aspects from a publication proposed by the other Party against the other party's objective to maintain sufficient information related to the performance of the Framework Agreement and Specific Contracts or the results that is necessary for the appropriate presentation or understanding of the publication.

11.3. Recognition of EU funding

- 11.3.1. All communication activities about the PCP and/or its results (including in electronic form and via social media), as well as infrastructure, equipment and major results financed by the PCP shall display the EU emblem and include the following text:
 - (a) for communication activities: "This [publication / communication] is part of the Creative Circular Cities ("CCC") project #C047 that has received funding from the European Union's ERDF fund under the Interreg Programme "Interreg Baltic Sea Region";
 - (b) for infrastructure, equipment and major results: "This [infrastructure / equipment / type of result] is part of the Creative Circular Cities ("CCC") project #C047 that has received funding from the European Union's ERDF fund under the Interreg Programme "Interreg Baltic Sea Region".
- 11.3.2. If results are incorporated in a standard, the Supplier must – unless the Procurers request or agree otherwise in writing or unless it is impossible – ask the standardisation body to include the following statement in (information related to) the standard: "Co-funded by the European Union".
- 11.3.3. If results are protected through registered IPR, the Supplier must – wherever possible under the applicable rules – include in its applications for protection the following statement: "These results were achieved with EU support. The European Union has certain rights in these results".
- 11.3.4. When displayed together with another logo, the EU emblem shall have appropriate prominence. The Supplier may use the EU emblem without first obtaining approval from the EU. This does not, however, give the Supplier the right to exclusive use. Moreover, the Supplier may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

- 11.3.5. All communication activities shall indicate that the opinions expressed reflect only the author's views and do not represent the Procurers' or the EU's official position. The Procurers, in agreement with the EU granting authority, may waive this obligation in writing or provide the text of the disclaimer.

11.4. Communication / publication rights for the Procurers

- 11.4.1. The Lead Procurer and each member of the Buyers Group may use, for the purposes of communication and publicity, all information relating to the PCP, documents (notably summaries) and deliverables, and any other material (such as pictures or audio-visual material) from the Supplier (including in electronic form).
- 11.4.2. The Lead Procurer and each member of the Buyers Group may, in particular, publish the name of the Supplier and its project abstracts, the summaries of the main results from the R&D and the lessons learnt during the PCP (*e.g. relating to the feasibility of the different approaches to meeting the procurers' requirements that were explored, and the lessons learnt for potential future use of the solutions proposed*).
- 11.4.3. This does not change the confidentiality obligations under Clause 10 (*Confidentiality*).
- 11.4.4. Moreover, before publishing this information, where material adverse risks exist, the Lead Procurer shall consult the Supplier, in order to avoid harm to legitimate business interests (*e.g. regarding aspects of the solutions that could be IPR-protected*) or distortion of competition.

11.5. Communication / publication rights for the EU

- 11.5.1. The EU may use, for the purposes of communication and publicity, information relating to the PCP, documents (notably summaries) and deliverables, and any other material (such as pictures or audiovisual material) from the Supplier (including in electronic form).
- 11.5.2. If the EU's use of these materials, documents or information would risk compromising legitimate interests, the Supplier may, however, ask the Procurer to request the EU granting authority not to use it.
- 11.5.3. The right to use the Supplier's materials, documents and information includes:
- (a) use for its own purposes (in particular, making them available to persons working for the EU granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services);
 - (b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
 - (c) editing or redrafting (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
 - (d) translation;
 - (e) storage in paper, electronic or other form;
 - (f) archiving, in line with applicable document-management rules
 - (g) the right to authorise third parties to act on its behalf or sub-license to third parties the modes of use set out in sub-Clauses (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority; and
 - (h) processing, analysing, aggregating the materials, documents and information received and producing derivative works.

- 11.5.4. If the right of use is subject to rights of a third party (including the Supplier's staff), the Supplier shall ensure that it obtains the necessary approval from the third parties concerned.

12. CONFLICTS OF INTEREST

12.1. Prevention of conflicts of interest

- 12.1.1. The Supplier shall take all measures necessary to prevent a situation arising where the impartial and objective implementation of the Framework Agreement or a Specific Contract is compromised for reasons involving economic interests, political or national affinity, family, personal life or any other shared interest.
- 12.1.2. The Supplier shall also take all measures necessary to prevent a situation in which its (previous or ongoing) professional activities affect the impartial and objective implementation of the Framework Agreement or a Specific Contract.

12.2. Obligations in case of a conflict of interest

- 12.2.1. The Supplier shall notify the Procurers without delay of any situation constituting or likely to lead to a conflict of interest (including changes of ownership) and shall immediately take all steps necessary to rectify this situation.
- 12.2.2. The Procurers may instruct the Supplier to take specific measures to remedy the situation.

13. ETHICS AND RESEARCH INTEGRITY

13.1. Obligations regarding ethics and research integrity

- 13.1.1. The Supplier shall carry out the tasks assigned to it in the Framework Agreement and Specific Contracts in compliance with:
- (a) ethical principles (including the highest standards of research integrity); and
 - (b) applicable international, EU and local law.
- 13.1.2. The Supplier must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities). The Supplier must pay particular attention to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of persons, the right to non-discrimination, the need to ensure protection of the environment and high levels of human health protection.
- 13.1.3. In case the development, deployment and/or use of the PCP solution / R&D services involves artificial intelligence (AI), the Supplier must ensure that the artificial intelligence is trustworthy, i.e. lawful, ethical and technically robust. The artificial intelligence system must preserve and protect the following six general ethical principles based on fundamental rights as enshrined in the Charter of Fundamental Rights of the European Union (EU Charter), and in relevant international human rights law:
- (a) **respect for human agency**: human beings must be respected to make their own decisions and carry out their own actions. Respect for human agency encapsulates three more specific principles, which define fundamental human rights: autonomy, dignity and freedom;
 - (b) **privacy and data governance**: people have the right to privacy and data protection and these should be respected at all times;
 - (c) **fairness**: people should be given equal rights and opportunities and should not be advantaged or disadvantaged undeservedly;
 - (d) **individual, social and environmental well-being**: artificial intelligence systems should contribute to, and not harm, individual, social and environmental wellbeing;

- (e) **transparency:** the purpose, inputs and operations of artificial intelligence programs should be knowable and understandable to its stakeholders;
- (f) **accountability and oversight:** humans should be able to understand, supervise and control the design and operation of artificial intelligence-based systems, and the actors involved in their development or operation should take responsibility for the way that these applications function and for the resulting consequences.

13.1.4. The Supplier may not:

- (a) carry out activities in a Member State for an activity which is forbidden in that Member State;
- (b) carry out activities in a country inside or outside the EU, if they are prohibited in all EU Member States.

13.1.5. The Supplier may not carry out activities that do not focus exclusively on civil applications.

13.1.6. The Supplier shall respect the fundamental principle of research integrity – as set out in the European Code of Conduct for Research Integrity. This implies compliance with the following essential principles:

- (a) reliability in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources;
- (b) honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way;
- (c) respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment;
- (d) accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts.

and means that the Supplier must ensure that persons carrying out research tasks follow the good research practices and refrain from the research integrity violations described in this code.

13.2. Activities that may raise an ethical issue

13.2.1. Before starting any activity that raises an ethical issue, the Supplier shall submit to the Lead Procurer a copy of:

- (a) an ethics committee opinion required under the applicable law; and
- (b) any notification or authorisation for activities raising ethical issues required under the applicable law.

14. PROCESSING OF PERSONAL DATA

14.1. Obligations regarding personal data

14.1.1. The Supplier shall process personal data in compliance with the applicable EU and the applicable law on data protection, in particular Regulation 2016/679 (including as relates to authorisations and notification requirements).

14.1.2. Suppliers must ensure that personal data is:

- (a) processed lawfully, fairly and in a transparent manner in relation to the data subjects;
- (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;

- (d) accurate and, where necessary, kept up to date;
 - (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed; and
 - (f) processed in a manner that ensures appropriate security of the data.
- 14.1.3. The Supplier may grant its staff access to data only in so far as is strictly necessary for implementing, managing and monitoring the Framework Agreement and Specific Contracts.
- 14.1.4. The Supplier must inform the staff whose personal data are collected and processed by the procurers and/or the EU. For this purpose, the Supplier must provide them with the privacy statements of the procurers and the EU, before transmitting their data. If explicit prior consent from the data subjects is needed, the Supplier must obtain such consent.

15. OBLIGATION TO PROVIDE INFORMATION AND KEEP RECORDS

15.1. General obligations

- 15.1.1. The Supplier must, at any time during the implementation of the Framework Agreement and Specific Contracts or afterwards, provide any information requested by the Procurers in relation to the Agreement or Specific Contracts.
- 15.1.2. The Supplier must keep, for a period of up to 5 (five) years after the end of the Framework Agreement and Specific Contracts, records and other supporting documentation relating to their implementation.
- 15.1.3. This obligation includes records and other supporting documentation on scientific and technical implementation (in line with the accepted standards in the field) and on the price charged and the costs incurred by the Supplier.
- 15.1.4. The Supplier must keep the original documents. Digital and digitalised documents are considered originals if they are authorised under applicable law.
- 15.1.5. Should there be ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims (including claims by a third party against the procurers), the Supplier must keep all records and other supporting documentation until the end of these procedures.

15.2. EU checks, reviews, audits and investigations

- 15.2.1. Should the EU (including the European Court of Auditors, the European Public Prosecutor's Office (EPPO) or the European Anti-Fraud Office (OLAF)) decide to carry out a check, review, audit or investigation, the Supplier must make available all information, records and other supporting documents relating to the implementation of the Framework Agreement and Specific Contracts.
- 15.2.2. Should there be an on-the-spot visit, the Supplier must allow access to its premises and must ensure that the information requested is readily available.

15.3. EU impact evaluation

- 15.3.1. Should the EU carry out an impact evaluation (of its grant to the procurers), the Supplier must make available all information, records and other supporting documents relating to the implementation of the Framework Agreement and Specific Contracts.

16. BREACH OF CONTRACT AND PREMATURE TERMINATION

16.1. Liability

- 16.1.1. If the Supplier fails to deliver results or other deliverables in compliance with the requirements of the Framework Agreement and/or any Specific Contract or breaches other obligations under the Framework Agreement and/or Specific Contract (including, but not limited to compliance with definition of R&D services, place of performance and place of establishment and control

obligations stipulated under the Request for Tenders), the Lead Procurer shall give the Supplier an opportunity to reach compliance or remedy the breach of obligations within an appropriate period. If the Lead Procurer is still not satisfied after the expiry of such cure period it may (at its sole discretion):

- (a) withhold any payments under this Framework Agreement and/or any of the Specific Contracts until satisfactory compliance or remedy has been provided;
- (b) cancel any payments;
- (c) require the Supplier to repay any amounts already paid under this Framework Agreement and/or any Specific Contract;
- (d) exclude the Supplier from any subsequent Phases on the basis that the Supplier has not successfully completed the present Phase; and/or
- (e) terminate the Framework Agreement and/or any Specific Contract with an immediate effect.

16.1.2. The Supplier shall be fully liable for any infringement or alleged infringement of third-party intellectual property rights arising from the performance of its obligations under this Agreement and shall indemnify and hold harmless the Procurers against all claims, losses, damages, and expenses resulting from such infringement.

16.1.3. The Supplier must compensate the Lead Procurer and any member of the Buyers Group if they are held liable by the EU for damage sustained as a result of the implementation of the Framework Agreement or a Specific Contract (or because it was not implemented properly).

16.1.4. The total aggregate liability of the Lead Procurer and any member of the Buyers Group to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Framework Agreement shall in no event exceed the total amount payable by the Lead Procurer and any member of the Buyers Group to the Supplier under this Framework Agreement and/or Specific Contracts.

16.1.5. The EU cannot be held liable for any damage caused to the Supplier or caused by the Supplier in connection with the implementation of the Framework Agreement or a Specific Contract.

16.2. Premature termination

16.2.1. The Framework Agreement shall terminate in the event that the Supplier is not awarded a Specific Contract for the next Phase.

16.2.2. The Lead Procurer may terminate the Framework Agreement and/or any Specific Contract with an immediate effect in the event of:

- (a) gross negligence or wilful misconduct by the Supplier in relation to the Framework Agreement and/or the relevant Specific Contract;
- (b) the Supplier becoming bankrupt or insolvent, or in the event of any circumstance similar or analogous to any of these events, including the situation where any of these events is threatening to occur;
- (c) the Supplier subcontracts the performance of any part of its obligations under the Framework Agreement and/or any Specific Contract without the permission of the Procurers;
- (d) the Supplier, or any of its directors, officers, or beneficial owners, becomes subject to any sanctions, restrictions, or measures imposed by the United Nations, the European Union, the United States government, or any applicable local or national authority with jurisdiction over the Parties;
- (e) as stipulated under Clause 16.1.1 (e);

- (f) in all other cases mentioned in the Request for Tenders as such that may lead to termination of the Framework Agreement and/or any of the Specific Contracts or exclusion from participation in this PCP (including but not limited to, if one of the exclusion criteria applies to the Supplier, etc.).

17. MISCELLANEOUS

17.1. Notices

- 17.1.1. Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be hand-delivered, delivered by registered mail or made by e-mail.
- 17.1.2. The contact information of each Party for any notice, communication or document to be made or delivered under or in connection with this Agreement is as follows:

if to the Lead Procurer or the Procurers

Address: Grēcinieku iela 9, 3rd floor, LV-1050, Riga, Latvia
Email: kristine@ndpculture.org and il@danishculture.com
Attention: Kristīne Lipiņa and Indra Levite

if to the Supplier

Address: [...]
Email: [...]
Attention: [...]

17.2. Subcontracting

- 17.2.1. The Supplier shall not without prior permission in writing by the Procurers subcontract the performance of any part of his obligations under the Framework Agreement or any Specific Contracts to any other subcontractor(s).
- 17.2.2. Any permission given by the Procurers shall not release the Supplier from his liability for the performance of the sub-contracted obligation(s) and the Supplier shall remain fully liable for the performance of its obligations under the Framework Agreement and/or Specific Contracts and for obtaining all necessary rights (transfer, licences or other) from the subcontractors, as if they were generated by the Supplier itself.
- 17.2.3. The Supplier shall hold the Procurers free and harmless from, and indemnify them for any loss or damage, including legal costs, arising from any claim related to the subcontracted performance of the Supplier's obligation(s) under the Framework Agreement or Specific Contracts.

17.3. Assignment

- 17.3.1. The Supplier may not assign any part of its obligations under the Framework Agreement and/or any Specific Contract without prior permission in writing by the Lead Procurer.

17.4. Amendments

- 17.4.1. No amendment to this Agreement shall be in force unless made in writing and signed by the duly authorised representatives of each Party. Any such amendment shall not have the purpose or effect of altering the terms of the Agreement in a manner that would call into question the original award decision or result in unequal treatment of tenderers.

17.5. Interpretation

- 17.5.1. If a provision of this Agreement or Specific Contracts is or becomes fully or partially illegal or invalid, that shall not affect the legality, validity or enforceability of that or any other provision of this Agreement or Specific Contracts. Such provision shall be deemed replaced by such valid provisions which, taking into consideration the purpose and intent of the Parties of this

Agreement, have, to the extent legally possible, the same economic effect as the invalid provision. The preceding rule shall be applicable *mutatis mutandis* to any omissions in this Agreement or Specific Contracts.

17.5.2. In the event of any conflict or inconsistency between the terms of this Agreement and the Specific Contracts, the terms of the Specific Contracts shall prevail.

17.5.3. In the event of any conflict or inconsistency between the terms of this Agreement and its annexes, the terms of the Agreement shall prevail.

17.5.4. In the event of any conflict or inconsistency between the terms of any Specific Contract and annexes to this Agreements, the terms of the Specific Contracts shall prevail.

17.5.5. Between annexes, the terms set out in Annex 1 (*Request for Tenders*) shall take precedence over those in Annex 2 (*Supplier's Tender*).

17.6. Applicable law and dispute settlement

17.6.1. This Agreement, Specific Contracts and any non-contractual obligations arising out of this Agreement or any Specific Contract are governed and construed in accordance with the laws of the Republic of Latvia.

17.6.2. Any dispute, controversy or claim arising out of or relating to this Agreement or Specific Contracts or the breach, termination or invalidity thereof or any non-contractual obligations arising out of or in connection with this Agreement of any Specific Contract, shall be settled by the courts of the Republic of Latvia.

17.7. Entry into force

17.7.1. This Agreement shall enter into force upon signature of the last Party.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto:

For and on behalf of the Procurers:

[name]
[title and organisation]

For and on behalf of the Supplier:

[name]
[title and organisation]

[This Agreement is signed electronically with qualified electronic signatures that contain timestamps]

Annex 1 to the Framework Agreement – Request for Tenders

[Request for Tenders]

Annex 2 to the Framework Agreement – Supplier's Tender

[Supplier's Tender]