
SUBGRANT AGREEMENT

RELATING TO THE RESEARCH PROJECT ENTITLED “WENET” UNDER HORIZON 2020 – THE FRAMEWORK PROGRAMME FOR RESEARCH AND INNOVATION (2014-2020)

This Agreement for the Wenet subgrant (hereinafter referred to as the “Agreement”) is executed by and between:

1. On the one part:

U-HOPPER SRL, with its registered office situated at Via Merano 10, Malè , Trento , Italy and hereby duly represented by Daniele Miorandi, hereinafter referred to as “UH”.)

2. On the other part:

FULL COMPANY NAME, [VAT NUMBER.], a legal entity under the laws of [COUNTRY], having its registered office at [FULL ADDRESS] (hereinafter referred to as the “Beneficiary”).

Hereinafter individually referred to as the “Party” and jointly as the “Parties”

WHEREAS

- UH and the other WeNet Consortium Members has entered into a written agreement dated 26 October 2018 with the European Commission under which the European Commission has awarded a grant for the purposes of developing the project called WeNet-Internet of us (“the Grant Agreement” or “GA”);
- Within the WeNet action, an Open Call with a fund of € 250.000,00, has taken place;
- The Beneficiary participated in the Open Call process and its Proposal has been selected to be subgranted
- UH and the Beneficiary are willing to define the terms and conditions of the execution of the Proposal.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

Words beginning with a capital letter shall have the meaning defined in the heading, or in the whereas, or in this article 1, or elsewhere in this Agreement.

- “Agreement”: means this Agreement including the Annexes.
- “WeNet Consortium Members”: the entities that have signed the Grant Agreement and are listed at the following link: <https://www.internetofus.eu/consortium/>.
- “WeNet Consortium”: all the WeNet Consortium Members together.
- “Open Call”: the selection process organized by the WeNet Consortium in order to select a certain number of Projects to be funded.
- “Proposal”: the project description submitted by the Beneficiary within Open Call and included in Annex 1 of the Agreement.
- “Project”: the project described on the Proposal.
- “Eligible Costs”: those costs in respect of which the Beneficiary shall be entitled to claim reimbursement in accordance with the Proposal and other requirements set out in the Agreement.
- “Financial Support”: means the reimbursement of some or all of the Eligible Costs (as applicable) in accordance with the terms of the Agreement.
- “Technical and Financial Reports”: documentation provided by the Beneficiary after the end of the Project on the basis of the provided templates.
- “Dissemination Material”: material related to the Project which will be provided by the Beneficiary and which will be used by the WeNet Consortium for promotional and educational purposes.
- “Open Access License”: the combination of a CC official license (unmodified and verbatim) + another separate and independent agreement granting more permissions. The separate agreement shall include the right to adapt, remix, distribute the updated data and to impose additional or different terms or conditions to recipients when data are distributed through the Research Infrastructure.
- “WeNet Platform”: a software framework that allows application developers, innovators and Web entrepreneurs to quickly and easily develop and deploy diversity-aware applications
- “WeNet research Infrastructure” or “RI”: e-infrastructure and a set of procedures and guidelines aimed at managing the full life-cycle (collection, processing, storage, access, analysis) of the data generated in the WeNet pilot experiments.
- “Personal Data”: information that relates to an identified or identifiable person.

2. OVERALL RESPONSIBILITIES OF THE PARTIES

- 2.1. The Beneficiary shall perform its tasks in accordance with the conditions of this Agreement and the Proposal (Annex 1) to the best of its ability and in

accordance with any guidelines issued by the WeNet Consortium.

- 2.2. The Beneficiary shall provide UH both the Technical and Financial Reports within 15 (fifteen) days after the end of the Project. Specific templates are available on the WeNet website.
- 2.3. Within 15 (fifteen) days after the end of the Project, the Beneficiary shall provide UH with the Dissemination Material, including a poster and a short video, which will be used for promotional and educational purposes.
- 2.4. UH shall provide the Beneficiary free-charge access to the WeNet Platform for the extent necessary to execute the Project in accordance with the Proposal and on a reasonable effort basis.
- 2.5. UH shall provide the Financial Support for the Project in accordance with the conditions detailed in article 3 of this Agreement.
- 2.6. The Beneficiary shall not, directly or indirectly:
 - rent, lease, transfer or sub-license the access to the WeNet Platform, nor permit any third party to do so;
 - use the WeNet Platform to host commercial activities or in a way that limits the rights of others to use it;
 - remove, alter, cover or obscure any copyright notices or other proprietary rights notices placed or embedded on or in the WeNet Platform;
 - reverse engineer, decompile, disassemble, re-engineer, translate, integrate, adapt, create derivative works out of the scope of the Project or updates of the WeNet Platform or any part thereof nor permit, allow, or assist any third party to do so.
- 2.7. If there is evidence that the actions of the Beneficiary are adversely impacting the quality offered by the WeNet Platform, UH is empowered to take reasonable measures to terminate or reprioritize usage in order to protect the overall operation of it.
- 2.8. Should the Beneficiary usage imply giving access to the WeNet Platform to third parties, the Beneficiary understands it will need to gather explicit consent from UH and agrees to enforce any restrictions imposed by UH and accept to fulfill its legal obligations as a service provider regarding data protection and retention laws.
- 2.9. The Beneficiary shall ensure that neither the Beneficiary nor anyone on its behalf or with its consent causes any damage to the WeNet Platform.
- 2.10. The Beneficiary shall take appropriate measures to protect its credentials and prevent their use by third parties. The information the Beneficiary provides when requesting an account should be correct and true.
- 2.11. The Beneficiary is responsible for all and any loss or damages incurred by WeNet Consortium Members or other beneficiaries, that is a result of any conduct of the Beneficiary itself.

- 2.12. The Beneficiary shall, in a timely manner, provide all information reasonably required by UH, or other WeNet Consortium Members, such as but not limited to the information required by the European Commission or the WeNet Partners.
- 2.13. The Beneficiary shall allow the Commission, the European Anti-fraud Office (OLAF) and the Court of Auditors, to exercise their power of control on documents, information, even stored on electronic media, or on Beneficiary's premises.
- 2.14. The use of the Wenet Platform is at Beneficiary's own risk and responsibility. UH does not assume any liability in regards to interruption, corruption, loss or disclosure of services, processes and data hosted on the Platform. The Beneficiary acknowledges and agrees that the uninterrupted availability and use of the Platform cannot be ensured.

3. FINANCIAL SUPPORT

- 3.1. UH shall provide Financial Support for the Project executed by the Beneficiary as described in the "value for money" section of the Proposal, subject to the maximum amount permitted to be granted and to any limitations or conditions imposed on UH in respect of such payments under the terms of the Grant Agreement.
- 3.2. The maximum grant amount is provided in the Project details (Annex 2). If the amount of costs is higher than the maximum grant amount, it will be limited to the latter.
- 3.3. Any variation with respect to the costs planned in the Proposal or budget swift must be duly justified.
- 3.4. All sums set out in this Agreement exclude VAT or any other tax that may be due on such sums, and liability for any applicable VAT or other applicable tax payments due on any amount paid by UH under this Agreement shall be borne in full by the Beneficiary.
- 3.5. The Beneficiary shall be entitled to claim Eligible Costs only. These costs to be considered eligible for reimbursement from UH have to comply with the rules and the principles mentioned in Section I, Article 6 (Eligible and ineligible costs) of the H2020 AGA — [Annotated Model Grant Agreement](#) and must be recorded in the accounts of the Beneficiary. Equally those concerning controls and audits of Section I, Article 22 of the H2020 AGA.
- 3.6. Any cost which does not fall within the definition of Eligible Costs will be rejected in full by UH, and UH shall have no liability to the Beneficiary for such costs upon such rejection.

- 3.7. UH and any other WeNet Consortium Member, shall at any time be entitled to request reasonable information or additional supporting evidence from the Beneficiary of any Eligible Cost claimed under this Agreement as may be required in order to verify any sums claimed by the Beneficiary comply with the requirements of this Agreement, the Grant Agreement or any other restrictions imposed on UH and other WeNet Consortium Members.
- 3.8. The Financial Support shall be provided by UH to the Beneficiary in a single instance at the end of the Project and it is subject to the UH's approval of Technical and Financial Reports submitted.
- 3.9. The invoice should be sent by the Beneficiary within 15 days from the approval of the technical and financial reports. The failure of the invoice to arrive in time for any reason, including communications delays, automatically leads to rejection of the payment.
- 3.10. UH will pay to the Beneficiary the amount due within 30 days after the invoice reception.
- 3.11. UH may at any time suspend a payment of any sums otherwise due under this Agreement if UH finds that the reporting requirements are not met by the Beneficiary, that the activity has not been implemented properly as described in the Proposal, or that any changes to the implementation process that are not justified, or that any other obligation of the Beneficiary under this Agreement is breached.
- 3.12. Any failure of the Beneficiary to remedy a breach within a reasonable period shall entitle UH, in addition to any other right or remedy available under this Agreement or otherwise, to inform the relevant EU authority thereof, to reduce the maximum amount of Financial Support available to the Beneficiary, or to terminate this Agreement by giving written notice of termination to the Beneficiary.

4. INTELLECTUAL PROPERTY AND ACCESS RIGHTS

- 4.1. Subject to the terms and conditions set forth in the Agreement, the Beneficiary is hereby granted the non-exclusive, non-sub licensable, non-transferable, temporary, charge free right to use the WeNet Platform, limited to the performance of the Project. Any other use of the WeNet Platform by the Beneficiary than the use expressly described in the Proposal is not permitted.
- 4.2. All rights concerning the work of the Beneficiary generated during the Project will remain with the Beneficiary.
- 4.3. The Beneficiary acknowledges and agrees that the WeNet Consortium Members do not have any responsibility to protect Beneficiary's ideas, works and results disclosed or generated during the Project.

- 4.4. Any publication related to the Project made by the Beneficiary shall be published under the Open Access Licence and made available to the scientific community;
- 4.5. The Beneficiary shall release on the WeNet Research Infrastructure under the Open Access License the data collected within the Project in an anonymized form. The content of the License shall be approved by the Parties.

5. PROCESSING OF PERSONAL DATA

- 5.1. The provisions concerning Personal Data processing set out in this article cover the collection and processing of Personal Data in completion of or in connection with the Project described in the Proposal.
- 5.2. Unless otherwise required by law, the Beneficiary is determining, on a case by case basis and depending on the specific type of Project, the purposes and means of the processing of Personal Data. It shall act as the data controller in respect of Personal Data collected and processed in the completion of or in connection with the Project. In this capacity, the Beneficiary shall be liable for compliance with all the applicable statutory Data Protection Legislation. The Beneficiary is obliged to protect Personal Data against loss, damage, unauthorised access, alteration and distribution or other unauthorised processing: for this purpose, it shall take appropriate technical, organisational and personnel measures adequate to the manner of the processing of Personal Data.
- 5.3. Acting as data controller the Beneficiary shall be responsible for obtaining, if required by applicable law, any statutory written approvals from the applicable competent data protection authority before commencing the Project with or in any manner involving any Data Subjects. The Beneficiary shall keep a copy of all such written approvals and provide them to the European Commission if required.
- 5.4. In executing the Project, the Beneficiary must comply with all requirements of the GDPR, including where necessary the appointment of a Data Protection Officer, and fulfilling any other roles foreseen by the GDPR including for example completing Data Protection Impact Assessments. In no cases, UH or any of the WeNet Consortium Members will be responsible to ensure compliance on behalf of the Beneficiary.
- 5.5. The Beneficiary undertakes to bind any and all of its data processors, including if necessary UH and/or any other WeNet Consortium Member, to a data processing agreement or to a data sharing agreement, in compliance with data protection legislation. A copy of any such data processing agreements shall be provided to UH or to any other WeNet Partner or to the European Commission, if required.

- 5.6. As part of such agreement the Beneficiary shall ensure that no Personal Data are processed for any other purpose than that of the Project and that processed data are pertinent and not redundant insofar as concerns the purposes for which they were collected and subsequently processed.
- 5.7. With the sole exception of those cases in which the preservation of data is required by law, the Personal Data will be erased or at least anonymized by the data controllers and/or processors, from wherever they are stored, as soon as the Personal Data are no longer necessary for the specific Project purposes; such erasure mechanisms being either destruction, demagnetisation or overwriting. In the event of termination of this Agreement for any cause, the Beneficiary will no longer be permitted to process Personal Data through the WeNet Platform.
- 5.8. Depending on the specific type of Project, in case the publication of the data collected within the Project is required, that data shall be completely anonymized by the Beneficiary before the publication, according to the GDPR principles and the latest guidelines and best practices.
- 5.9. The Beneficiary acknowledges that the WeNet Platform complies with the required standard data security measures according to any laws as applicable to the WeNet Consortium. The Beneficiary, moreover, acknowledges that UH and any other WeNet Consortium Members, if appointed as data processors, are not responsible for compliance with any data protection or privacy law applicable to the Beneficiary and not directly, explicitly and specifically applicable to data processors.
- 5.10. Notwithstanding the above, the Parties agree that any project report, feedback, confidential Information and/or any and all data and/or information that is possibly disclosed or otherwise made available between the Parties during the implementation of the Project and/or for any exploitation activities (“Shared Information”), shall not include – if not strictly necessary for the purposes of the Project and in full compliance with applicable Data Protection Legislation – Personal Data.

6. ETHICS

The Beneficiary must comply with ethical principles and standards in the scientific and professional responsibilities under the WeNet project. This includes foremost compliance with the [WeNet privacy guidelines](#), especially 6.12 Ethics and Privacy. The Beneficiary is further committed to the [ACM Code of Ethics](#) and the [EU Draft Ethics Guidelines for Trustworthy AI](#) (if applicable). These principles and standards have to be followed during every day scientific and professional activities within the Beneficiary's Project.

7. LIABILITY

- 7.1. The Beneficiary is responsible and liable for any and all actions performed by using the WeNet Platform.
- 7.2. The Beneficiary undertakes that it shall comply with all instructions and regulations relating to the use of the WeNet Platform.
- 7.3. The Beneficiary is responsible for restoring all damages caused to the WeNet Platform by anyone acting on its behalf.
- 7.4. The Beneficiary shall indemnify and hold UH and the other WeNet Partners harmless from and against any claims of third parties and against any fines arising from any violation of any third party right or any other unlawful act committed during the execution of the Project or by using the WeNet Platform, including damages or fines related to data processing issues.
- 7.5. Any unauthorized access or usage of the WeNet Platform which significantly deviates from the Project will be considered as an attack and will lead to legal prosecutions under the fullest extent of the applicable law.

8. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 8.1. All information of whatever nature and in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to another Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” or “secret” 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 thirty (30) calendar days from oral disclosure at the latest as Confidential Information by the Disclosing Party, is “Confidential Information”.
- 8.2. Each Recipient hereby undertakes for the duration of the Project and a period of five (5) years after the end date of the Project or earlier termination of this Agreement:
 - a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
 - b) not to disclose Confidential Information to any third party including Affiliated Entities without the prior written consent by the Disclosing Party, wherein the Recipient must ensure that an arrangement is in place prior to such disclosure that subjects the Affiliated Entities or applicable third party to provisions at least as strict as provided in this Agreement;
 - c) to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care); and

- d) to ensure that internal distribution of Confidential Information by such Recipient and its Affiliated Entities shall take place on a need-to-know basis.
- 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:
- a) the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
 - b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
 - c) the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
 - d) the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement and Consortium Agreement;
 - e) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
 - f) the Confidential Information was already known to the Recipient prior to disclosure; or
 - g) 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.
- 8.4. Each Recipient shall promptly advise the corresponding Disclosing Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 8.5. If a Recipient becomes aware that it will 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:
- a) promptly notify the Disclosing Party of said request, and
 - b) use reasonable efforts to protect the confidentiality of the information at the Disclosing Party's expense and make such disclosure only to the extent it is compelled.
- 8.6. The UH disclosure of Confidential Information to the European Commission or to the other Consortium Members shall be governed exclusively by the terms of the Grant Agreement and Consortium Agreement. Accordingly, nothing in this Agreement shall prevent UH from complying with its obligations, including its reporting obligations, towards the European Commission, and any such

disclosures shall be subject to the terms of the Grant Agreement and Consortium Agreement.

9. DISSEMINATION AND COMMUNICATION

- 9.1. The Beneficiary shall ensure that UH is fully and systematically informed, in a timely manner and in writing, of any expected dissemination or communication activities relating to the Project and its results, and that the Consortium Members are actively invited to dissemination/communication events and to dissemination/communication possibilities. All dissemination/communication activities must be conducted so as not to breach non-disclosure of confidential information obligations.
- 9.2. Any communication or publication of the Beneficiary shall clearly indicate that the project has received funding from the European Union and the WeNet Consortium, therefore displaying the EU and WeNet logo on all printed and digital material, including websites and press releases. Moreover, beneficiaries will agree that certain information regarding the projects selected for funding can be used by WeNet Consortium for communication purposes.
- 9.3. Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of any of the Wenet Consortium Members or any of their logos or trademarks without their prior written approval.

10. TERM AND TERMINATION

- 10.1. This Agreement shall commence on the date of the last signature to this Agreement and shall continue until the end date of the Project as detailed in the Proposal, when (unless agreed otherwise between the parties in writing) this Agreement shall automatically terminate.
- 10.2. This Agreement may be terminated by UH by written notice having immediate effect if:
 - a) the Beneficiary is in material breach of any of its obligations, representations or warranties hereunder and have failed to effect any remedy in due time after a written notice requiring such remedy has been given by UH specifying a time of not more than thirty (30) days within which the remedy is to be effected;
 - b) if the Beneficiary is subjected to receivership, bankruptcy, suspension of payments or insolvency, or makes an assignment for the benefit of creditors, or goes out of business, or is subject to any similar event or proceeding; or

c) if the Beneficiary is subject to a Force Majeure event, which prevents the Beneficiary from performing its obligations within the end of October 2022. The Beneficiary shall notify UH in writing of any Force Majeure without undue delay, describing the Force Majeure event, and its anticipated duration, and the Beneficiary shall use reasonable efforts to mitigate the impact of such Force Majeure event and to resume performance of their respective obligations as soon as possible.

- 10.3. In case of early termination of this Agreement, no Financial Support payment will be provided by UH.
- 10.4. The parties acknowledge and agree that the provisions of articles 7, 8 and 12 of this Agreement are intended to survive, and continue in effect after, an termination or expiry of this Agreement.

11. MISCELLANEOUS

- 11.1. Should any provision of this Agreement be or become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid, legal, enforceable and practicable replacement provision be negotiated which fulfils the purpose of the original provision.
- 11.2. The Beneficiary shall not be entitled to act or to make legally binding declarations on behalf of UH or any other WeNet Consortium Members. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties or between the Beneficiary and the WeNet Consortium Members.
- 11.3. No rights or obligations of the Beneficiary arising from this Agreement may be assigned or transferred, in whole or in part, and no obligations of the Beneficiary may be subcontracted.
- 11.4. Amendments and modifications to the text of this Agreement require a separate written agreement to be signed between all Parties.
- 11.5. This Agreement is drawn up in English, which language shall govern all documents, notices, reports.

12. APPLICABLE LAW AND VENUE

- 12.1. The Agreement is governed by the laws of Italy without reference to its conflict of law principles. Any dispute arising out of the Agreement shall be settled by the competent courts located in Trento (Italy).

For UH,

Name: Daniele Miorandi

Title: CEO

Date:

For the Beneficiary,

Name:

Title:

Date:

Articles 2, 4, 5, 10 and 12 of the Agreement are expressly approved by the Parties.

UH

Beneficiary



Annex 1 - Proposal

Annex 2 - Project details

Timeframe of the project
Financial support maximum amount
Contact details	UH: Beneficiary: