

COLLABORATION AGREEMENT

This Collaboration Agreement (CA from now and on), has been drawn up on 06/07/22 (effective date) by and between:

SUSTAINABLE INNOVATIONS EUROPE S.L., a company registered in Spain under VAT number B87692166, whose registered office is at CALLE DE ALMAGRO 25, 28010 MADRID (SPAIN) whom as in from now on should be referred as THE RECIPIENT and:

CENTRE FOR ADVANCED MATERIALS APPLICATION SAS, an entity registered in Slovakia under company VAT number SK2020795821 whose registered office is at Dúbravská cesta 5807/9, 845 11 Bratislava, Slovakia, whom as in from now on should be referred as CEMEA and/or signatory party.

1. OBJECT OF THE AGREEMENT

This document is the official agreement between **Sustainable Innovations Europe (SIE)** and Centre for Advanced Materials Application SAS (**CEMEA**) to support the preparation of a project proposal framed in the call **HORIZON-CL5-2022-D2-01-06 "Embedding smart functionalities into battery cells (embedding sensing and self-healing functionalities to monitor and self-repair battery cells) (Batteries Partnership)**.

2. INPUTS NEEDED FROM ALL THE PARTNERS

Inputs from all the partners, including and Centre for Advanced Materials Application SAS, will be needed in order to produce a competitive proposal. This information includes:

- Their feedback/contribution to define the proposal concept
- TRLs of the target technologies
- Main goals and objectives of the project
- Their feedback to complete the different sections of the proposal. For instance: Scientific Excellence, Relevance & Impacts, Implementation, etc.
- Administrative/contact information
- Organizations profile description
- Detailed information about the budget to perform the allocated tasks during the project execution, aligned with the call rules and recommendations.
- Contribution for the Ethics and Security aspects of the project, if relevant.

3. DURATION OF THE AGREEMENT

The agreement shall begin as soon as the involved parties sign it. The agreement shall finish once all the payments to be made by CEMEA are completed.

4. MUTUAL UNDERTAKINGS

4.1. SIE OBLIGATIONS:

SIE will support the signatory party and the rest of consortium partners to write an R&D proposal, framed in the call **Cross-sectoral solutions for the climate transition (HORIZON-CL5-2022-D2-01)** under the **HORIZON EUROPE FRAMEWORK PROGRAMME**, targeting the topic: **HORIZON-CL5-2022-D2-01-06 "Embedding smart functionalities into battery cells"**

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(embedding sensing and self-healing functionalities to monitor and self-repair battery cells) (Batteries Partnership) (hereinafter the "Service"). To prepare a competitive proposal, all partners should provide timely to the information required from SIE, specified in Sections 2 and 4 of the present CA. More in detail, the activities included are:

1. Analysis of the Call

Definition of the most relevant aspects that should be considered to prepare a competitive proposal, which is perfectly aligned with the European Commission (EC) requirements.

2. Support the development of the Project concept

- Definition of the main project ideas & concepts, ensuring its innovation potential, and progress beyond the state of the art in the field concerned.
- Definition of the Project goals.
- Ensuring that the target technologies meet the TRLs established by the EC for the call.

3. Consortium structuring

- Establishment of the core consortium
- Definition of the missing roles and the most adequate profiles needed to set-up a strong consortium, meeting the EC requirements and the project objectives at the same time
- Use of the partners' vast network of contacts to set-up a competitive consortium.

4. Development of the Project concept note

This document will include the main goals and concepts of the project, the partners list, the missing roles and the work package structure.

5. Writing of the proposal

- Section 1.- Excellence: Objectives and ambition, Methodology.
- Section 2.- Impact: Addressing properly all the expected impacts and outcomes set out in the text of the Destination and the Topic, measures to maximize the impact (establishment of dissemination and exploitation results, exploitation strategy and approach, SWOT analysis for the project results and RoadMap to industrial take-up and commercialization, management of research data, knowledge management and IPR protection), and Project Summary canvas.
- Section 3.- Implementation: Detailed description of the Work Plan and the Work Packages (WP), Definition of appropriate deliverables and milestones in each WP, Management structure and procedures, consortium as a whole and resources distribution.
- Section A (Application forms): collection of administrative data from all partners, first draft of the proposal's abstract, ethics and security details, etc.

6. Budget definition

Detailed budget finalized, based on negotiations with the partners, ensuring an adequate resources distribution within the consortium.

7. Final review of the proposal

Analysis of the proposal strengths and weaknesses from the evaluator's perspective. Definition of the best strategies to address the proposal weaknesses, to fix them timely.

8. Submission to the EC portal

Information that should be uploaded to the EC Participant portal includes partners' administrative information, the detailed Budget of the project and the proposal itself.

4.2. CENTRE FOR ADVANCED MATERIALS APPLICATION SAS OBLIGATIONS:

- As soon as the agreement begins, the signatory party undertakes to provide all the documents, information and other elements required by SIE for a proper achievement of the mission. The signatory party undertake to transmit to SIE any mails or documents relating to the mission and sent by a third party as soon as the signatory company receives them. The signatory company shall imperatively have a project manager, or any other people related to the present agreement available whenever SIE requires it.
- In case SIE should not be able to implement the mission because the signatory party had not abided by the aforementioned obligations, in any case all the steps actually accomplished till then by SIE shall remain in charge of the

signatory company. The cancellation of the contract derived from this agreement shall intervene as a consequence of the signatory company's exclusive fault.

5. FINANCIAL TERMS

Centre for Advanced Materials Application SAS agree to pay to SIE according to the following tariff structure (the prices indicated do not include VAT in case of Spanish parties):

- A **fixed upfront fee of EUR 1000€** will be invoiced to the signatory party following the submission of the proposal. The payment will be made within a period of fewer than 30 days after SIE sends the corresponding invoice to the signatory party
- A **Success fee of 2.50%** will be invoiced on the basis of the total grant allocated to the signatory party in the project, only if the proposal is approved and financed by the European Commission. The payment will be made within a period of fewer than 15 days after the pre-financing will be received by the signatory party.

It is understood by the signatory party that SIE success fee invoices are not part of the eligible costs under the project, but as part of the general overhead of the signatory party and must not be reported to the Funding Authorities of the European Commission as direct cost for the project. In the case the Funding Authorities of the European Commission decide to recover Funding Amounts paid to the signatory party because the signatory party has improperly reported SIE success fee invoices as direct costs to the Project, SIE has no obligation to reimburse to the signatory party the royalties perceived on the recovered amount. Similarly, in case the Funding Authorities of the European Commission decide to recover funding amounts paid to the signatory party because the signatory party has been found guilty of making false declarations or has been found to have seriously failed to meet its obligations under the Project's Grant Agreement, SIE has no obligation to reimburse to the signatory party the Royalties perceived on the recovered amount.

In the event of a merger or acquisition of the client with or by another company, the client shall be jointly and severally liable with such other company for payment of SIE fees in accordance with this Agreement.

6. CONFIDENTIALITY

"Confidential Information" shall mean all information (including but not limited to any knowledge, know-how, trade secrets, technological and commercial information, device and software whether or not subject to or capable of protection by copyright, patent, trademark or other intellectual property rights), which relates to and is disclosed for the authorized purpose of this CA and is disclosed by or on behalf of one Party of this CA ("Disclosing Party") to the other Party ("Receiving Party") under this CA in whatever form (including but not limited to in writing, orally, electronically or by observation) and whether or not the information is marked as confidential.

Provided that the other consortium partners are also bound by similar confidentiality obligations with SIE, the Receiving Party shall:

- keep Confidential Information communicated to it in strict confidence and not disclose it to any third parties without the prior written consent of the Disclosing Party. The Receiving Party shall have the right to use Confidential Information solely for the purposes of carrying out its rights and obligations under this CA.
- not reverse engineer, disassemble or decompose any prototypes, software, or other tangible objects, which embody Disclosing Party's Confidential Information.
- Information disclosed shall not be regarded as Confidential Information to the extent that the Receiving Party can prove that the information:
 - a) is or becomes published or otherwise generally available to the public without violation of this CA; or
 - b) is already known to the Receiving Party at the time of disclosure without obligation of confidentiality; or
 - c) is lawfully obtained by the Receiving Party from a third party without any restrictions on confidentiality; or
 - d) is developed by the Receiving Party independently or with third parties without breach of the confidentiality provisions of this CA.

If the Receiving Party is required, pursuant to an administrative or a judicial action or subpoena, which is based on applicable laws, to disclose Disclosing Party's Confidential Information, Receiving Party shall have the right to make such disclosure, provided to the extent it is lawfully allowed to do so, it shall prior to any such disclosure notify the Disclosing Party and give the Disclosing Party the opportunity to seek any legal remedy it considers necessary to protect its Confidential Information.

The obligation for confidentiality shall be in force for a period of (3) years after the termination or expiration of this CA, and with regard to personal data referred in section 6 for which the signatory party is the data controller, as long as SIE is processing such personal data.

Regardless of the obligation for confidentiality the signatory party has a right, if necessary, to further disclose Confidential Information to its other subcontractors, provided that they have a legitimate need to know and that they are bound by similar confidentiality obligations than those contained herein [and for parties of the main agreement and possible funding authority, subject to terms of and if so required in the main agreement.

7. PERSONAL DATA

The Parties agree not to disclose to each other personal data (as defined in the EU general data protection regulation 2016/679) without entering into a separate written agreement for such purpose, except for necessary personal data of persons participating in provision of Services or the preparation and conclusion of this CA, which the Parties warrant that they are legally entitled to disclose.

8. PROJECT TERMINATION AND OTHER UNFORESEEN CIRCUMSTANCES

In the event that the Funding provided by the European Commission is reduced, terminated, or eliminated due to early project termination or any other unforeseen circumstances, SIE will be paid, irrespective of the afore-mentioned circumstances.

9. OWNERSHIP AND INTELLECTUAL PROPERTY

- The results of the Services (including information, ideas, methods, solutions, devices, material, reports, expositions, and research reports, irrespective of whether they are or can be protected by intellectual property rights) and all rights related thereto shall be the property of the signatory party.
- All rights to information, ideas, methods, solutions, devices, substances, and other material, irrespective of whether or not subject to or capable of protection by intellectual property rights, owned by one Party and supplied by said party to the other Party in the framework of the Services and/or generated outside the Services provided under this CA (hereinafter Background), belong to the owning and disclosing Party.

10. GOVERNING LAW AND JURISDICTION

This agreement is governed by and shall be construed to be in accordance with the Belgian law and the parties submit to the exclusive jurisdiction of the Belgian courts.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, shall, if the dispute cannot be solved amicably, be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

And by common consent and accordance, sign the present document on effective date:

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For **SUSTAINABLE INNOVATIONS EUROPE S.L**

Date:

Signer: **Carlos Alberto Holguín Rodríguez**

Signer's title: **Legal representative**

For **Centre for Advanced Materials Application SAS**

Date: 06.07. 2022

Signer: **Karol Frohlich**

Signer's title: **Research Director**