

PROJECT AGREEMENT No <18197> 11/101401/19/PZ

under Framework Partnership Agreement No. [FPA 2016/EIT/EIT Raw Materials],
Specific Grant Agreement No. [EIT/RAW MATERIALS/SGA2019/1],
KIC RawMaterials Internal Agreement of 04 December 2015

This Project Agreement ("**this Agreement**" or "**Project Agreement**") is made on 02 January 2019

By and between

1. on the one part,

EIT RawMaterials GmbH VAT# DE301692026, Tauentzienstr. 11, 10789 Berlin, Germany
("**KIC LE**")

in its capacity as acting legal entity of the Knowledge and Innovation Community EIT RawMaterials ("**KIC**") comprising EIT RawMaterials GmbH and the other KIC Partners as defined in the Framework Partnership Agreement No. [FPA 2016/EIT/EIT Raw Materials] ("**FPA**") between the European Institute of Innovation and Technology ("**EIT**") on the one part and the KIC LE and the other KIC Partners on the other part,

and

2. on the other part,

2.1 University of Miskolc ("P1")

VAT# HU15308809 Miskolc, Egyetem út H-3515 Miskolc Hungary

2.2 AGH University of Science and Technology ("P2")

VAT# PL6750001923 al. Mickiewicza 30 30-059 Kraków Poland

2.3 Fundación Tecnalia Research & Innovation ("P3")

VAT# ESG48975767 Parque Científico y Tecnológico de Bizkaia, Astondo Bidea, Edificio 700 48160 Derio (Bizkaia) Spain

2.4 Technical University of Kosice ("P4")

VAT# SK2020486710 Letná 9 042 00 Košice Slovakia

2.5 Tecnalia Ventures, S.L., Sociedad Unipersonal ("P5")

VAT # ESB9571 1800 Parque Tecnológico y Científico de Bizkaia, C/Geldo Edificio 700 48160 Derio, Bizkaia Spain

2.6 VŠB - Technical University of Ostrava

VAT # CZ61989100 17.listopadu 15 70833 Ostrava Czech Republic ("TP1") in its capacity of Third party receiving financial support proposed by and attached to University of Miskolc (P1) in this capacity also as "**TP Patron**"

- P1 P2 P3 P4 P5 TP1 hereinafter each a "**Project Participant**" and collectively "**the Project Participants**"
- KIC LE (in its capacity as described under 1. above) and the Project Participants hereinafter each a "**Party**" and collectively "**the Parties**",

relating to the Specific Activity ("**Specific Activity**") of the KIC entitled

Decreasing the negative outcomes of brain drain in the raw material sector

in short

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WHEREAS

- (A) KIC LE and the other KIC Partners, including P1 P2 P3 P4 P5 TP1 , are a party to the FPA (as defined above);
- (B) Under the FPA, KIC LE has signed, in representation of itself and the other KIC Partners, including P1 P2 P3 P4 P5 TP1 , a certain Specific Grant Agreement No. [EIT/RAW MATERIALS/SGA2019/1] dated 01 February 2019 (“**Specific Agreement**” or “**SGA**”) including the Specific Activity,
- (C) The Project Participants have proposed to KIC LE, and KIC LE has accepted the Project (as defined in Section 3 hereinbelow) as a KAVA/part of the KAVA called <RM Academy Regional Innovation Schemes> under the Specific Activity,
- (D) The Project Participants are interested, willing and accepting to implement the Project in line with and subject to the rules and regulations of the FPA, the SGA and the KIC Internal Agreement of 04 December 2015 (“**Internal Agreement**” or “**IA**”) and the terms and conditions set forth in this Project Agreement,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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SECTION 1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context requires otherwise, capitalised terms and expressions in this Agreement shall have the meaning ascribed to them (in the order of priority) in this Agreement, the IA, the SGA and/or the FPA.
- 1.2 Whenever used in this Agreement, the words 'include', 'includes' and 'including' shall be deemed to be followed by the phrase 'without limitation'.

SECTION 2. SUBJECT MATTER OF THIS AGREEMENT; UMBRELLA DOCUMENTS

- 2.1 This Agreement sets forth the understandings of the Parties and the terms and conditions in respect of their rights and obligations in the performance of the Project (as defined in Section 3 below).
The Parties acknowledge and agree that the performance of their rights and obligations is governed by and subject to this Project Agreement, the Internal Agreement, the SGA, and the FPA, (the Internal Agreement, the SGA, the FPA and/or any amendments thereto each an “**Umbrella Document**” and collectively “**the Umbrella Documents**”) which shall be deemed to be an integral part of this Agreement and included into it by reference.
Without prejudice to any other reason why the Project Participants may be bound by the Umbrella Documents, the Project Participants including TP or any Project

Participant being a Linked Third Party hereby acknowledge and agree

- (a) to observe and comply with any and all of (a.1) the obligations imposed upon KIC and the KIC Partners under the Umbrella Documents and (a.2) the principles such as ethical standards, gender policy etc. underlying the Umbrella Documents, as their own contractual obligations in the performance of their duties under this Agreement, and
- (b) their rights against KIC, KIC LE and/or other KIC Partners under this Agreement not to, under no circumstances whatsoever, go beyond the rights of KIC, KIC LE and the KIC Partners under the Umbrella Documents.

Provided that, for the avoidance of doubt, nothing contained herein shall be deemed (i) to transfer any rights of KIC, KIC LE or any KIC Partner under the Umbrella Documents to the Project Participants and/or (ii) make TP or any other Project Participant not being a direct party to the Umbrella Documents, such a direct party to any of the Umbrella Documents and/or affect the attachment of TP to the TP Patron.

- 2.2 Without prejudice to the generality of the foregoing and any other provisions on the subject matter contained in this Project Agreement, (a) TP, in its capacity as a Task Partner attached to the TP Patron, and any Project Participant being a Linked Third Party hereby expressly accept/s the foregoing as its/their own contractual obligations including, for the avoidance of doubt, expressly submitting to the application of – without limitation – Articles 28, 29, 41, 42, 44 and 52 of the FPA, as well as to the confidentiality and liability provisions of the Umbrella Documents, and (b) the TP Patron in its capacity as KIC Partner TP is attached to, hereby expressly accepts its responsibility for TP as contemplated by the Umbrella Documents and this Agreement.

SECTION 3. THE PROJECT

- 3.1 The Project (“**Project**”) including targets, activities, time-frame including the final report, milestones describing the intermediate targets and their respective dates (each a “**Milestone**”), Deliverables and other relevant information relative to both the overall Project and the individual roles of each Project Participant, are specified in **Schedule 1** hereto.
- 3.2 Schedule 1 shall form an integral part of this Agreement. The Project Participants shall update Schedule 1 as may be necessary due to Project progress or reasonably required by KIC LE and/or EIT.

SECTION 4. DURATION

- 4.1 This Project Agreement shall enter into force on the date first above written (“**Effective Date**”).
- 4.2 The duration (“**Duration**”) of this Project Agreement shall be (a) until the earlier of (a.1) 31 December 2019 (“**Grant Expiry Date**”) and (a.2) the date or event specified for the end of the Project in Schedule 1 as may be amended between the Parties from time to time (“**Scheduled Project Finish Date**”), but in no case (b) shorter than until the later of (b.1) the end of the Extended Duration pursuant to section 4.3 below and (b.2) the complete discharge by the Parties of their respective obligations under this Agreement.
- 4.3 In case the Scheduled Project Finish Date extends beyond the Grant Expiry Date, the Parties shall endeavour to procure grants for the period(s) to follow until the Scheduled Project Finish Date subject to Clause 5.4 below. In case such grants are obtained from the EIT and allocated to the Project in accordance with this Agreement, the SGA and other Umbrella Documents, the Duration of this Agreement shall be deemed extended for such renewed grant periods (“**Extended Duration**”).

SECTION 5. BUDGET; AMOUNT OF FUNDING

- 5.1 The budget for the Project (“**Project Budget**”) as proposed by the Project Participants and - subject to the provisions of this Agreement including the Umbrella Documents - endorsed by KIC, including its break-down as to costs, concepts, activities, time-line, contributions by the Project Participants, if any, and other relevant information both for

- the current year (until the Grant Expiry Date) and the periods to follow (until the Scheduled Project Finish Date if extending beyond the Grant Expiry Date) is set forth – in addition to the data contained in Schedule 1 – in **Schedule 2** hereto.
- 5.2 KIC LE, in its capacity assigned to it under the Umbrella Documents, has agreed to assign to the Project for the period until the Grant Expiry Date an amount of up to **EUR <288'478 €> (in words: <Two Hundred Eighty Eight Thousand Four Hundred Seventy Eight Euro and Zero Cents>)** (“**Confirmed Funding EIT**”) from the funds made available to KIC by EIT under the SGA and subject to (a) the provisions of the FPA and SGA, including its provisions as to eligibility of costs, and (b) the Internal Agreement including the retentions/deductions as to the Guarantee Fund and others, as well as an additional amount of up to **EUR <0 €> (in words: <Zero Euro and Zero Cents>)** (“**Confirmed Funding KIC**”) from the funds put at the disposal of KIC LE from KIC membership fees or other sources subject to the provisions governing such funds (the **Confirmed Funding EIT** and the **Confirmed Funding KIC** together “**Confirmed Funding**”).
- 5.3 The Project Participants have agreed to contribute (or have third parties contribute for the account of the Project Participants) to the Project a total amount of **EUR <32'055 €> (in words: <Thirty Two Thousand Fifty Five Euro and Zero Cents>)** (“**Co-Funding**”) as per the break-down and other details set forth in **Schedule 2** hereto. In case the Co-Funding is not provided by (or for the account of) the Project Participants in whole or in part as contemplated in Schedule 2, then the Project Participants shall (a) lose the right to the Funding if and to the extent attached to the Co-Funding as set forth in Schedule 2 – in the absence of any specific provisions in Schedule 2 as determined by KIC LE in its reasonable discretion –, and (b) reimburse to KIC LE any Funding attached to the Co-Funding already disbursed, if any, provided that reimbursement may not be claimed from Project Participants who did not undertake to provide the Co-Funding eventually not provided.
- 5.4 In case the Scheduled Project Finish Date extends beyond the Grant Expiry Date, the endorsement by KIC LE does not imply, unless expressly stated otherwise in this Agreement, any commitment or liability whatsoever on the part of KIC or KIC LE to the Project Participants for continued financing beyond the Grant Expiry Date. Without prejudice to the foregoing, the Parties shall endeavour to procure from EIT and negotiate in good faith continued funding for the Project until the Scheduled Project Finish Date, it being understood that
- a. the Project Participants shall provide to KIC LE or any other body or officer designated by KIC LE all materials, schedules, targets, interim results, budgets, forecasts, arguments, data and other information required for applying for the grants for the Project or requested by EIT or KIC LE,
 - b. in case there is no specific individual amount assigned to the Project in the SGA (but a total budget given for several projects or specific actions including the Project), the decision on the specific amount allocated to the Project in each year or other interval for which a grant is granted by EIT, shall rest with KIC LE in its reasonable discretion.
- 5.5 For the avoidance of doubt:
- 5.5.1 Other than the **Confirmed Funding** (and any funding confirmed in the following years, collectively “**the Funding**”) there will be no further grants, subsidies, reimbursements or other payments by KIC LE, KIC and/or EIT to the Project and/or the Project Participants due to or in connection with the Project unless expressly specified otherwise in **Schedules 1 or 2** hereto. The **Funding** shall cover all costs, expenditures, travel expense, overhead, sub-contractors, duties, tax if any or other payment obligations incurred by the Project Participants due to or in connection with the Project.
- 5.5.2 In case a Project Participant participating in the Project in a capacity as Linked Third Party (as defined in the FPA) ceases to be a Linked Third Party without becoming a KIC Partner, its right to receive **Funding** under this Agreement shall cease too.

SECTION 6. PAYMENTS

- 6.1 Any and all payments of Funding to the Project Participants shall be made by KIC LE
- a. in accordance with Section 7 of the Internal Agreement and the relevant provisions of the other Umbrella Documents,
 - b. as and when and subject to being received from EIT.
- Payments due to the Project Participants shall be made by KIC LE not later than within 30 days from receipt from EIT.
- 6.2 Payments assigned to TP shall be made by KIC LE through the Project Participant TP is attached to, i.e. to the TP Patron, unless KIC LE consents – upon request by the TP Patron – to a direct payment. The TP Patron (or, if paid directly, KIC LE) shall be entitled to split the payment to TP into several instalments and/or transfer the instalments only after the work to be performed by TP as per Schedule 1 has been performed (and the corresponding costs indicated in the Financial Report have been accepted by KIC LE or the EIT). In addition, the TP Patron (or KIC LE, as the case may be) shall be entitled to recover any part of Funding paid out to TP in excess of the duly justified costs.
- 6.3 Payments shall be made by KIC LE by transfer into the bank account of the respective Project Participant receiving the payment specified in **Schedule 4** hereto or – subject to the approval of KIC LE (which approval shall not be unreasonably withheld) – any other bank account within the European Union specified by the respective Project Participant in writing.
- 6.4 The Project Participants expressly agree to only use the received amounts of Funding for the purposes of the Project pursuant to **Schedule 1** hereto.

SECTION 7. MONITORING, REPORTING, CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS

7.1 General

- The Project Participants acknowledge and agree that monitoring, reporting and enabling checks, reviews, audits and investigations by EIT, the Commission and/or any other competent EU body in line with the Umbrella Documents is of the essence for the EIT grant system, this Agreement and the Funding hereunder. As a consequence thereof, the Project Participants shall
- a. comply with any and all Reporting Guidelines issued by EIT as may be amended/modified by EIT from time to time (in general, on a yearly basis; the current EIT guidelines are attached hereto/ available as per **Schedule 5B**), i.e. including as may be amended/modified by EIT in future;
 - b. comply with any and all other monitoring and reporting requirements, rules and regulations established by the Umbrella Documents, including any future requirements by EIT and/or as may be established by KIC LE pursuant to Sections 6.4.2 and 7.1.2 of the Internal Agreement;
 - c. proactively report any developments which may seriously affect the Project including the achievement of the overall Project target, any Milestone thereunder and/or the purpose of the Funding immediately upon their respective occurrence,
 - d. allow and support any checks, reviews, audits and investigations by the EIT, the Commission, the European Anti-Fraud Office, the European Court of Auditors and/or any other competent EU body in line with the Umbrella Documents, including Article 28 of the FPA, as may be amended from time to time, or requested otherwise by the EIT, the Commission or any other competent EU body and/or KIC or KIC LE. TP (and any other Project Participant not being a direct party to the Umbrella Documents) expressly agrees to the foregoing including the obligation to provide access to its sites, premises, data processing systems, bodies, staff and external persons or bodies, and have all information requested readily available in an accurate, precise and complete manner and in the format requested including electronic format.

7.2 Reports

The reports to be submitted are set forth in **Schedule 5A** hereto, including the financial reporting requirements established by EIT (current requirements set forth in **Schedule 5B** hereto).

7.3 Reporting

- 7.3.1 All Reports shall be submitted by the Project Participants for (a) each Project Participant individually and (b) the Project Participants together on a consolidated basis. Both the individual and the consolidated collective reports shall be gathered by the Project Coordinator before being sent by the latter to KIC LE.
- 7.3.2 All Reports shall be drawn up in English, in a uniform manner acceptable to KIC LE and EIT/as specified in **Schedule 5A/5B** hereto for each Project Participant and the Project Participants together, and submitted both in hard copy and in an electronic format acceptable to KIC LE and EIT/in the electronic format specified in **Schedule 5A/5B** hereto.
- 7.3.3 All Reports shall be drawn up in accordance with sound reporting and accounting practices. Notwithstanding the fact that each Party shall be free to run and record the Project in accordance with its usual accounting and management principles, KIC LE shall have the right to request, with binding effect upon the Project Participants, the Project Participants to implement a uniform financial reporting system acceptable to KIC LE and/or EIT, provided that such request must not contradict national mandatory law applicable to a Party.

SECTION 8. INTELLECTUAL PROPERTY AND RESULTS

- 8.1 Unless expressly agreed otherwise herein Intellectual Property Rights and Results created/generated in the Project shall be governed by the provisions of the Umbrella Documents including Sections 8 and 9 of and Attachment 4 to the Internal Agreement.
- 8.2 According to Article 30.1 of the FPA, '**Background**' means any data, know-how or information held by any Party — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that: (a) is held by the Parties before they entered into this Project Agreement or no later than before the commencement of the particular KIC added value activity and (b) is needed to implement the KIC added-value activities in which they participate under the Project or exploit the results thereof.
- 8.3 The Background and any modifications proposed by a Party pursuant to Clause 9.1.2 of the Internal Agreement and the relevant Access Rights are specified in **Schedule 3A** hereto, representing the status at the time of this Project Agreement signature.
- 8.4 Schedule 3A shall form an integral part of this Agreement.
- 8.5 According to Article 32.1 of the FPA, '**Results**' means any (tangible or intangible) output of the Project such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the Project, as well as any rights attached to it, including intellectual property rights. For further details and specific provisions, including agreements deviating from or in addition to the general principles of the Umbrella Documents, if any, are set forth in **Schedule 3B** hereto.
- 8.6 Each of the Parties shall (a) notify the Project Coordinator promptly after conceiving or developing during the Project and in the framework of the Project Activities any Result that it considers patentable or subject to any other forms of intellectual property protection as well as any Result with commercial potential, and (b) communicate the full text of any patent application to the Project Coordinator within a reasonable time of its filing, however not later than by the time the filing becomes publicly available. Each Party shall report its disclosure/s in the [annual] reports referred to in Schedule 5A, item 1.3. For the avoidance of doubt: All information shared under this Clause 8.6 or otherwise in respect of Intellectual Property Rights and Results shall expressly be subject to the confidentiality provisions referred to under Section 10 below.

SECTION 9. FINANCIAL SUSTAINABILITY OF KIC LE

Regarding the need for financial sustainability of the KIC LE in the future, the Parties are aware of this EIT requirement and are also aware that a specific task force on financial sustainability, involving participants from industry partners, will be established to address the financial sustainability of the KIC.

SECTION 10. CONFIDENTIALITY

- 10.1 The Parties, including TP, expressly agree to be bound by the confidentiality provisions of the Umbrella Documents, including section 10 of the Internal Agreement.
- 10.2 Without prejudice to the generality of the foregoing, the Parties agree on the specific Project-related provisions set forth in **Schedule 6**, if any.

SECTION 11. CONSEQUENCES OF NON-ACHIEVEMENT OF MILESTONES,

- 11.1 In case a Milestone is not – or becomes seriously likely not to be – achieved in whole or in part (“**Milestone Non-Achievement**”) by one or several Project Participants, the Project Participant(s) concerned shall immediately inform the Project Coordinator (as defined in section 13.2 below) and KIC LE, with copy to the other Project Participants, thereof detailing, inter alia, the Milestone(s) affected, the reasons, the consequences and the measures proposed to make up for the Milestone Non-Achievement.
- 11.2 In case KIC LE determines, in its reasonable discretion, that the Milestone Non-Achievement seriously jeopardizes the Project or substantial parts thereof, KIC LE may order the Project to be discontinued in whole or in part. Upon such decision by KIC LE, the Project Participants’ right to receive the Funding shall cease to exist for the Project or the Project parts affected by such decision, and any amounts already prepaid and unused shall be returned to KIC LE forthwith. In case the Milestone is not achieved due to a wilful act or gross negligence, KIC LE may claim back the parts of the Funding already used, too.

SECTION 12. LIABILITY

- 12.1 The Parties, including TP, expressly agree to be bound by the liability provisions of (a) this Project Agreement and (b) the Umbrella Documents, including sections 4 and 5 of the Internal Agreement (including the responsibility of any Project Participant for its Linked Third Party/ies being or becoming a Party to this Agreement, if any, in line with section 4.3 of the Internal Agreement).
- 12.2 Without prejudice to the generality of Clause 12.1:
 - 12.2.1 The TP Patron shall have joint and several liability towards the other Parties and the EIT for the acts and omissions of TP except if and to the extent (a) the TP risk is covered by the Guarantee Fund and/or (b) expressly agreed to by the other Parties and/or the EIT.
 - 12.2.2 In case KIC LE determines that a Project Participant is in breach of its obligations under this Project Agreement (including Umbrella Documents), KIC LE shall give written notice to such a Project Participant and the Project Coordinator, with copy to the other Project Participants, requiring such breach be remedied within a reasonable period of time not to exceed 30 calendar days. If such breach is substantial and is not remedied within that period or is not capable of remedy, KIC LE may decide on the reasonable consequences thereof which may include – subject to the other Project Participants being heard in advance – the discontinuation of the Project or Project parts affected and/or the respective Project Participant’s exclusion from the Project. Section 11 remains unaffected

SECTION 13. MISCELLANEOUS

- 13.1 KIC LE to inform Project Participants on Umbrella Document Modifications
KIC LE shall immediately notify the Project Participants of any modifications in the Umbrella Documents including any specific guideline or other requirement issued by EIT which need to be observed by the Project Participants in the pursuit of the Project.

13.2 Project Coordinator

The Project Participants have designated University of Miskolc to be the project coordinator towards KIC LE ("**Project Coordinator**"). Any notice or other communication made by the Project Coordinator to KIC LE or delivered by KIC LE to the Project Coordinator shall be deemed to have been made or received by all of the Project Participants. The Project Participants may, with the consent of KIC LE (such consent not to be unreasonably withheld) attribute further rights and obligations to the Project Coordinator consistent with this Project Agreement.

13.3 Project Participant consortium agreements

Nothing contained in this Project Agreement shall prevent the Project Participants from making additional agreements between themselves as to the implementation of the Project ("**Additional Project Participant Consortium Agreements**") subject to

- a. such Additional Project Participant Consortium Agreements being consistent with and subordinated to this Project Agreement and
- b. a copy of any such Additional Project Participant Consortium Agreement being submitted to KIC LE. KIC LE shall have the right to veto any such Additional Project Participant Consortium Agreement in whole or in part if and to the extent it finds it to be inconsistent with this Project Agreement including the Umbrella Documents or substantially affecting otherwise the interests of the KIC, in which event the Additional Project Participant Consortium Agreement affected shall be deemed suspended until clarification.

13.4 Schedules, inconsistencies and severability

13.4.1 This Agreement consists of this core text and

Schedule 1: Project Description (*specific excerpt from annual Business Plan and other particulars, if any, as may be amended from time to time*)

Schedule 2: Budget, Funding, Co-Funding

Schedule 3A: Partners Background and relevant Access Rights

Schedule 3B: IPR – Specific Provisions, incl. Ownership, Co-Ownership, Background

Schedule 4: Partners' Account Details

Schedule 5A: Reports

Schedule 5B: Guidelines for KIC Reporting, as currently issued by the EIT

Schedule 6: Specific Confidentiality Provisions, if any

Schedule 7: Party Addresses for Notices and other Communication

13.4.2 In case the terms of this Agreement are in conflict with the terms of the Umbrella Documents, this Agreement shall prevail unless mandatory provisions in the Umbrella Documents or the Law provide otherwise. In case of any discrepancy between the Umbrella Documents themselves, the Umbrella Documents shall prevail in the order of priority as enumerated under Clause 2.1, sentence 2 above unless mandatory provisions in the Umbrella Documents or the Law provide otherwise. In case of conflicts between the Schedules and the core text of this Agreement, the Schedules shall prevail unless the core text contains rules and regulations of mandatory or general application.

13.4.3 All references to the Umbrella Documents in this Agreement shall be to the Umbrella Documents as valid at the time of the signing of this Project Agreement or, as the case may be, each year of the Extended Duration pursuant to section 4.3. Amendments to the Umbrella Documents occurring thereafter shall be observed by the Parties (a) if concerning matters which, at the point in time referred to in sentence 1, were recognizably pending or under negotiation with or subject to an approval or amendment by EIT or (b) where non-compliance with an amendment required by EIT could cause substantial damage to the Project or the KIC as a whole.

13.4.4 Should any provision of this Project Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Project Agreement. In such a case the Parties concerned shall be entitled to

request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

13.5 No representation of other Parties

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party unless stated otherwise in this Agreement or the Umbrella Documents.

13.6 Notices and other communication

13.6.1 General

Unless provided otherwise in this Project Agreement including section 13.2 above, any notice to be given under this Agreement shall be in writing to the address of the respective Party specified in **Schedule 7** hereto.

Each Party shall have the right and be obliged to notify the other Parties, in writing, on any change of persons or contact details. Until such notification is received, any communication shall be deemed properly made and received if made to the address as per Schedule 7 (or, in case of any change notified, to the most recent address notified).

13.6.2 Formal notices

If it is required in this Project Agreement that a formal notice, consent or approval shall be given such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail/telefax with recorded delivery.

13.6.3 Other communication

Any other communication between the Parties may also be effected by other means allowing a permanent storage including by e-mail.

13.7 Assignment and amendments/written form

13.7.1 Assignment

Except as set out in Section 8.2 of the Internal Agreement, no rights or obligations of the Parties arising from this Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior written approval.

13.7.2 Amendments/written form

Amendments to and modifications of this Agreement shall require a separate written agreement to be signed between all Parties.

13.8 Mandatory national law

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

13.9 Language

This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

13.10 Applicable law

This Agreement shall be construed in accordance with and governed by the laws of Germany excluding its conflict of law provisions.

13.11 Settlement of disputes

13.11.1 The Parties shall endeavour to settle their disputes amicably.

13.11.2 Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Berlin unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

13.11.3 If, and to the extent that any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by any of the Parties concerned, be exclusively referred to and finally determined by arbitration in accordance with the WIPO Expedited

Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, any of the Parties concerned fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party(ies) concerned, be exclusively referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Berlin unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

- 13.11.4 In case (a) the Arbitration proceedings established by the foregoing provisions are not applicable, are not operative, are not initiated by the Arbitrator(s) foreseen under the WIPO Expedited Arbitration Rules or otherwise not functioning or (b) the case involves, whether as plaintiff or defendant, any public institution (or other Party) in France or in any other country the national law of which prohibits the public institution (or other Party) to submit to arbitration, the courts of Berlin/Germany shall have exclusive jurisdiction over the case. The courts of Berlin shall also have exclusive jurisdiction, including on the applicability of the above Arbitration proceedings, in case (c) any Party believes to be or is entitled – for which other reason whatsoever – to bring the case before an ordinary court in spite of the Arbitration proceedings established by the foregoing provisions.

The Parties have caused this Project Agreement to be duly signed by the undersigned authorised representatives in separate signature pages as follows:

Berlin, February 6th, 2019

EIT RawMaterials GmbH

Signature(s)
Name(s)
Title(s)

Dr. Karen Hanghøj
CEO

Dr. Andreas Klosek
COO

[Place and Date]

University of Miskolc ("P1")

Signature(s)

Name(s)

Title(s)

[Place and Date]

AGH University of Science and Technology ("P2")

Signature(s)

Name(s)

Title(s)

[Place and Date]

Fundación Tecnia Research & Innovation ("P3")

Signature(s)

Name(s)

Title(s)

[Place and Date] v Košiciach 25. 02. 2019

Technical University of Kosice ("P4")

Signature(s)

Name(s) Prof. Ing. Michal Cehlár, PhD.

Title(s) Dean FBERG

[Place and Date]

Tecnalia Ventures, S.L., Sociedad Unipersonal ("P5")

Signature(s)

Name(s)

Title(s)

[Place and Date]

VŠB - Technical University of Ostrava ("TP1")

Signature(s)

Name(s)

Title(s)

Schedule 1
PROJECT AGREEMENT No <18197>

Project Description

(specific excerpt from annual Business Plan and other particulars, if any, as may be amended from time to time)

LIMBRA ("LIMit the BRAin drain!")

This project approaches the problem of brain drain with complexity thinking and it offers multilevel solutions: with SMEs development trainings and with other events we improve the under and post graduate engineer students' entrepreneur knowledge with regard to the special needs of Y and Z generations and to the changing competence demand.

Schedule 2
PROJECT AGREEMENT No <18197>

Budget, Funding, Co-Funding

I. Source of Funds

Funding Type/	Contributing Project Participant	EUR	Remarks
Confirmed Funding EIT	KIC LE	288'478 €	
Confirmed Funding KIC	KIC LE	0 €	
Co-Funding Partners			
	P1	12'920 €	
	P2	5'990 €	
	P3	4'074 €	
	P4	6'413 €	
	P5	2'658 €	
Total		320'533 €	

II. Use of Funds

Receiving Project Participant	Confirmed Funding EIT	Confirmed Funding KIC	Co-Funding	Total
P1	116'280 €	0 €	12'920 €	129'200 €
P2	53'905 €	0 €	5'990 €	59'895 €
P3	36'664 €	0 €	4'074 €	40'738 €
P4	57'712 €	0 €	6'413 €	64'125 €
P5	23'917 €	0 €	2'658 €	26'575 €
Total	288'478 €	0 €	32'055 €	320'533 €

(all numbers in EUR)

III. Further Particulars*

** Please, specify: as per Section 5.2 including its break-down as to costs, concepts, activities, time-line, contributions by the Project Participants, if any, and other relevant information both*

for the current year (until the Grant Expiry Date) and the periods to follow (until the Scheduled Project Finish Date if extending beyond the Grant Expiry Date)

Schedule 3A
PROJECT AGREEMENT No <18197>

Partners Background and relevant Access Rights

INTRODUCTION

Purpose of this attachment is to identify and agree (in writing) on the background needed for the Project, this according to:

- Framework Partnership Agreement, ARTICLE 30.1 Agreement on background:
“Background” means any data, know-how or information held by any KIC Partner — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that: is held by the KIC Partners before they entered into the Specific Agreement concerned or no later than before the commencement of the particular KIC added value activity and is needed to implement the KIC added-value activities in which they participate under the specific action or exploit the results thereof. The KIC Partners must identify and agree (in writing) on the background for the KIC added value activities in which they participate under the specific action (‘agreement on background’).

- Framework Partnership Agreement, ARTICLE 31.2 Access rights for other KIC Partners, for implementing their own tasks under the specific action:
“The KIC Partners participating in the same KIC added value activity under the specific action must give each other access — on a royalty-free basis — to background needed to implement their own tasks under the particular KIC added value activity, unless the KIC Partner that holds the background has — no later than before the commencement of the particular KIC added value activity —:
(a) informed the other KIC Partners participating in the same KIC added value activity that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel), or
(b) agreed with the other KIC Partners participating in the same KIC added value activity that access would not be on a royalty-free basis”.

- Framework Partnership Agreement, ARTICLE 31.3 Access rights for other KIC Partners, for exploiting their own results of the specific action:
“The KIC Partners participating in the same KIC added value activity must give each other access — under fair and reasonable conditions— to background needed for exploiting their own results of the same KIC added value activity, unless the KIC Partner that holds the background has — no later than before the commencement of the particular KIC added value activity — informed the other KIC Partners participating in the same KIC added value activity that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel)” (...)

- Internal Agreement, Section 9.1.1:
“The Parties shall identify and agree on the Background for the specific activity as set out in the Project Agreement. They shall also, where relevant, inform each other that Access Rights to specific Background are subject to legal restrictions or limits. Anything not identified in the Project Agreement shall not be the object of Access Right obligations regarding Background.”

- Internal Agreement, Section 9.3:
“Access Rights to Results and Background Needed for the performance of own work of a Party under the specific activity in the Project Agreement shall be granted on a royalty-free basis, unless otherwise agreed for Background”.

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Background typology *	Internal identifier	Partner	Title/ Describe Background	Specific limitations and/or conditions for Implementation (Article 31.2 Framework Partnership Agreement)	Specific limitations and/or conditions for Exploitation (Article 31.3 Framework Partnership Agreement)

***Background typology**

- PAT – Patent
- UM – Utility Model
- TM – Trademark
- ID – Industrial Design
- PVR – Plant Variety Rights
- STP – Semiconductor Topography Right
- GI – Geographical Indication
- C - Copyright
- KH - Know-how
- TS – Trade Secret
- CI – Confidential Information
- DB - Database
- PT - Prototype
- Other (specify)

Parties not mentioned above, provide no data, know-how or information needed by another Party for implementation of the Project (Article 31.2 Framework Partnership Agreement) or Exploitation of that other Party’s Results (Article 31.3 Framework Partnership Agreement).

This represents the status at the time of signature of this Project Agreement.

Schedule 3B
PROJECT AGREEMENT No <18197>

**IPR – Specific Provisions,
incl. Ownership, Co-Ownership, Background**

I. Main Umbrella Document Provisions

8.0 Ownership of Results

*Subject to the IP-Policy in Attachment 4 of this Internal Agreement, as a general rule Results are owned by the Party that generates them. Results may also be owned by the KIC LE **subject to an agreement between the Parties concerned in the specific Project Agreement.***

8.1 Joint ownership

(...) Where Results are generated from work carried out jointly by two or more Parties and it is not possible to separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the Parties shall have joint ownership of this work ...

Unless otherwise agreed:

- *each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis*
- *each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given
 - o *at least 45 days prior notice; and*
 - o *fair and reasonable compensation.**

9.3 Access Rights for implementation

- *Access Rights to Results and Background Needed for the performance of own work of a Party under the specific activity in the Project Agreement shall be granted on a royalty-free basis, **unless otherwise agreed for Background.***

II. Specific Provisions*

In light of the above and for other good and valuable consideration, the Parties agree on the following specific provisions for the Project:

**Please, specify, as the case may be.*

Schedule 4
PROJECT AGREEMENT No <18197>

Partners' Account Details

Schedule 5A
PROJECT AGREEMENT No <18197>

Reports

I. Standard Reports

Without prejudice to the generality of Section 7.1 of the Project Agreement (“**PA**”), and unless specified otherwise under item II of this **Schedule 5A** or waived by KIC LE in writing, the Project Participants shall – through the Project Coordinator as per Section 7.3 PA– submit to KIC LE or any person or entity specified by KIC LE for that purpose (e.g. CLC), the following reports on the Project (each a “**Report**” and collectively “**the Reports**”):

1.1 Financial Reporting

The Project Participants shall strict and timely comply with any and all financial reporting requirements as, when and how established by EIT (“**the EIT Financial Reporting Requirements**”), including currently as set forth in **Schedule 5B** hereto. The Project Participants are aware of the fact and accept that the EIT Financial Reporting Requirements may vary in the course of the Project, and commit to comply with the EIT Financial Reporting Requirements as varied from time to time.

Where the EIT Financial Reporting Requirements are silent or leave room for interpretation, adaptation or putting into practice, or where KIC LE may reasonably deem it in the best interest of the Project or KIC, KIC LE shall have the right to establish additional or specific financial reporting requirements including prescribing certain templates or formats to be used.

1.2 Project Contents Reporting (Quarterly Reports) and Reviewing

The Project Participants shall provide the necessary information, allow for and facilitate a quarterly Project review by KIC LE, EIT or any other competent EU body.

Without prejudice to the generality of the foregoing, the Project Participants shall submit to KIC LE, not later than within two (2) weeks from the end of each calendar quarter a report on the status, progress and forecast of the Project using the blue book tool established (and as may be reasonably amended) for that purpose by KIC LE (“**the Blue Book**”), with special emphasis being put on the Project being on time, on budget, in scope, and proactively reporting any other development, data or information which may be reasonably expected to be delivered as to enable KIC LE to evaluate the Project, its progress, achievements and prospects.

KIC LE shall have the right to request information in addition to the Blue Book, conduct Project reviews (including convening Project review meetings and tele-conferences) and take such other measures as it may reasonably deem fit to satisfy itself of the Project progress and compliance with applicable rules, regulations and budgets.

For the avoidance of doubt: The rights of EIT, the Commission and/or any other EU body under the Umbrella Documents shall not be affected by the foregoing provisions.

1.3 Annual Report

The Project Participants shall submit, not later than within one (1) month from the end of each calendar year, a report (“**Annual Report**”) on the status, progress and forecast of the Project containing the data as per clauses 1.1 and 1.2 above on an annual basis.

1.4 Final Report

The Project Participants shall submit, not later than within one (1) month from the end of the Project, a final report (“**Final Report**”) on the Project in line with the Umbrella Documents and/or as may be requested by EIT or – reasonably

– KIC LE. For the avoidance of doubt: The Final Report may include the Annual Report if the end of the Project coincides with the end of the respective year.

1.5 Grant Application Report

In case the Project extends beyond the Grant Expiry Date, the Project Participants shall submit to KIC LE a report as per clause 5.4.a. PA in good time so as to enable KIC LE to apply for continued Funding of the Project within the framework of the SGA process.

1.6 Ad hoc Report

The Project Participants shall submit a report in case of an event referred to under clause 7.1 lit. c PA and/or as may be reasonably required by KIC LE or any other person or body designated by KIC LE.

1.7 Post-Project Impact Report

The Project Participants shall continue to submit to KIC LE, not later than until 31 March of each calendar year and for the duration of five (5) years after the end of the last year in which Funding is provided by KIC LE for the Project, an annual report on the impact of the project ("**Post-Project Impact Report**"). The Post-Project Impact Report shall be a limited set of information allowing to assess (a) the impact of the Project, basically as per the EIT impact key performance indicators including turnover and jobs created, and (b) the fulfilment of post-Project obligations of the Project Participants, if any, in each case as may be reasonably requested by KIC LE.

II. Specific Reporting Agreements

Please specify any modifications of or amendments to the Standard Reports referred to under item I above, if any

Schedule 5B
PROJECT AGREEMENT No <18197>

Reports
Guidelines for KIC Reporting,
as currently issued by the EIT

The Guidelines for KIC Reporting as currently issued by the EIT are available

- on the blue book tool (referred to under Schedule 5A, Section 1,2),
- or, upon request, from KIC LE,
- for KIC Partners additionally on the EIT Raw Materials web page, Partner area
(<http://eitrawmaterials.eu/partner-area/>)

Schedule 6
PROJECT AGREEMENT No <18197>
Specific Confidentiality Provisions, if any

Schedule 7
PROJECT AGREEMENT No <18197>

Party Addresses for Notices and other Communication