

6G SMART NETWORKS AND SERVICES INDUSTRY ASSOCIATION (6G-IA SNS) COLLABORATION AGREEMENT

Table of Contents

Preamble	2
1 DEFINITIONS	4
1.1 Definitions.....	4
1.2 Additional Definitions	4
2 PURPOSE OF THIS AGREEMENT.....	6
3 GOVERNANCE OF THE COOPERATION	7
3.1 Key Principles:.....	7
3.2 SNS Initiative Steering Board (“Steering Board” or “SB”).....	7
3.3 SNS Initiative Technology Board (“Technical Board” or “TB”):.....	7
3.4 SNS Initiative Working Groups (“Working” Groups or “WGs”):	8
3.5 SNS SB/TB/WGs participation – Benefits and Obligations:.....	8
4 IPR and ACCESS RIGHTS.....	9
4.1 General Principles relating to Access Rights to SNS Action Results.....	9
4.2 Grants of Access Rights to SNS Action Results	10
4.3 Access Rights to public SNS Action Results for Entities under the Same Control.....	12
4.4 Inability to grant Access Rights due to third parties’ rights.....	12
4.5 Have made rights	12
4.6 Confidentiality.....	12
5 LIABILITY:	14
5.1 No warranties.....	14
5.2 Limitations of liability.....	14
6 GOVERNING LAW AND DISPUTES.....	15
7 MISCELLANEOUS.....	16
7.1 Miscellaneous	16
7.2 Term and Termination	16
7.3 Formal notices.....	17
7.4 Severability.....	17
7.5 Accession.....	17
Annex 1 - Declaration of Accession.....	19
Annex 2 – List of SNS Actions	20

6G SMART NETWORKS AND SERVICES INDUSTRY ASSOCIATION (6G-IA SNS) COLLABORATION AGREEMENT

THIS AGREEMENT IS BETWEEN:

The 6G Smart Networks and Services Industry Association (**6G-IA**);

And

Each beneficiary to a Grant Agreement with the Smart Networks and Services (SNS) Joint Undertaking (JU) in respect of a particular SNS Action, that has acceded to this Agreement by signing an Accession Form;

And

A 6G IA member, which is not a beneficiary in any particular SNS Action, but is involved in a SNS Working Group;

Each individually referred to as “Party” and jointly referred to as “Parties”.

Preamble

1. The 6G Smart Networks and Services Industry Association (**6G-IA**) is an international non-profit association under Belgian law, gathering numerous organisations from industry, research and also SME’s and other associations.
2. On 30 November 2021, the European Commission published at the Official Journal of the European Union the Council Regulation (EU) 2021/2085 of 19 November 2021 establishing the Joint Undertakings under Horizon Europe and repealing Regulations (EC) No 219/2007, (EU) No 557/2014, (EU) No 558/2014, (EU) No 559/2014, (EU) No 560/2014, (EU) No 561/2014 and (EU) No 642/2014 including the Smart Networks and Services Joint Undertaking (SNS JU), hereinafter the Single Basic Act (SBA) and the 6G Industry Association (6G IA) signed the Commitment Letter on 9 December 2021. The Regulation sets out the basic objectives of the SNS JU, and sets up a Governing Board comprising representatives from the European Commission and members of the 6G IA. In accordance with Article 161 of the Single Basic Act, the 6G-IA is a member of the Smart Networks and Services Joint Undertaking, together with the Union, represented by the Commission.
3. CHAPTER 3 Organisation of the joint undertakings and Title IX of the Single Basic Act above sets out how the SNS JU is to work.

In addition to the bodies in the SBA the 6G Initiative comprises the selected projects under the JU umbrella in all programme phases. The Steering Board and the Technology Board coordinate collaboration activities between SNS Actions. This SNS Initiative is organised under the 6G IA Collaboration Agreement.

The JU will have a number of parallel mainstream RTD and Innovation projects to investigate the different technical concepts and systems as well as optimising their performance and validate their feasibility as indicated in the work programme, which is based on SRIA priorities.

The purpose of the SNS JU is that SNS Actions cooperate on common objectives according to Articles 159 and 160 in the SBA. Therefore, each project needs to plan dedicated tasks and allocated resources for these common activities in order to ensure commitment to the holistic approach in accordance with the provisions of Article 7 of the Grant Agreement for the SNS Action involved. These collaboration activities comprise contribution to Working Groups, the Steering Board and the Technology Board. The beneficiaries in a SNS Action are expected to

be active in these bodies;

Coordination and Support Actions are facilitating and supporting the collaboration activities and the bodies under the SNS Initiative.

The Collaboration Agreement aims to facilitate the cooperation between different collaborative RTD and Innovation projects.

4. According to the requirement in Article 7 of the Model Grant Agreement of Horizon Europe (MGA), the 6G IA prepared a Collaboration Agreement to be signed between participants in Actions (defined below) in order to implement the 6G Initiative, but always in the context of the following general objectives and specific objectives set out in the Single Basic Act on Action setting up the SNS JU:
- *General Objectives of Joint Undertakings according to*
 - *Article 4 – Objectives and principles and*
 - *Article 5 – Operational objectives and tasks*
 - *Specific Objectives of the SNS JU according to*
 - *Article 159 Additional objectives of the Smart Networks and Services Joint Undertaking*
 - *Article 160 Additional tasks of the Smart Networks and Services Joint Undertaking*

5. The MGA includes in Articles 3 and 7 provisions for Linked Actions:

ARTICLE 3 — ACTION

The grant is awarded for the action [insert project number] — [insert acronym] ('action'), as described in Annex 1.

[OPTION if selected for the grant (for linked actions): This action is linked to the action(s) set out in the Data Sheet (see Point 1) ('linked actions').]

ARTICLE 7 — BENEFICIARIES

[OPTION if selected for the grant: For linked actions, the beneficiaries must have arrangements with the participants of the other action, to ensure that both actions are implemented and coordinated properly.

If required by the granting authority (see Data Sheet, Point 1), these arrangements must be set out in a written collaboration agreement with the participants of the other action or, if the consortium is the same, as part of their consortium agreement, covering for instance:

- *the internal organisation and decision-making processes*
- *the areas where close collaboration/synchronisation is needed (e.g., on management of outputs, common approaches towards standardisation, links with regulatory and policy activities, common communication and dissemination activities, sharing of information, access to background and results, etc.)*
- *settlement of disputes*
- *liability, indemnification and confidentiality arrangements between the beneficiaries in both actions.*

The arrangements with the participants of the other action must not contain any provision contrary to this Agreement.]

6. The purpose of this Collaboration Agreement:
- (a) to enable Parties to comply with the Articles 3 and 7 of the SNS Action Grant Agreements, since the SNS Action Grant Agreements contain or will contain the optional clauses referred to above
 - (b) (to the extent relevant) to implement the SNS Initiative.

IT IS NOW AGREED AS FOLLOWS:

1 DEFINITIONS

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined herein, and where not defined here they shall, for each SNS Action, have the meaning defined either in the Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation and laying down its rules for the participation and dissemination (Rules) or in the Grant Agreement for that SNS Action.

1.2 Additional Definitions

“Accession Date” means, for each Party, the date of the signature of the Declaration of Accession by that Party joining this Collaboration Agreement.

“Affiliated Entities” as defined in Art. 2 of the Grant Agreement of an Action are entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/104612 which participate in the Action with similar rights and obligations as the beneficiaries.

“An Entity under the Same Control” of a Party means:

- (a) any Legal Entity directly or indirectly Controlling, Controlled by, or under common Control with that Party, for so long as such Control lasts; or
- (b) any other Legal Entity that is listed in Annex 1 part 2 to this Collaboration Agreement as being an Affiliate of that Party, where such Legal Entity is one in which that Party (or a Legal Entity qualifying as an Affiliate of that Party under (a) directly above) has a 50% equity share or is the single largest equity shareholder.

For the above purposes, “Control” of any Legal Entity shall exist through the direct or indirect:

- (a) ownership of more than 50% of the nominal value of the issued share capital of the Legal Entity or of more than 50% of the issued share capital entitling the holders to vote for the election of directors or persons performing similar functions, or
- (b) right by any other means to elect or appoint directors of the Legal Entity (or persons performing similar functions) who have a majority vote.

“Collaboration Agreement” means this SNS Collaboration Agreement.

“Sensitive Information” means any information and data of whatever nature disclosed by any of the Parties of one SNS Action (“Disclosing Party”) to any other Party of another SNS Action in connection with this Collaboration Agreement after acceding to this Collaboration Agreement, irrespective of the medium in which such information or data is embedded, subject to the various exclusion and other provisions set forth in Section 4.6 below, and,

- when disclosed in tangible form, is marked “*confidential*” or “*sensitive*” or similarly by the Disclosing Party, and
- when disclosed orally or visually, is identified at the time of disclosure as confidential or sensitive and confirmed in writing (including e.g., in meeting minutes) as being confidential within 30 days after such disclosure.

“Declaration of Accession” means a declaration in the form as provided in Annex 1 to become a Party to this Collaboration Agreement.

“SNS Consortium Agreement” means the consortium agreement for an SNS Action.

“SNS Action Background” means any and all, data, information or know-how (tangible or intangible) whatever its form or nature, including any IPRs that is/are:

- (i) owned by a Party or that a Party has a right to license, prior to the date it acceded to its SNS Action Grant Agreement; or
- (ii) developed or acquired by a Party independently from the work in the SNS Action even if in parallel with the performance of the Action,

but solely to the extent that such data, information, know-how and/or IPRs are used in or introduced into the SNS Action by the Party who owns or has the right to license it.

“SNS Action Results” shall have the meaning given to *Results* in the SNS Action Grant Agreement (Article 16.2) to which the Licensor is a *beneficiary* meaning any tangible or intangible effect of the SNS Action, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the SNS Action as well as any rights attached to them, including Intellectual Property Rights. SNS Action Results do not include the effects generated/produced by activities outside of the SNS Action — be it before the SNS Action starts, during its course or after it ends.

According to the Grant Agreement in Article 17 results should be disseminated as soon as feasible in a publicly available format.

SNS Action Results are available in the form of (c.f. Horizon Europe proposal template):

- **Type:**

Use one of the following codes:

R:	Document, report (excluding the periodic and final reports)
DEM:	Demonstrator, pilot, prototype, plan designs
DEC:	Websites, patents filing, press & media actions, videos, etc.
DATA:	Data sets, microdata, etc.
DMP:	Data management plan
ETHICS:	Deliverables related to ethics issues.
SECURITY:	Deliverables related to security issues
OTHER:	Software, technical diagram, algorithms, models, etc.

- **Dissemination level:**

Use one of the following codes:

PU	Public, fully open, e.g., web (Deliverables flagged as public will be automatically published in CORDIS project’s page)
SEN	Sensitive, limited under the conditions of the Grant Agreement
Classified R-UE/EU-R	EU RESTRICTED under the Commission Decision No2015/444
Classified C-UE/EU-C	EU CONFIDENTIAL under the Commission Decision No2015/444
Classified S-UE/EU-S	EU SECRET under the Commission Decision No2015/444

“Indirect Utilization” means that Access Rights for Exploitation granted pursuant to this Collaboration Agreement shall include the right for a Party and its Entities under the same control to whom such Access Rights are granted to have a third party make, only for the account of and for the use, sale or other disposal by the Party and such Entities under the same control, products or services, provided that the substantial portion of the specifications of such products or services has been designed by or for such Party and such Entities under the same control.

“Intellectual Property Rights” or “IPR” means: patent, patent applications and other statutory rights in inventions; copyrights (including without limitation copyrights in software); registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs; and other similar or equivalent forms of statutory protection, wherever in the world arising or available.

“Needed” means in respect of executing or carrying out the SNS Action, and/or in respect of “Exploitation of SNS Action Results”, technically essential and:

- (i) where IPRs are concerned, that those IPRs would be infringed without Access Rights being granted under this Collaboration Agreement;
- (ii) where Sensitive Information is concerned, only Sensitive Information which has been disclosed in the course of the activities under this Collaboration Agreement may be considered as technically essential, except as otherwise agreed between the Parties.

“Access Rights” means, for each SNS Action, the right to use SNS Action Results under the terms and conditions laid down in this Collaboration Agreement but excluding the right to use any of a Party’s SNS Action Background, or any IPR created by a Party or one of its Entities under the same control in parallel to and independent of its SNS Action.

“SNS Action” means an Action funded under the Smart Networks and Services (SNS) Joint Undertaking (JU) Program and to which the following applies:

- (a) the option on Linked Actions in Articles 3 and 7 of the Model Grant Agreement is included in the final SNS Action Grant Agreement, and/or
- (b) at least one of the beneficiaries to the Actions listed at Annex 2 hereto agrees, to sign this SNS Collaboration Agreement.

“SNS Action Coordinator” means the Coordinator of a particular SNS Action.

“SNS Action Technical Manager” means the person, as the case may be, designated as the Technical Manager in a particular SNS Action.

“SNS Action Grant Agreement” means, for each SNS Action, the Grant Agreement that applies to that SNS Action.

“Licensor” means the Party which is granting the Access Rights under this Collaboration Agreement.

“Licensee” means the Party which is receiving the Access Rights under this Collaboration Agreement.

“Observer” means 6G IA members, which are not beneficiaries in any SNS Action.

“SRIA” means the Strategic Research and Innovation Agenda, e.g., of the Networld Europe European Technology Platform (<https://www.networldeurope.eu/>).

2 PURPOSE OF THIS AGREEMENT

2.1 The Parties have agreed to put in place this Collaboration Agreement for the following purposes:

- (a) to enable Parties inter se to comply with Articles 3 and 7 of the SNS Action Grant Agreement, and
- (b) (to the extent relevant) to implement the SNS Initiative.

- 2.2 For the avoidance of doubt, nothing in this Collaboration Agreement shall be construed to prevent all Parties to a particular SNS Action from agreeing (in the SNS Consortium Agreement of their SNS Action) to additional, supplementing Access Rights (including conditions there-fore) or confidentiality obligations, provided that such obligations shall apply only to the Parties of that SNS Action and their participation in that SNS Action. This should be implemented in further specific agreements between the Parties involved.
- 2.3 For the avoidance of doubt the terms of each SNS Consortium Agreement (and not the terms of this Collaboration Agreement) will govern all terms that apply between Parties to the same SNS Action. This Collaboration Agreement only deals with terms that apply between Parties to different SNS Actions.

3 GOVERNANCE OF THE COOPERATION

The governance of the cooperation under this Collaboration Agreement is related to the governance of the 6G SNS Initiative below. The Governing Board of the SNS JU, the Executive Director, the states' representatives' group and the stakeholders' group, are described in the Single Basic Act.

3.1 Key Principles:

The key principles for the governance under the Collaboration Agreement are:

- (a) on the one hand support the goals of openness, transparency and representativeness and on the other hand ensure an efficient management with minimized overhead, and
- (b) a collaborative approach by respecting the legitimate interests of all Parties, which excludes top-down decision making by a small number of organisations on behalf of the others.

3.2 SNS Initiative Steering Board ("Steering Board" or "SB")

The Steering Board will comprise of each SNS Action Coordinator (if it is a Party), a representative of the 6G-IA, and a representative of the European Commission as observer. Its role is to provide guidance on the overall partnership initiative, including:

- (a) the cooperation between Actions and joint events to promote results of the SNS Actions, concepts and systems,
- (b) recommend on collaboration and synchronisation of activities, including but not limited to on management of outcomes, common approaches towards standardisation SME involvement, links with regulatory and policy activities, and commonly shared dissemination and awareness raising activities.

The Steering Board will be created during the first quarter of 2023. The Steering Board will, as soon as reasonably practical from the date of its establishment, agree upon an internal regulation, dealing with its internal organization, and procedures, all to be carried out taking into account the key principles of article 3.1 and all decisions to be carried out in accordance with the terms of this Collaboration Agreement by appropriate "Terms of Reference."

3.3 SNS Initiative Technology Board ("Technical Board" or "TB"):

The Technology Board will comprise of each SNS Action Technical Manager, a representative of the 6G-IA, and a representative of the European Commission as observer. The Technology Board will

- (a) Organise technical meetings and workshops, and establish calls within the organisation for research proposals to address research gaps.

- (b) Organize the drafting and publication of relevant technical reports/white papers, reflecting the views/vision/findings/conclusions of a (sub)set of projects/actions, on commonly agreed important technical issues/challenges.

The Technology Board will be created will be created during the first quarter of 2023. The Technology Board will, as soon as reasonably practical, agree upon an internal regulation, dealing with its internal organization, and procedures, and such internal regulation will take into account the key principles of article 3.1. and all decisions to be carried out in accordance with the terms of this Collaboration Agreement by appropriate “Terms of Reference.”

3.4 SNS Initiative Working Groups (“Working” Groups or “WGs”):

The Steering Board may decide to set up Working Groups on a need basis for activities under the SNS Initiative which require the involvement of more than one SNS Action. The Steering Board will decide the composition and activities of any such Working Groups. If established, any such Working Groups will work under the direction of, and will report to, the Steering Board.

6G-IA members, which are not beneficiaries in any SNS Action, may participate as observers in Working Group activities and may contribute to their activities. They can only receive public SNS Action Results but do not get Access Rights.

3.5 SNS SB/TB/WGs participation – Benefits and Obligations:

The members of the SNS Steering Board , Technology Board and Working Groups representing an SNS Action will enjoy the following benefits (non-exhaustive):

- (a) Use of the SNS JU Dissemination and Communication outlets (e.g., website, news-letter, webinars) to improve the awareness and impact of their results and to extend the relevant engaged audience.
- (b) Use of the SNS JU Dissemination and Communication tools (e.g., templates, logos, mail lists) to assist with their D&C efforts and to increase the impact of their results/outcome through the use of a strong identity/ brand name.
- (c) Access to information about the activities, status and outcomes of the other SNS Actions and exchange of knowledge/results/conclusions with the peer SNS Actions, leading to enhanced insights / common understanding and valuable feedback for each SNS Action
- (d) Participation in common publications on specific important technical issues and/or vision/strategy reports (based on common discussions and converged results / conclusions), increasing the visibility and impact of the project/action generated Results.
- (e) Increased impact of SNS Action Results in international standardisation based on the common SNS objectives and the overall system approach in the Joint Undertaking.
- (f) Certificate of active participation and on-time completion of action points (issued by the SB and/or TB chairpersons respectively, also based on feedback from the WG chairpersons) for the projects/actions to use during their project review (proving their commitment to the common goals of the SNS JU).

The members of the SNS Steering Board, Technology Board and Working Groups representing a SNS Action have the following obligations (non-exhaustive), for the duration of their SNS Action:

- (a) Regular attendance (by the Action Coordinator and/or Technical Manager or by a nominated deputy) at the SB/TB/WG meetings/telcos, to represent their respective SNS Action, to provide updates on their SNS Action overall and/or technical progress and to take part in common discussions/decisions and coordination activities.
- (b) Timely delivery of agreed upon input towards the SNS JU office (as reflected in the SB/TB/WG meeting minutes and/or Action Point list) regarding relevant KPIs/KVIs, which may include (but are not limited to), project key achievements, technical KPIs, program/impact KPIs, survey/consultation results, etc.
- (c) Timely completion of agreed upon action points for their respective SNS Action (as documented by the SB/TB/WG chairperson in the previous meeting minutes).
- (d) Contributions to agreed white papers and other common documents.
- (e) Coordination and Support Actions are facilitating and supporting the collaboration activities and the bodies under the SNS Initiative.

In case the beneficiaries in a SNS Action remain inactive in the SNS Steering Board, Technology Board or Working Groups for an extended period of time, meaning for at least four weeks after receiving one reminder and/or fails to provide in a timely fashion the necessary requested input for the common activities as defined in this Section 3 and/or by the internal regulation of each body, meaning that the requested input for the common activities has not been provided for at least four weeks after receiving one reminder, the beneficiaries to the SNS Action involved may be considered in breach of the Collaboration Agreement. The Governing Board of the 6G-IA, upon proposal of the Steering Board, will be entitled to determine that the beneficiaries in a SNS Action are in breach of this Agreement in accordance with the provisions of Article 7.2.3 (ii) of this Agreement and will decide on the consequences thereof, which may include termination of this Collaboration Agreement.

4 IPR and ACCESS RIGHTS

This Collaboration Agreement governs the grant of Access Rights by a Party of its SNS Action Results, to Parties of other SNS Actions, and general cooperation between SNS Actions. In the event Parties from different SNS Actions agree in writing, at their sole discretion, to participate in joint common technical research collaboration, or to otherwise carry out activities which could result in new IPR (whether such IPR could be created solely by a Party, or created jointly with a Party from another SNS Action), such Parties may enter into a specific agreement, dealing amongst others with ownership and licenses for results created under such cross technical research collaboration.

4.1 General Principles relating to Access Rights to SNS Action Results

- (i) all Access Rights to public SNS Action Results (limited to the dissemination level **PU – public**) herein are granted by one Party of an SNS Action to another Party of another (but not the same) SNS Action and are granted on a non-exclusive worldwide basis and without the right to grant sub-licenses, unless otherwise agreed upon or expressly mentioned herein;
- (ii) no further Access Rights to SNS Action Results with other dissemination levels (**SEN – Sensitive**, limited under the conditions of the Grant Agreement, **Classified R-UE/EU-R – EU RESTRICTED** under the Commission Decision No2015/444, **Classified C-UE/EU-C – EU CONFIDENTIAL** under the Commission Decision No2015/444 and **Classified S-UE/EU-S –**

EU SECRET under the Commission Decision No2015/444) are granted hereunder. If the owner of such other SNS Action Results would decide at its discretion to grant further Access Rights to such classified SNS Action Results, further specific agreements with the involved participants of different SNS Action(s) shall be entered into. For the avoidance of doubt, there is no obligation for the owner(s) to provide such further access rights, beyond the Access Rights granted under the SNS Action Grant Agreement, the SNS Consortium Agreement or this Collaboration Agreement. For the avoidance of doubt, the beneficiaries in SNS Actions are free to agree, in the frame of a written agreement, upon additional Access Rights to be granted to other beneficiaries in other SNS Actions.

- (iii) other than in exceptional circumstances, no transfer costs shall be charged for the granting of Access Rights.
- (iv) Any Party choosing to rely on any deemed grant of Access Rights pursuant to this Collaboration Agreement does so at its own risk as nothing in this Collaboration Agreement prohibits a Party or any other party seeking by whatever means it chooses to enforce its IPRs or contract or other rights if such Party or other party considers such right is not subject to such deemed grant, for example because the exercise of Access Rights is not Needed as the case may be.
- (v) The obligation to grant and the right to receive Access Rights under this Collaboration Agreement, unless terminated earlier or agreed otherwise by the Parties, expires three (3) years after the end of this Collaboration Agreement.
- (vi) The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

4.2 Grants of Access Rights to SNS Action Results (limited to the dissemination level PU – public)

- 4.2.1 A. Each Party (“Licensor”) agrees to grant Access Rights to its public SNS Action Results to each of the other Parties in other SNS Actions (“Licensee”):
- (a) on a royalty free basis, to the extent that the Licensee Needs such Access Rights for implementing its own tasks under its own SNS Action, and
 - (b) on Fair and Reasonable Conditions, to the extent that the Licensee Needs such Access Rights for Exploiting its own SNS Action Results.

In any case the Licensee must demonstrate and substantiate the Need for the Access Rights to the specific public SNS Action Results.

The Licensee shall make a written request to the Licensor from which it requires the Access Rights for Exploiting its own SNS Action Results. The written request shall identify the public SNS Action Results of the Licensor and the own SNS Action Results concerned. Any such Access Rights shall only be granted upon the signature of a written agreement between the Licensee and Licensor and shall not be otherwise deemed granted.

Specific additional provisions for Access Rights to Software:

Parties' Access Rights to Software (i) do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, and (ii) apply only to object code as generated in the SNS Action concerned by the Party granting the Access Rights.

B. In the case of Calls for Proposals under the conditions of Article 22.5 in the Horizon Europe Regulation,

Article 22 – Legal entities eligible for participation

5. For actions related to Union strategic assets, interests, autonomy or security, the work programme may provide that the participation can be limited to legal entities established only in Member States or to legal entities established in specified associated or other third countries in addition to Member States. Any limitation of the participation of legal entities established in associated countries which are EEA members shall be in accordance with the terms and conditions of the Agreement on the European Economic Area. For duly justified and exceptional reasons, in order to guarantee the protection of the strategic interests of the Union and its Member States, the work programme may also exclude the participation of legal entities established in the Union or in associated countries directly or indirectly controlled by non-associated third countries or by legal entities of non-associated third countries from individual calls for proposals, or make their participation subject to conditions set out in the work programme.

no Access Rights will be provided to restricted legal entities according to Article 22.5 for all SNS Results from the respective restricted SNS Actions.

C. In the case of economic sanctions or restrictions towards specific countries, legal entities and/or individuals by the European Union and/or EU Member States (hereinafter "Sanctions") the following shall apply: (1) the SNS JU Governing Board will be requested to formulate an opinion whether or not such Sanctions may affect directly or indirectly certain Parties to this Collaboration Agreement and potential beneficiaries in new SNS Actions, since they fall under the scope of such Sanctions. (2) based on the opinion of the SNS JU Governing Board, where it is confirmed that the Sanctions affect certain Parties or potential beneficiaries, the Governing Board of the 6G-IA shall decide to terminate the participation of such affected Parties to this Collaboration Agreement with immediate effect and the Chairperson of the Governing Board of 6G-IA will provide written notice of such termination to the affected Parties. All Access Rights granted to the affected Parties under the SNS Action Results provided for by this Collaboration Agreement will lapse from the date of the notice. Alternatively, the Governing Board of the 6G-IA may decide that beneficiaries in new SNS Actions affected by the Sanctions will not be invited to accede to this Collaboration Agreement.

D. Export Control

No Party shall be considered to be in breach of this Collaboration Agreement if it is prevented from fulfilling its obligations under the Collaboration Agreement due to a restriction resulting from import or export laws, regulations, restrictions and sanctions pertaining to certain countries, transactions or legal entities or individuals, and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or

authorisation properly and in time. Each Party will notify the SNS Initiative Steering Board of any such restriction without undue delay.

4.2.2 For the avoidance of doubt, no Access Rights are granted between Parties to SNS Action Background.

4.2.3 Each Party will, through its SNS Action Coordinator, and subject to the confidentiality obligations existing under the individual SNS Actions, share with the other SNS Actions, the technical reports created by it within its SNS Action, as required by Article 21.2 of Grant Agreement, but subject always to the confidentiality obligations in Article 13 of Grant Agreement. Each Party will, through its SNS Action Coordinator, share with the 6 G IA the relevant information to allow the 6G IA to comply with its obligations under the Single Basic Act JU, subject to the confidentiality provisions of this Collaboration Agreement.

4.3 Access Rights to public SNS Action Results for Entities under the Same Control

Each Party agrees to grant Access Rights to its public SNS Action Results (limited to the dissemination level PU – public) to any Entity under the same Control of a Party in another SNS Action as if such Entity under the same Control was a Party, and subject to the condition that such Entity under the Same Control shall fulfil all confidentiality obligations towards the other Parties as if such Entity under the Same Control was a Party to the Collaboration Agreement. Access Rights granted to any such Entity under the Same Control are subject to the continuation of the Access Rights of the Party of which it is an Entity under the Same Control, and shall automatically terminate upon termination of the Access Rights granted to such Party. Further, if an Entity under the Same Control fails in any material respect to comply with the undertaking given by it as above, and fails to rectify the non-compliance after being given a reasonable opportunity to do so, all Access Rights granted to it based upon that undertaking shall terminate.

4.4 Inability to grant Access Rights due to third parties' rights

When a Party is unable to grant Access Rights which it reasonably believes that another Party will require under Section 4.2.1, or when the granting of such Access Rights is subject to any limitations or any restrictions which might substantially affect the terms and conditions of the granting of such Access Rights, it will promptly notify in writing such other Party.

4.5 Have made rights

Access Rights for Exploitation include the right of Indirect Utilization.

4.6 Confidentiality

4.6.1 Period of confidentiality

For any Sensitive Information the period of confidentiality shall be five (5) years from the date of disclosure ("Confidentiality Period").

4.6.2 Confidentiality obligations

Each Party undertakes that:

- it will not during the Confidentiality Period of any Sensitive Information use such Sensitive Information for any purpose other than in accordance with the terms of the Collaboration Agreement; and
- it will during the Confidentiality Period use the same standard of care to protect the Sensitive Information as it does with confidential information of its own (and not less

than reasonable care) and not disclose the same to any third party without the prior written consent of such owner in each case. Third party as stated in the foregoing sentence does not include, and does not prevent (i) disclosure to Entity under the same Controls in accordance with Section 4.3 above and (ii) disclosure to any external expert outside any SNS Action invited to the Technology Board above or a Working Group, provided that such expert or member has entered into confidentiality obligations substantially similar to those included in this Agreement prior to such disclosure; and

- it will during the Confidentiality Period only communicate Confidential Information on a need-to-know basis to another Party, an Entity under the same Control or an expert to the Technology Board or Advisory Board member (on terms as stated above); and
- it will during the term of the Collaboration Agreement, when communicating with any Party, an Entity under the same Control, expert to the Technology Board or a Working Group member as stated above, strictly comply with any procedures for marking and handling of documents as decided by the Steering Board.

provided always that such agreement and undertaking shall not extend to any Sensitive Information which the receiving Party can show:

- a) was at the time of disclosure to or retrieval by the receiving Party published or otherwise generally available to the public, or
- b) has after disclosure to or retrieval by the receiving Party been published or become generally available to the public other than through any act or omission on the part of the receiving Party or its Entities under the same Control or
- c) was already in the possession of the receiving Party, without any restrictions on disclosure, at the time of disclosure to or retrieval by the receiving Party or its Entities under the same Control, or
- d) was rightfully received by a receiving Party or its Entities under the same Control from others, including Entities under the same Control, without any undertaking of confidentiality, or
- e) was developed by the receiving Party or its Entities under the same Control independently of the performance of this Collaboration Agreement.

Notwithstanding anything to the contrary, nothing in this Section 4.6 shall be understood to grant or constitute any direct or implied license to any copyright or patent, and each Party (and its Entities under the same Control) shall retain the right to enforce its and their copyright and patents against any other Party in relation to the use, distribution or marketing of any hardware, software products or service.

Nothing in this Collaboration Agreement shall prohibit or restrict any Party's right to develop, make, use, market, license or distribute technology or services similar to or competitive with those disclosed in any Sensitive Information of another Party as long as it does thereby not breach this Agreement. Each Party acknowledges that the other Parties may already possess or have developed technology or services similar to or competitive with those disclosed in the Sensitive Information of a Party.

4.6.3 Communication of information

For the avoidance of doubt, it is stated that the confidentiality obligations under this Collaboration Agreement shall not be interpreted as to prevent the communication of Sensitive Information

- as is needed to be communicated to comply with mandatory applicable laws or regulations or a court or administrative order provided that insofar as reasonably possible the complying Party shall, to the extent permitted by law, prior to such communication, inform the owner of the Sensitive Information of such possible need and shall, as far as is reasonably possible and to the extent legally possible, comply with such owner's reasonable instructions designed to protect the confidentiality of such Sensitive Information;
- subject to Section 4.6. 4 to any Entity under the same Control or to any other third party (including the Commission) insofar as strictly needed for the proper carrying out of the Collaboration Agreement;
- to any third party as strictly needed for technical reasons and insofar as needed for the exercising of Access Rights granted hereunder.

4.6.4 Communication to third parties

With respect to any permitted communication of any Sensitive Information referred to in the previous Section 4.6.3 by the receiving Party to a third party (including but not limited to its Entities under the same Control and subcontractors) the receiving Party will: (i) ensure that appropriate arrangements are in place prior to any such disclosure, to protect the Sensitive Information to a similar degree as provided in Section 4.6.2; and (ii) use reasonable endeavours to ensure compliance with such arrangements.

5 LIABILITY:

5.1 No warranties

In respect of any information or materials (including SNS Action Results) supplied by any Party to a Party in another SNS Action under this Collaboration Agreement, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable vis-à-vis any of the other Parties in case of infringement of proprietary rights of a third party resulting from any other Party (or its Entities under the same Control) exercising its Access Rights.

5.2 Limitations of liability

5.2.1 Liability: general

Subject to the following provisions of this Section 5.2, the general provisions of Belgian law governing liability (including both contractual and non-contractual liability) shall apply to any claim between the Parties for loss or damage caused by a Party, its employees, agents and Subcontractors and arising in connection with this Collaboration Agreement.

5.2.2 Excluded liabilities

To the extent permissible under applicable law and except as otherwise provided specifically below in this Section 5.2.2, in no event shall any Party be liable to another Party for loss or damage caused by a Party, its employees, agents and subcontractors in connection with this Collaboration Agreement for any of the following, however caused or arising, on any theory of liability, and even if such Party was informed or aware of the possibility thereof:

- loss of profits, revenue, income, interest, savings, production and business opportunities;
- lost contracts, goodwill, and anticipated savings;
- loss of or damage to reputation or to data;
- costs of recall of products; or
- any type of indirect, incidental, punitive, special or consequential loss or damage.

The foregoing exclusion shall not apply in the case of any breach by a Party of its obligations under Article 4.6 (Non-disclosure of Sensitive Information).

5.2.3 Financial limit on liability

The total aggregate liability of each Party to all of the other Parties collectively in respect of any and all claims (including for loss or damage caused by a Party, its employees, agents and Subcontractors) rising in connection with this Collaboration Agreement shall not exceed 200.000 Euro.

5.2.4 The exclusions and limitations

The exclusions and limitations stated above shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the negligence or wilful act of a Party, its directors, employees, agents and Subcontractors; wilful misconduct, gross negligence, wilful breach by a Party of any obligation accepted under this Collaboration Agreement; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

5.2.5 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Collaboration Agreement or from its use of SNS Action Results

6 GOVERNING LAW AND DISPUTES

- 6.1 This Collaboration Agreement shall be construed according to and governed by the laws of Belgium, excluding its conflict of law provisions.
- 6.2 All disputes or differences directly arising in connection with this Collaboration Agreement, including any dispute in which a Party alleges that another Party has abused its power, which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Brussels. Such court shall have jurisdiction in the event of a counterclaim made by the defendant in the legal action.
- 6.3 The Parties concerned may instead elect unanimously to seek to resolve by mediation any dispute or difference arising in connection with this Collaboration Agreement and which cannot be settled amicably by them.
- 6.4 Notwithstanding the foregoing, any Party shall be free to seek interim injunctive relief or any other temporary measures before any applicable competent court or tribunal, wherever located, in order to seek to prevent or restrain any (i) infringement of its or their IPRs and/or (ii) unauthorized disclosure of Sensitive Information.

7 MISCELLANEOUS

7.1 Miscellaneous

7.1.1 No partnership or agency

Nothing in this Collaboration Agreement shall create a partnership or agency between any or all of the Parties.

7.1.2 No implied license

Except as explicitly granted in this Collaboration Agreement, no license, immunity, or other right is granted or assigned under this Collaboration Agreement, either directly or indirectly, by implication, estoppel or otherwise, to any Party or any of its Entities under the same Control with respect to any IPR of the other Parties or their Entities under the same Control.

7.1.3 Enforcement of Intellectual Property Rights

No Party shall have any obligation under this Collaboration Agreement to institute any action or suit against any third party for infringement of any IPR to which it has granted a license hereunder, or to defend any action or suit brought by any third party which challenges or concerns the validity of any such IPR. In addition, no Party to which any other Party has granted an IPR license under this Collaboration Agreement shall have any right to institute any action or suit against third parties for infringement of any such IPR.

7.1.4 Assignment and amendments

Except as otherwise provided under this Collaboration Agreement, no Party shall, without the prior written consent of the other Parties, assign or otherwise transfer partially or totally any of its rights and obligations under this Collaboration Agreement. Such consent shall not be unreasonably conditioned, withheld or delayed when such assignment or transfer is in favour of another Party or an Entity under the same Control of the assigning Party or one of the other Parties. Such consent shall be deemed granted where a Party has obtained the agreement of the Parties to its own SNS Action to such an assignment, and (if required) consent of the Commission.

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

7.2 Term and Termination

7.2.1 Term

This Collaboration Agreement shall come into force for each Party as from that Party's Accession Date.

This Collaboration Agreement shall continue in full force and effect until the termination, completion or expiry of the last SNS Action, or unless terminated in accordance with this Section 7.2.

7.2.2 Withdrawal/Early Termination

After signature of this Collaboration Agreement, no Party shall be entitled to voluntarily withdraw from this Collaboration Agreement, except as set forth below.

In the event that (i) a Party withdraws from the Grant Agreements of all SNS Actions in which such Party has participated, as well as all of the corresponding SNS Consortium Agreements or (ii) such Party's participation to the Grant Agreement of all SNS Actions as well as all of the corresponding SNS

Consortium Agreements is terminated early, each in accordance with the applicable terms of the relevant SNS Consortium Agreements and Grant Agreements, then the Party concerned will be deemed to no longer be a party to this Collaboration Agreement, with effect from the effective date of withdrawal or termination from the last aforementioned Grant Agreement and SNS Consortium Agreement.

7.2.3 General provisions relating to termination or withdrawal

- (i) Subject to article 4.1 (iv) the provisions of this Collaboration Agreement shall survive any expiration or termination or withdrawal to the extent needed to enable the Parties to pursue the remedies and benefits provided for in this Collaboration Agreement.
- (ii) Save in a case due to force majeure, in the event of a material breach by a Party (the "Defaulting Party") of its obligations under this Collaboration Agreement (i) which is irremediable or (ii) which is not remedied within one (1) month of the date of receipt of written notice from the Chairperson of the 6G-IA Governing Board, such notice requiring that the default be remedied, then the 6G-IA Governing Board represented by its Chairperson may decide upon the consequences of such default, which may include the termination of this Collaboration Agreement with respect to the Defaulting Party concerned by written notice.

Without prejudice to the provisions of Article 5, such termination shall become effective with respect to such Defaulting Party as of the date of receipt of such notice.

For the avoidance of doubt, termination (howsoever arising) or withdrawal from this Collaboration Agreement shall not affect any rights or obligations incurred under this Collaboration Agreement in respect of that part of the withdrawing/terminated Party's activities under this Collaboration Agreement which has been carried out (or which should have been carried out) prior to the date of the termination or withdrawal unless otherwise agreed in this Collaboration Agreement. A withdrawing or terminated Party (however arising) shall continue to grant Access Rights pursuant to this Collaboration Agreement in respect of its Results existing at the effective date of its withdrawal or termination (as the case may be). Any and all Access Rights granted to a Defaulting Party shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Governing Board of the 6G-IA to terminate its participation in the Collaboration Agreement.

7.3 Formal notices

Any formal notice to be given under this Collaboration Agreement shall be in writing to the addresses and recipients listed in Annex 1 Part 3 of this Collaboration Agreement, or to such other address and recipient as a Party may designate in respect of itself by written notice to the others. Notices shall be deemed to have been served when personally delivered or (if transmitted by facsimile, email or otherwise) when transmitted, provided that such transmission is confirmed by receipt of a successful transmission report and confirmed by mail, email.

7.4 Severability

Should any provision of this Collaboration Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Collaboration 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.

7.5 Accession

All Parties shall accede this Collaboration Agreement by signing the Declaration of Accession and submitting it to the attention of the 6G Smart Networks and Services Industry Association (6G-IA), c/o

Anne De Moor, legal counsel, e-mail: Collaboration-Agreement@6g-ia.eu

The signature of a representative of a Party received by electronic image transmission (such as portable document format PDF) will constitute an original signature.

The respective coordinator for each SNS Action shall send a copy of all the signed Declaration of Accession to each Party in that SNS Action within sixty (60) days of receipt.

Delivery of the signed Declaration of Accession by electronic image transmission shall have the same force and effect as delivery of the original Declaration of Accession.

Annex 1 - Declaration of Accession

Part 1: **[Name of Party (legal entity)], (PIC NUMBER)** represented for the purpose hereof by **[name and title of person written out in full (person legally authorised to act on behalf of the legal entity)]** acting as its legal authorised representative, is a beneficiary or an associated partner (hereby considered subject to the rights and obligations of a beneficiary for the purposes of this Collaboration Agreement) to a SNS Action (as defined in the Collaboration Agreement) and/or a Member of the 6G Smart Networks and Services Industry Association (6G-IA) hereby consents to become a Party to the Collaboration Agreement and accepts all the rights and obligations of a Party as set out therein, with effect from the date this Declaration is acknowledged as received duly completed by

[Name of Party (legal entity)] hereby submits the following information to be included in Annex 3:

Party's Registered Name: [...]

Party's Postal Address: [...]

Name and position title of identified recipient: [...]

Telephone Number: [+xx yyy zzzzzzzz]

Fax Number: [+xx yyy zzzzzzzz]

Email:

Part 2 List of Legal Entities, referred to in definition of "An Entity under the Same Control of a Party".

[insert]

Part 3: Address for the Purpose of Notices under Section 7.3

[insert]

Signed

Dated

