

## MODEL SUB-GRANT AGREEMENT

| Version     | Description of changes   |
|-------------|--|
| 20260130_VF | Creation of document   |
| 20260317_VF | <p>The following changes have been carried through; they have no impact on the evaluation and selection of the FSTP applicants, which is done based on the criteria provided in the MaJoR Cascade Funding Conditions.</p> <ul style="list-style-type: none"> <li>• Editorial changes and correction of typographical errors.</li> <li>• Addition of references to the Consortium Agreement and the General Assembly decision that the Coordinator represents the other members of the consortium.</li> <li>• Addition to Art. 2.2 that the location of the four Bootcamps will be communicated to the FSTP Recipient prior to the signing of this Sub-Grant Agreement.</li> <li>• More precise specification of Flow-Down of GA Obligations in Art. 3.</li> <li>• More precise specification of the Assessment Obligations in Art. 5.</li> <li>• Bi-lateralization of the Confidentiality Requirements in Art. 7, in order to comply with Belgian law (i.c. Art. VI.91§3 of the Code of Economic law).</li> <li>• Addition of Art. 7.6, 7.7 and 7.8.</li> <li>• Art. 8: Statement concerning access rights moved to Art. 9. The obligation to execute a joint ownership agreement has been made unconditional.</li> <li>• Art. 9: Restructured to bring it in line with the CA, viz. a distinction between the Access Rights for performing the project and the Access Rights for exploiting the Results.</li> <li>• Art. 12: Addition of the possibility for the FSTP Recipient to terminate the Agreement as well, in order to comply with Belgian law.</li> </ul> |

Consortium Coordinator / FSTP Recipient, in the frame of MaJoR EDF Grant Agreement N° 101167891) and Consortium Agreement of October 2024 (hereafter “the Consortium Agreement”).

This Sub-Grant Agreement (“Agreement”) is entered into on [date], for a duration of six (6) months, by and between:

1. Stichting Koninklijk Nederlands Lucht- en Ruimtevaartcentrum, located at Anthony Fokkerweg 2, 1059 CM Amsterdam, The Netherlands, hereinafter referred to as the Coordinator
2. [FSTP Recipient details] Official Name of the Selected FSTP Recipient (Acronym) VAT Number, PIC Number, Legal Status, Name of the legal signatory, Legal office address: hereinafter referred to as the “FSTP Recipient”;

Hereinafter individually or collectively referred to as “Party” or “Parties”.

## **Consideration**

- A. The Coordinator and the MaJoR Beneficiaries entered into the Grant Agreement N° 101167891 with the European Defence Agency as Granting Authority (the “Grant Agreement” or “GA”) and signed together a Consortium Agreement with an effective date of January 2025 with respect to the MaJoR Project (the “Consortium Agreement” or “CA”). The consortium participates in the EDF project entitled “Maintenance, Joining, and Repair innovation in multidomain defence” (hereinafter the “MaJoR Project”);
- B. The Coordinator represents the other members of the consortium who signed the GA and the CA (hereinafter sometimes collectively referred to as the “MaJoR Beneficiaries” and individually and alternatively referred to as the “MaJoR Beneficiary”) in accordance with a decision of the General Assembly.
- C. The MaJoR Project involves financial support to FSTP Recipient via a cascade funding mechanism (hereinafter “Cascade Funding”).
- D. The FSTP Recipient agrees and accepts all flow-down obligations.

## **1. Definitions**

- a) Background is, any and all, data, information and know-how (whatever form or nature, tangible or intangible), including any rights such as intellectual property rights required to implement the Project or exploit the Results and that is:
  - owned or controlled by the Parties or a MaJoR Beneficiary prior to the date of signature of this Agreement; or
  - developed or procured by the Parties or a MaJoR Beneficiary independently during the work done in the Action/ Training/ Mentoring/ Coaching, even if in parallel with the production of the Action, but solely to the extent that such data, information, know-how and/or intellectual property rights are introduced into the Action by the owning Parties
- b) Access Rights are the rights to use Results or Background under the terms and conditions laid down in this Sub-Grant Agreement, having regard to the EDF Grant Agreement which remains the main term of reference for MaJoR Beneficiaries.
- c) Action refers to the activities to be carried out by the FSTP Recipient, and is described in the Annex 1: Description of the Action.
- d) Controlled Licence Terms are terms in any license that involve the use, copying, modification and/or distribution of the Work and/or of any work that is a modified version or a derivative work of such Work (in each case, defined as Derivative Work).
- e) Exploitation or Exploit is the use of Results for further research activities other than those covered by the Cascade Funding, or for developing, creating and marketing a product or process, or creating and providing a service, or any standardization activities.

- f) Fair and Reasonable conditions are appropriate conditions, including financial terms or royalty-free conditions, considering the specific circumstances of the demand for access, for example the actual or potential value of the Background or Results to which access is requested and/or the initiative, duration or other characteristics of the Exploitation envisaged.
- g) Financial Support is the grant amount of the financial support to be given to the FSTP Recipient by the Coordinator for the implementation of the activity as detailed in Annex 1: Description of the Action.
- h) Intellectual Property Rights Policy is the Policy outlined at Section 8 of this Agreement.
- i) Results are any tangible or intangible output of the Action, any and all data, knowledge or information, that is generated during the Action, whatever form or nature, whether it can be protected or not, as well as any rights covering such Results, including intellectual property rights.

## **2. Scope of the Agreement**

2.1. The FSTP Recipient shall perform the Action described in Annex 1.

Furthermore, the FSTP Recipient commits to participate in series of in-person Bootcamps and online activities, including training sessions, virtual coaching, and access to consortium expertise as part of the Training/Mentoring/Coaching activities planned in the project.

2.2. The designated MaJoR Beneficiary will host four in-person Bootcamps, each lasting a minimum of two (2) days, across different EU Member State locations. The FSTP Recipient will be required to have at least one representative attend each Bootcamp. Travel expenses for these events will be reimbursed from the allocated funding within the time frame of the Agreement. The location of the four Bootcamps will be communicated to the FSTP Recipient prior to the signing of this Sub-Grant Agreement.

2.3. The FSTP Recipient will receive dedicated support from a main coach, providing guidance for up to two (2) days per month over the six-month period, focusing on expanding the FSTP Recipient's knowledge and capabilities within the MaJoR Project and the defence sector.

2.4. To reinforce the connection between FSTP Recipients and the European defence industrial ecosystem, the FSTP Recipient shall engage in interaction and collaboration with suppliers and specialised industry partners involved in the Action.

2.5. The FSTP Recipient may be matched with one or more industry mentors drawn from leading defence companies and integrators. These mentors will provide strategic guidance on operational requirements, market entry, procurement processes, and system integration constraints. The FSTP shall duly collaborate with such mentors.

### **3. Flow-Down of Grant Agreement Obligations**

The FSTP Recipient agrees to comply with all relevant EDF Grant Agreement obligations, as specified in Annex 2 “Terms and Conditions – EDF Model Grant Agreement”, including,

- Conflict of interest (Art. 12 EDF MGA),
- Confidentiality and security (Art. 13 EDF MGA)
- Ethics (Art. 14 EDF MGA),
- Visibility (Art. 17.2 EDF MGA)
- Information (Art. 19 EDF MGA),
- Record-keeping (Art. 20 EDF MGA).

In addition, the FSTP Recipient

- agrees that bodies mentioned in Article 25 EDF MGA (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the FSTP Recipients, and
- shall, in its communication and/or dissemination activities related to the action, include the European flag (emblem), the EDA logo and the following disclaimer (translated into local languages where appropriate): Funded by the European Union under the FSTP mechanism within the framework of GA no 101167891 - MaJoR. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Defence Agency. Neither the European Union nor the granting authority can be held responsible for them.

It is noted that, as per Article 17 and Annex 5 of EDF MGA, communication and dissemination activities require written approval by the granting authority before implementing the communication or dissemination activities.

### **4. Payment Schedule**

The payment structure will be (see also section 5):

- 20% pre-financing at project start depending on the results of the financial capacity check (FCC) as announced in the call text.
- 70% after successful mid-term review (please refer to point 5 of this Agreement) with the addition of prefinancing if not transferred before.
- 10% upon approval of final report (please refer to point 5 of this Agreement).

Further details are included in Annex 3a.

### **5. Assessment and Reporting Obligations**

5.1. At the start of the CASCADE FUNDING project, the FSTP Recipient shall:

- provide to the Coordinator, Ignity and L-up, and upload on any type of provided platform, an overview of its strategy and existing traction for the defence industry;
- conduct, together with the appointed coach and Ignity, an initial assessment of the FSTP Recipient's needs in the areas of business development and fundraising, and the FSTP Recipient's business objectives in these areas;
- define, together with Ignity, the tailored support for the defence industry that must be provided to the FSTP Recipient.

5.2. Throughout the Action, the coach will regularly conduct assessments of the FSTP Recipient's engagement in the Action activities, the FSTP Recipient's progress on the business objectives, and the FSTP Recipient's feedback on the coaching sessions. Upon project completion, the coach will conduct a final assessment.

The FSTP Recipient shall participate in the Action's assessments and provide all required information to the appointed coach. The results of these assessments shall be recorded in the FSTP Recipient's activity scorecard and used to track the FSTP Recipient's engagement and progress throughout the Action.

5.3. Implementation as detailed in the Action involves the following mandatory deliverables:

- Mid-term Report: due at the end of M3 of the implementation period. This Report is associated with a mid-term review and a 70% payment, subject to successful approval. It will at least contain information on the technical and business progress.
- Final Report: submitted at the end of M6 of the implementation period within 14 days of the project end date. This Report is Associated with the final review and release of the remaining 10% payment, upon approval. It will at least contain information on the technical results, validations, and potential market applications, as well as detailed information on the deliverables produced for the implementation of the Action.

The templates for the Mid-term and Final Reports will be provided in due time.

The reports shall be provided by email to the following address:

[opencalls@major-project.eu](mailto:opencalls@major-project.eu)

## **6. Records, Audit**

The FSTP Recipient shall keep auditable records for a period of at least five (5) years after the final payment of the MaJoR EDF GA. The terms and conditions laid down in article 20 of Annex 2 shall apply. The Coordinator will keep the FSTP Recipient informed of the date of the final payment of the MaJoR Project, considering that this will occur well beyond the expiry of this Agreement.

## **7. Confidentiality and Security Requirements**

Information shall be kept confidential; security rules shall be respected.

7.1. All information of whatever form or mode of communication, which is disclosed by a Party or a MaJoR Beneficiary (all together called the “Disclosing Partner”) to the other Party or to any MaJoR Beneficiary (all together called the “Recipient”) in connection with the Project during its implementation that is identified as sensitive at the time of disclosure is “Sensitive Information”. If information has been identified as sensitive orally, it will be considered to be “sensitive” only if it has been confirmed in writing within 15 business days of the oral disclosure.

7.2. The Party receiving Sensitive Information (the “Receiving Party”) from the other Party (including a Major Beneficiary) or on its behalf, shall keep it in the strictest confidence and shall not disclose or permit its disclosure to any third party. The Receiving Party shall not use the Sensitive Information of the Disclosing Party for any purpose other than the performance of its obligations under the MaJoR Project and shall not, without the Disclosing Party’s written consent, neither in whole nor in part, commercially exploit or use the Sensitive Information. The Receiving Party shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody Disclosing Party’s Sensitive Information.

7.3. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party’s Sensitive Information to (i) those of its employees who are required to have such information in order to perform their obligations under the MaJoR Project, (ii) its professional advisers (e.g., lawyers, accountants, consultants) who need to know such information in connection with the MaJoR Project and (iii) if it is required to do so by law, provided always that the Receiving Party has informed the Disclosing Party about such disclosure at least two business days prior to the disclosure.

7.4. The Recipient shall use the same degree of care regarding the Sensitive Information disclosed within the scope of the Project that it uses for its own confidential and proprietary information.

7.5. Each Party shall promptly advise the other Parties or the concerned MaJoR Beneficiary in writing of any unauthorized disclosure, misappropriation or misuse of Sensitive Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

7.6. All Sensitive Information shall be kept confidential during the implementation of the Action and for a period of at least five (5) years after the final payment of the MaJoR EDF GA. The Coordinator will keep the FSTP Recipient informed of the date of the final payment of the MaJoR Project, considering that this will occur well beyond the expiry of this Agreement.

7.7. Background information and information already in the public domain will not be subject to confidentiality obligations. Generally, information and results generated in the

frame of the FSTP project (including MaJoR GA information and results) shall be dealt by the MaJoR consortium and the FSTP Recipient according to the confidentiality obligations set out in the above and in Article 13 of Annex 2 “Terms and Conditions – EDF Model Grant Agreement”.

7.8. The proposed FSTP project must be kept at sensitive level (unclassified, non-releasable to the public level), and shall thus not include any EU Classified Information. In the event that a recipient comes into contact with information which is classified, it acknowledges that this qualifies as EU classified information under Commission Decision 2015/444 and must be handled in accordance with specific rules and follow the instructions given by the EU/ Security Authority.

## **8. Intellectual Property Rights (IPR)**

8.1. Each Party understands the terms of the “Intellectual Property Rights Policy” defined hereafter. FSTP Recipient agrees to comply with the Intellectual Property Rights Policy provided in this Section to ensure that the Coordinator will always be able to comply with such terms towards the MaJoR Beneficiaries.

8.2. Ownership: Results are owned by the Party/Parties or by the MaJoR Beneficiary that generate them.

The FSTP Recipient remains the owner of the Results generated under the FSTP Action. The FSTP Recipient grants Access Rights to other Beneficiaries as provided under clause 9 below.

8.3. Joint Results: Due to provisions of the Consortium Agreement signed between the MaJoR Beneficiaries, if, in the course of implementing the Actions as described in the Annex 1, a Result is generated by FSTP Recipient together with one or several MaJoR Beneficiaries, they shall own the Results jointly.

The joint owners shall agree on all protection measures and the division of related cost in advance.

The joint owners shall execute a joint ownership agreement regarding the allocation and the terms and conditions of Exploitation of the joint Results before any industrial or commercial Exploitation.

Unless otherwise agreed:

- Each of the joint owners shall be entitled to use the jointly owned Results for internal non-commercial research activities and educational purposes on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results, including by granting non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:

- at least 45 calendar days advance notice; and
- Fair and Reasonable financial conditions.

## **9. Access Rights**

9.1. The Parties shall define the Background needed for the Action as soon as reasonably possible. If the use of a Background is submitted to a license agreement with a third party, it shall be identified as such and any use of it shall require the prior written approval of the Coordinator and of the FSTP Recipient to implement it.

9.2. Access Rights for implementation of the MaJoR Project/the Action.

9.2.1. Access Rights of the MaJoR Beneficiaries. When Access Rights on Results and/or Background of FSTP Recipient are needed by MaJoR Beneficiaries in order to implement the MaJoR Project, such Access Rights to FSTP Recipient's Results shall be granted on a royalty-free and non-exclusive basis and shall comprise the right to sublicense such Results and/or Background to the other selected third parties participating in the MaJoR Project:

- as far as these other selected third parties need to have access to such Background to use FSTP Recipient's Results to carry out their own industrial experiment under the MaJoR Project; and
- if no major interest opposes.

9.2.2. Access Rights of the FSTP Recipient. FSTP Recipient shall have Access Rights to Background and Results of a MaJoR Beneficiary if and when such Access Rights have been agreed on a case-by-case basis via a respective agreement between the FSTP Recipient and the MaJoR Beneficiary/ies concerned. Such respective agreement shall not affect any legitimate right of other MaJoR Beneficiaries nor violate any of the provisions outlined in the GA and/or CA. The separate agreement shall ensure that the other MaJoR Beneficiaries have access to the Background and Results of FSTP Recipient if needed for the Implementation of the Project.

9.3. Access Rights for Exploitation

9.3.1. Access Rights of the MaJoR Beneficiaries. FSTP Recipient shall grant Access Rights on its Background and/or Results to the MaJoR Beneficiaries to the extent that such Background and/or Results are needed for the Exploitation of the MaJoR Results. Where Access Rights on the FSTP Recipient's Results and/or Background are needed and requested by MaJoR Beneficiaries in order to Exploit their Results, the conditions on which Access Rights will be granted shall be negotiated in good faith between the FSTP Recipient and the MaJoR Beneficiary concerned and agreed in a respective agreement.

Access Rights may be requested by the MaJoR Beneficiaries up to twelve (12) months after the end of the Action as described in Annex 1.

Access Rights may be requested by the other selected third parties participating in the MaJoR Project up to eighteen (18) months after the completion of the Action as described in Annex 1.

9.3.2. Access Rights of the FSTP Recipient. FSTP Recipient shall have Access Rights to Background and Results of a MaJoR Beneficiary if and when such Access Rights have been agreed on a case-by-case basis via a separate agreement between the FSTP Recipient and the MaJoR Beneficiary/ies concerned, negotiated in good faith and providing Fair and Reasonable conditions.

Access Rights may be requested by the FSTP Recipient up to twelve (12) months after the end of the Action as described in Annex 1.

## **10. Notification of transfer**

Parties duly take into account results generation in compliance with EDF Regulation and in particular Article 23 - Ownership of results of development actions. With regard to Results generated by FSTP Recipients through the Sub-Grant Agreement, and without prejudice to Member States' discretion as regards their policy on the export of defence-related products, the Granting Authority (EDA and consequently the European Commission) shall be notified prior to any transfer of ownership to a non-associated third country or to a non-associated third-country entity. Where such a transfer of ownership contravenes the security and defence interests of the Union and its Member States or the objectives set out in Article 3 of EDF Regulation, the financial support provided shall be reimbursed.

## **11. Liability**

11.1. FSTP Recipient shall comply with all applicable laws, rules and regulations, including but not limited to safety, security, welfare, social security and fiscal laws, rules and regulations.

11.2. The contractual liability of Parties under this Agreement shall in any case be limited to the amount of the Financial Support provided to the FSTP Recipient hereunder. Parties shall not in any way be liable for any indirect or consequential damages such as:

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

11.3. The limitations on liability shall not apply in case of wilful misconduct or gross negligence.

11.4. FSTP Recipient shall not be entitled to act or to make legally binding declarations on behalf of the Coordinator or any other MaJoR Beneficiary.

## **12. Term and Termination**

12.1. The Agreement will enter into force on the date of the last signature by the Parties. The Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties.

12.2. Notwithstanding the foregoing, the Coordinator can terminate this Agreement with immediate effect by sending a written notice to the FSTP Recipient by registered letter in the following circumstances:

- a) if FSTP Recipient is in breach of any of its obligations under this Agreement, which breach is not remediable, or, if remediable, has not been remedied within twenty (20) business days after written notice;
- b) if, to the extent permitted by law, FSTP Recipient is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, or is the subject of any other similar condition;
- c) if FSTP Recipient is subject to an event of force majeure, that prevents the FSTP Recipient from normal performance of its obligations hereunder and such conditions have lasted or can be reasonably expected to last more than three (3) months.

In case of termination due to one of the conditions under this article, Access Rights granted to FSTP Recipient shall cease immediately upon the effective date of termination.

12.3. The FSTP Recipient can terminate this Agreement with immediate effect by sending a written notice to the FSTP Recipient by registered letter in the following circumstances:

- a) if the Coordinator or a MaJoR Beneficiary is in breach of any of its material obligations under this Agreement, which breach is not remediable, or, if remediable, has not been remedied within twenty (20) business days after written notice;
- b) if, to the extent permitted by law, the Coordinator or the MaJoR Beneficiary the FSTP Recipient is closely working with is declared bankrupt, is being wound up, has suspended business activities, or is the subject of any other similar condition;

## **13. Data Protection**

Without prejudice to the data protection policy in the MaJoR EDF Grant Agreement, the Coordinator and the FSTP Recipient shall process personal data under the Agreement in

compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679)<sup>1</sup>. They shall ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed, and
- processed in a manner that ensures appropriate security of the data.

The Coordinator and the FSTP Recipient may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring this Agreement. The Coordinator and the FSTP Recipient shall ensure that the personnel is under a confidentiality obligation. The Coordinator and the FSTP Recipient shall inform the persons whose data are transferred to the granting authority and provide them with the MaJoR Portal Privacy Statement.

#### **14. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of Belgium, without regard to its conflict of law rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including its validity, interpretation, performance, or termination, that cannot be resolved amicably within a period of 30 days as from the notification of the issue, shall be subject to the exclusive jurisdiction of the courts of Brussels.

#### **15. Address for Communication**

Official communications shall be made in writing to the representatives of the Parties indicated in this Agreement, using the legal address specified herein or by email to the following contact persons:

For the Coordinator:

- Name, title, and email address of the main contact person

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<sup>1</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).

– Name, title, and email address of the secondary contact person, in the absence of the main contact

For the FSTP Recipient:

– Name, title, and email address of the main contact person

– Name, title, and email address of the secondary contact person, in the absence of the main contact

## **16. Miscellaneous**

16.1. FSTP Recipient shall complete the attached Declaration of Honour in Annex 4, which shall become part of this Agreement.

16.2. In case of conflict with the stipulations in or more of more of its annexes, the Sub-Grant Agreement shall be considered prevailing.

If any provision of this Agreement is determined to be illegal or in conflict with applicable laws, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective one which is economically equivalent.

16.3 . Neither Party may assign or otherwise transfer its rights and obligations out of this agreement, neither in whole nor in part, without the other Party's prior written consent.

16.4 A Party's failure to exercise any right, power or interest under this Agreement shall not operate as a waiver of it, and any single or partial exercise of any right, power or interest shall not preclude exercise of any other right, power, or interest.

16.5. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replace all prior agreements or understandings, whether written or oral, with respect to the same subject matter that are still in force between the Parties.

16.6. Any amendments to this Agreement, as well as any additions or deletions, shall be agreed in writing by both the Parties.

Annexes:

- Annex 1 – Description of the Action (Project of the FSTP Recipient)
- Annex 2 – Terms and Conditions EDF Model Grant Agreement
- Annex 3a – Financial Terms for Support to Third Parties
- Annex 3b – FSTP Recipient financial identification form
- Annex 4 – Declaration of Honour

By signing this Agreement, Parties acknowledge that they have read, understood, and agreed to the terms and conditions set forth herein, including all referenced annexes.

This Agreement may be signed electronically or in counterparts, each of which shall be deemed an original and together constitute one and the same instrument.

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| <b>Coordinator</b><br>Name:<br>Date:<br>Signature: | <b>FSTP Recipient</b><br>Name:<br>Date:<br>Signature |
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