

.....place..... ,.....date...

BUSINESS DEVELOPMENT CASE SERVICE DELIVERY AGREEMENT BETWEEN
.....company..... AND coordinator Stiftelsen Chalmers Industriteknik (CIT)
member of the MANUELA project

BY AND BETWEEN:

From one side,company....., hereinafter referred to as “Beneficiary”, a legal entity organized and existing under the laws ofCountry..... , with its registered officeaddress... , and represented by its ...position.... Mr./Mrs.name..... From the other, coordinator CIT, hereinafter referred to as “Coordinator”, a legal entity organized and existing under the laws of Sweden, with its registered office Sven Hultins Plats 1, 412 58 Göteborg , and represented by its Service Delivery Manager; The Parties recognize reciprocally enough legal capacity to formalize the present Collaboration Agreement.

This Agreement (‘the BUSINESS DEVELOPMENT CASE COLLABORATION AGREEMENT’) is between the following parties:

WHEREAS

1.company....., is a company ...TO BE COMPLETED....

2. The coordinator participates as Beneficiary in the Project entitled “MANUELA – Additive Manufacturing using Metal Pilot Line” (hereinafter, “MANUELA” or “the Project”), a H2020 Project under GRANT AGREEMENT NUMBER 820774 coordinated by CHALMERS TEKNISKA HOEGSKOLA AB (CHALMERS) and involving also the following entities CSEM CENTRE SUISSE D'ELECTRONIQUE ET DE MICROTECHNIQUE SA - RECHERCHE ET DEVELOPPEMENT (CSEM); FRIEDRICH-ALEXANDER-UNIVERSITAET ERLANGEN NUERNBERG (FAU); RISE SWEREA IVF AB (RISE); CARDIFF UNIVERSITY (CARDIFF); POLITECNICO DI TORINO (POLITO); HOGANAS AB (Höganäs); ELECTRO OPTICAL SYSTEMS FINLAND OY (EOS Finland); ABB AB (ABB); OSAI AUTOMATION SYSTEM SPA (OSAI); MEIDGENOSSISCHES INSTITUT FUR METROLOGIE METAS (METAS); MSC SOFTWARE GMBH (MSC); SIEMENS INDUSTRIAL TURBOMACHINERY AB (SIT);

QIOPTIQ LIMITED (QIOPTIQ); BIOMEDICAL ENGINEERING S.R.O (CBE); ENEL PRODUZIONE SPA (ENEL); O.E.B. SRL (OEB); STIFTELSEN CHALMERS INDUSTRIEKNIK (CIT); AMIRES SRO (AMI); RUAG SLIP RINGS SA (RUAG Slip) (hereinafter, the “Project Partners MANUELA Members”).

3. The MANUELA project aims to advance and assure that metal AM will live up to its long-term potential, concentrating on Laser Powder Bed Fusion (LPBF) and Electron Beam Melting (EBM) as the most developed and industrially relevant metal AM technologies at the current state-of-the-art. The projects services will be provided to companies, particularly to SMEs, through a single-entry point Customer Engineering Project Office (CEPO). The pilot line manufacturing capacity of MANUELA will be validated by 10 business development cases.

4. To achieve the abovementioned objective, MANUELA has issued an Open Call for business development cases to select the most promising projects and help them to develop an end result in the form of a prototype, component, part or product demonstrator.

5. The projectproject name....., (hereinafter, the “Business Development Case”), submitted by the Beneficiary has been selected to receive support from MANUELA project on(date).....

6. The Beneficiary and the Coordinator, hereinafter referred to as the “Parties”, occasionally referred as “Party”, agree to hold the present Collaboration Agreement, hereinafter referred to as the “Agreement”, subject to the following,

CLAUSES

1. PURPOSE.

1.1 The purpose of this Agreement is to establish the terms and conditions of the collaboration between the Parties in the frame of the Business Development Case Project.

2. SCOPE AND DURATION.

2.1. The Parties shall carry out, the activities detailed in Annex 1 – Service Delivery Plan (SDP) to the present Agreement.

2.2. The start date and duration of the Business Development Case Project are established in Annex 1. Accordingly, this Agreement stays in force during this period.

3. OBLIGATIONS OF THE PARTIES. 3.1. The Coordinator, expressly undertakes to: • perform the actions identified in the Annex 1 and contribute to the achievement of the specified objectives; • coordinate the Project together with the Beneficiary and other collaborating partners of MANUELA. The collaboration between the Coordinator and the collaborating partners is covered by the MANUELA consortium agreement. 3.2. The Business Development Case Beneficiary expressly undertakes to: • duly contribute in performing the actions, providing the resources as identified in Annex 1; • timely communicate to the Coordinator any issue or circumstances that may hinder the correct execution of the activities and the achievement of the objectives described in Annex 1; • produce a public summary of the work done, the objectives achieved, and impact expected; • other specific obligations related to the Project that Parties may agree.

4. EFFORTS AND PAYMENTS.

4.1. Annex 1 includes an economic valuation of the Business Development Case project. The parties hereby agree that the payment required by the Beneficiary amounts to 50% of the valuation of the Business Development Case project. The payment conditions will be established in cooperation with the beneficiary and the project members.

4.2. The overall effort provided collectively by the Coordinator and the Collaborating Partners of MANUELA shall be limited to X person/month (or equivalent value).

5. NON-DISCLOSURE OF INFORMATION.

5.1. For the purpose of this Agreement, the term "Confidential Information" shall mean any and all information or data and includes, by way of example, but without limitation, know-how, formulae, processes, tests results, designs, sketches, photographs, plans, drawings, specifications, samples, reports, customers lists, personal data, pricing information, studies, findings, inventions and ideas, classified as such by one Party (the "Disclosing Party") and disclosed

to the other Party (the "Receiving Party") by various means. The disclosure of Confidential Information may be done in writing or orally and/or by means of the delivery of samples, equipment, models, visually or otherwise by means of magnetic support, multimedia and/or photos.

5.2. In order to identify the Information as confidential, the Disclosing Party shall mark or label the support or draw and address a notice to the Receiving Party specifying the confidential aspect of the Information. In the event the Confidential Information is disclosed orally, the Disclosing Party shall forthwith inform the Receiving Party at the time of disclosure of the confidential nature of the information disclosed and shall confirm and designate in writing as confidential information within 30 days following the disclosing date.

5.3. The Receiving Party shall in particular: a) protect and keep strictly confidential any part of/or the whole of any Confidential Information and shall treat and use the Confidential Information with the same degree of care as it applies to its own proprietary information, but in no case with less than reasonable care; b) protect any part of/or the whole of the Confidential Information from disclosure to anyone other than its employees who have a need to know and inform them of the confidentiality attached to such Information; c) not disclose, copy, duplicate totally or partially, unless extremely necessary for justified purpose, under any circumstances, whether intentionally, inadvertently, or otherwise, the Confidential Information without the prior written consent of the Disclosing Party. d) Use of the Confidential Information by the Receiving Party shall be strictly limited to the carrying out of the Project.

5.4. The Receiving Party shall have no obligation with respect to any information for which he can give the evidence that such information: a) is or becomes known to the public before the disclosure or thereafter through no wrongful act of the Receiving Party; or b) is already known by the Receiving Party; or c) is received from a third party with no wrongful act of the Receiving Party; or d) is independently developed by the receiving Party provided that the Receiving Party can demonstrate that such development was carried independently without access to Confidential Information; or e) is disclosed with the prior written approval of the disclosing Party; or f) is disclosed pursuant to law, regulation or lawful order or process. In the event Receiving Party is subject to such law, regulation, order or process, Receiving Party will timely notify the Disclosing Party of the disclosure requirement in advance of the disclosure so as to permit the Disclosing Party oppose or limit such disclosure.

5.5. The confidentiality obligations under this Agreement shall not prevent the communication of Confidential Information to the Funding Authority of the MANUELA Project.

5.6. The confidentiality obligations contained in this section shall remain binding upon the Parties for four (4) years after the date of termination of the Business Development Case Project.

5.7. Upon written demand by the Disclosing Party at any time, or in all cases at the termination of the Project, the Receiving Party shall return all Information received or generated in the frame of the Project, including all copies in its possession or in possession of its employees or assistants and all documents, notes, programmes embodying information transmitted by the Disclosing Party or based on it. The Receiving Party shall confirm in written that no copy is retained or that the retained information has been destroyed or erased.

5.8. When the Business Development Case Project involves access by the Parties to personal data, the Parties shall be regarded as responsible for treatment of said data and shall comply with that laid down in the 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, as well as any other applicable national regulations currently in force or introduced in the future to modify and/or replace it.

6. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS.

6.1. The results obtained from the Project activities shall be owned by the Party that has produced them.

6.2. In case there are results that are developed jointly, then a separate written agreement shall be concluded among the Parties.

7. ACCESS RIGHTS.

7.1. In Annex 1 (SDP), the Parties have identified and agreed on the Background for the Activity and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits. Any Party may

add further Background to Annex 1 during the project by written notice to the other Parties. Anything not identified in Annex 1 shall not be the object of Access Right obligations regarding Background.

7.2. Each Party shall implement its tasks in accordance with the Service Delivery Plan and shall bear sole responsibility for ensuring that it acts within the project do not knowingly infringe third party property rights.

7.3. Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated or agreed otherwise.

7.4. Access Rights shall be free of any administrative transfer costs.

7.5. Access Rights are granted to and by Parties on a non-exclusive basis.

7.6. Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

7.7 All requests for Access Rights shall be made in writing. 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. The requesting Party must show that the Access Rights are Needed.

7.8. Access Rights to Results and Background Needed for the performance of the own work of a Party under the project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Annex 1.

7.9 Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

7.10 Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

8. DISSEMINATION.

8.1. Parties shall jointly produce a public summary of the work carried out in the frame of the Project.

8.2. The terms and conditions of the dissemination of the Project results shall be agreed by the Parties on a case by case basis.

8.3. Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

9. LIABILITY.

9.1. No Party shall be responsible to the other Party for indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

9.2. Claims for damage caused by one of the Parties to goods owned by the other Party shall be settled in accordance with the Law governing the Contract. The liability of either Party for damage to goods owned by the other Party, except in cases of gross negligence or wilful misconduct, shall however not exceed the amount which is quoted in the Contract as the total Contract price.

9.3. Except in case of gross negligence and wilful misconduct, the Parties shall not be liable towards each other for consequential damages sustained by the Parties, arising from and during the execution of the SDA. For the sake of clarity and as an example, consequential damages include, but are not limited to: loss of contract, income or revenue; loss of profit or interests; loss of financing; loss of customer; loss of availability and use of facilities; loss of availability and use of employees' productivity or loss of services of such persons; loss of opportunity; loss of rental expenses.

9.4 Reason for Exemption. Party is exempt from penalty for failure to fulfil the obligations under this SDA. It applies if the failure has its basis in circumstances beyond the control of the Party and which he could not reasonably be expected to have anticipated upon the signing of this SDA and the consequences of which he could not reasonably have avoided or overcome and which prevents its fulfilment. As soon as the obstacle has expired, the obligation shall be fulfilled in the agreed manner. As grounds for exemption are fire, war, mobilization or unforeseen military summons by corresponding scope, requisition, seizures, currency restrictions, rebellion or riots, scarcity of means of transport, general scarcity of goods, restrictions on power, unexpected lock-down, contractual conflict on the labor market and the delay of delivery from a subcontractor, if the delay has its basis in this circumstance referred to in this paragraph. The reservation on contractual conflict in the

labor market shall is not regarded as grounds for exemption if a Party is itself the subject of or commits such a conflict.

10. TERMINATION.

10.1. This Agreement shall terminate for any of the following causes: a) Termination by mutual agreement. The Parties may mutually terminate this Agreement. b) Termination due to non-compliance. The Coordinator shall terminate this Agreement in case of any breach by the Beneficiary of the terms and conditions contained therein. The Beneficiary will have a period of fifteen (15) days to try and remedy such situation. If the Beneficiary fails to do so, the Coordinator shall be entitled to reimbursement from the Beneficiary for all damage caused by the non-compliance of the Agreement. Additionally, the Coordinator reserves the right to exercise the respective actions and claims for damages.

c) Termination due to force majeure. They are understood as such those that are beyond control of the Parties, and that are not due to faults or negligence from any of them. d) Termination of the Contract of the MANUELA Project. This Agreement shall automatically terminate if the Grant Agreement of the MANUELA Project, signed with the European Commission terminates. In this case, the Coordinator shall not pay the Beneficiary any compensation.

11. APPLICABLE LAW. DISPUTES AND COURTS.

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

11.2. The Parties agree to settle amicably any disputes arising with regard to the validity, construal, performance under and termination hereof. Should it not be possible to reach agreement in such a manner, any disputes that arise between parties in connection with this Agreement or any ensuing agreement shall be submitted to Courts of Brussels, Belgium.

Done and signed in the above-mentioned place and date in two original copies, one for each Party to this Agreement.

ForBeneficiary....., For Coordinator.....,

Mr./Mrs.:

Position:

Mr./Mrs.....

Position:.....

ANNEX 1 - Service Delivery Plan (SDP)

The SDP is a tailored service proposal meeting specifically the requirements of one user. The SDP is actually a commercial offer developed by the service delivery manager by analysing the problems stated by the Beneficiary and proposing a solution based on the integrated capabilities of the MANUELA project partners.

The SDP is Annex to the Service Delivery Agreement signed between the Beneficiary (the customer) and the MANUELA member acting as coordinator for the Business Development Case.

Business Development Case data

Project name:	
Start date:	End date:
Beneficiary information	
Beneficiary company name:	
Contact name:	Contact email:
Involved MANUELA members	
MANUELA Member Coordinator:	
Coord. Contact name:	Coord. Contact email:
MANUELA Member Collaborator 1:	
Collab.1 Contact name	Collab.1 Contact email:
MANUELA Member Collaborator 2:	
Collab. 2 Contact name	Collab. 2 Contact email:

Problem statement and project objectives

Briefly explain the motivations for the project in terms of the problem being addressed and the objectives that will be achieved during the project.

Workplan

The workplan includes the description of the services to be provided, structured as a set of activities and results that may include references to the services in the service catalogue.

NB: All Business Development Cases must include a public result or demonstrator (which must be explained through a public presentation and/or video) describing the project, stating the collaboration with MANUELA members and explaining the impact of the project in technological and business terms.

Activity:	Start date:	End date:
Leader (MANUELA Member):		
Participants (MANUELA Members):		
Activity description		
<i>Describe the activity</i>		
Results		
<i>Identify each result as confidential or public.</i>		

Activity:	Start date:	End date:
Leader (MANUELA Member):		
Participants (MANUELA Members):		
Activity description		
<i>Describe the activity</i>		
Results		
<i>Identify each result as confidential or public.</i>		

Activity:	Start date:	End date:
Leader (MANUELA Member):		
Participants (MANUELA Members):		
Activity description		
<i>Describe the activity</i>		
Results		
<i>Identify each result as confidential or public.</i>		

Resources and background

Includes a description of resources involved from each involved service provider required to perform the services. For each service provider taking part in the delivery include a specification of personnel, efforts, facilities (labs, pilot lines, infrastructures, etc.) .and other resources.

Background
<i>Identify access rights to specific background that is required to perform the Business Development Case project.</i>

IMPORTANT: *The resources necessary from the Business Development Case beneficiary must also be included in this section*

Cost

Include an economic valuation of the overall service (in euros). This valuation is obtained as the addition of the valuation of the Business Development Case Coordinator plus the valuations of each of the Collaborating MANUELA members.

The Beneficiary shall estimate costs per category. Short description of costs will also be given.

Type	Value in €	Short description
<i>Personnel</i>		
<i>Consumables, materials, components</i>		
<i>Travel</i>		
<i>Subcontracting</i>		
<i>Other</i>		
<i>Total</i>		

Impact and future plans

Explain the expected impact in technological and business terms.

Describe future plans after the project is concluded.