



<TNA Project Name>

TRANSNATIONAL ACCESS, FIRST CALL, “End User and Access Provider” AGREEMENT

AGREEMENT No. EUMR-TNA-<Partner short name>-<installation short name>-<Access number>

BETWEEN

- (1) **<ACCESS PROVIDER LEGAL NAME>**, whose registered office is at **<ACCESS PROVIDER ADDRESS>**, legally represented by **<LEGAL REPRESENTATIVE>**, hereinafter referred to as the **ACCESS PROVIDER**,

AND:

- (2) **<END USER NAME>**, whose registered office is at **<END USER ADDRESS>** legally represented by **<LEGAL REPRESENTATIVE>**, hereinafter collectively referred to as the **END USER**,

hereinafter, jointly or individually, referred to as the "Parties" or the "Party",

relating to the Project entitled: “Marine robotics research infrastructure network — EUMarineRobots”, in short: EUMR, coordinated by Prof. João Tasso de Figueiredo Borges de Sousa and funded by the European Union’s Horizon 2020 research and innovation programme under grant agreement No 731103;

specifically relating to the Transnational Access (TNA) activities in EUMR, hereafter referred to as TNA, which provides selected users with access to marine robotics infrastructures.

WHEREAS the Parties wish to determine the terms and conditions of this EUMR Transnational Access “End User and Access Provider” agreement;





HAVE HEREBY AGREED AS FOLLOWS:

PRELIMINARY ARTICLE – DEFINITIONS

Words beginning with a capital letter shall have the meaning defined herein including its Appendices without the need to replicate said terms herein.

“Agreement” shall designate this EUMR Transnational Access “End User and Access Provider” agreement.

“Infrastructure” shall designate virtual and physical installations operated by the ACCESS PROVIDER which the END USER is given access to for the conduct of its project.

“Equipment” shall designate END USER equipment, if any, which interacts with the Infrastructure during the TNA project.

“TNA Project” shall designate the scientific or technological project proposed for TNA within EUMR identified as **<TNA Project Name>** initiated by the END USER using the Infrastructure operated by the ACCESS PROVIDER, according to the scope of work and time schedule as defined in Appendix 1 attached hereto.

“EUMR Coordinator” shall designate the organization coordinating the EUMR project, Faculdade de Engenharia da Universidade do Porto established at Rua Dr. Roberto Frias S/N, i219, 4200-465 Porto.

“TNA Project Report” shall designate the END USER’s report of the TNA project written in accordance with the template provided in Appendix 2.

“Principal Investigator” shall designate the qualified representative of the END USER leading the TNA Project.





ARTICLE 1 - PURPOSE

The purpose of this Agreement is to define the terms whereby the ACCESS PROVIDER will put at disposal of the END USER the Infrastructure to carry out the TNA project.

ARTICLE 2 – GENERAL ACCESS CONDITIONS

2.1 The management and operation of the Infrastructure and the overall safety of the Infrastructure, as well as the access to the Infrastructure, shall be the sole responsibility of the ACCESS PROVIDER.

2.2 The ACCESS PROVIDER will endeavor to fulfill END USER requests concerning the execution of the TNA Project as defined in Appendix 1, as well as, if specified in Appendix 1, the support for the integration of the Equipment with the Infrastructure, subject to the management and safety rules defined in article 3.3 and in external protocols and constraints pertaining to the Infrastructure, which will be disclosed to the END USER before the Agreement signing.

The specific needs will be expressed to the ACCESS PROVIDER by the Principal Investigator designated by the END USER within 30 days following the selection stage and reviewed and approved by both parties before the signature of the present Agreement.

ARTICLE 3 – END USER COMMITMENTS

3.1 Expenses

3.1.1 Upon signature of this Agreement, the END USER is committed to conduct the TNA project in the ACCESS PROVIDER Infrastructure.

The ACCESS PROVIDER shall make its best efforts to carry out the TNA Project on a schedule commonly agreed with the END USER.

In case of cancellation by the END USER, whatever the reason, the Parties agree that:

1. The END USER shall be liable for all reasonable costs incurred or obligated by the ACCESS PROVIDER until the moment of cancellation of this Agreement. The END USER shall pay the ACCESS PROVIDER for such costs within 30 days of receipt of the corresponding invoice;
2. When the above applies, if the ACCESS PROVIDER advanced a grant for travel costs (see 3.1.2), the END USER shall return its total cost to the ACCESS PROVIDER within 30 days of receipt of an invoice.
3. END-USER staff, material, and part of the travel not covered by the ACCESS PROVIDER is an END-USER commitment.

3.1.2 Travel costs

The ACCESS PROVIDER will provide to the END USER up to 1,000€ for travel costs, according to ACCESS PROVIDER travel policy (see 6.1). All costs for travel will be justified through invoices and





actual travel documents (boarding passes, etc.), which can be revoked at any moment before the access is duly completed, justified and reported (see article 5).

The END USER acknowledges that, in case of cancellation of the TNA Project, whatever the reason, all incurred costs relating to the END USER's staff and equipment shall remain at the END USER's responsibility.

If the ACCESS PROVIDER travel policy only allows to pay travel costs directly (flights, hotels, ...), in the case of cancellation of the TNA Project, whatever the reason, all already paid travel costs related to the END USER shall be reimbursed to the ACCESS PROVIDER by the END USER within 30 days of receipt of the corresponding invoice.

3.1.3 Insurance

The END USER undertakes to contract, when necessary, at its own expense, an insurance policy to meet the requirements of the TNA call for which the END USER has been selected for.

3.2 TNA Project Report of the TNA Project

3.2.1 The END USER undertakes to fill in correctly the information that is part of the TNA Project Report template provided in Appendix 2.

3.2.2 The END USER shall provide the ACCESS PROVIDER and the EUMR Coordinator with the TNA Project Report within 30 days following the end of the TNA Project.

3.3 Safety rules and Code of Conduct

3.3.1 The END USER undertakes to adhere to the ACCESS PROVIDER's requests regarding safety during its access to the Infrastructure.

3.3.2 The END USER will comply with the rules and code of conduct communicated by the ACCESS PROVIDER. The END USER may be requested to sign additional forms, w.r.t. security policies or collection of media material, depending on the selected TNA infrastructure and ACCESS PROVIDER.

3.4 Scientific and Scientific Party Data

The END USER undertakes to provide the EUMR Coordinator, with the metadata and raw data, in agreement with the EUMR data policy. Potential clauses for data release moratorium shall apply as requested in the TNA Project proposal to all the raw data collected during the TNA Project.

3.5 Publications and miscellaneous

Any publication, report, databases, etc. incorporating the results developed, acquired or obtained during the TNA Project, including TNA Project Report, shall mention "The research leading to these results has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 731103" as well as the participation of the ACCESS PROVIDER.

Should the case arise, any promotion or communication on an invention developed with incorporation of the results developed, acquired or obtained during the TNA Project, these





promotions or communications shall mention “the work leading to this invention has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 731103”. This article applies to any publications and/or products (software, hardware or other) derived from the TNA project.

The END USER undertakes to guarantee the bibliographic metadata will comply with a standard format and include the following: the terms “European Union (EU)” and “Horizon 2020”; “INFRAIA-02-2017 Integrating Activities for Starting Communities”, “EUMarineRobots”, “731103”; the publication date, and length of embargo period, if applicable.

The END USER undertakes to send a copy by email of all publications to the ACCESS PROVIDER at the following email address: XXXX@XXXX and the EUMR Coordinator at the following email address: info@eumarinerobots.eu.

The END USER shall provide dissemination material to be presented at public events and EUMR project meetings, usable by the EUMR Coordinator, and accepts the release of the results of the TNA Project at relevant EUMR project meetings upon request.

The European Commission shall be authorised to publish, in whatever form and on, or by whatever medium, including the Internet, the list of the project END USERS.

3.6 Intellectual property rights

3.6.1 Background

Each Party remains the sole owner of the results, products and processes (patented or not), held prior to this Agreement or acquired outside the scope of this Agreement. This Agreement shall not give any right over the aforementioned knowledge to the other Party. The other Party is credited only for the TNA project and for the term of validity of this Agreement, a personal and non-transferable right to use.

Each recipient Party agrees to maintain in confidence and not to disclose any knowledge (know-how, patents, software, raw or validated data, etc.) received from the other Party to third parties without the prior written consent of the disclosing Party.

3.6.2 Data acquired by the Infrastructure during the TNA Project

The Parties agree that the access to data collected during the TNA Project shall follow the EUMR data policy – except in the case of a duly justified temporal memorandum that was requested at the TNA Project proposal stage and agreed after the selection stage.

3.6.3 Results of the TNA Project

Subject to article 3.5 here above, the results of the TNA Project shall belong to the END USER.

The END USER grants the EUMR consortium a royalty-free and non-transferable license to use all or part of the TNA Project Report defined in article 3.2 for the purpose of the EUMR Project and of this Agreement.

The TNA Project Report may be released into the public domain, if deemed necessary by the EUMR Coordinator.





3.7. Compliance with provisions of the H2020 Grant Agreement

The END USER must comply with Articles 35, 36, 38 and 46 of the Grant Agreement NUMBER — 731103 — EUMarineRobots, contained in Appendix 3.

The END USER must fill a questionnaire available at <https://ec.europa.eu/eusurvey/runner/791e56b4-18f9-0ab5-78e8-c9e2b9dc59ec>, within 30 days following the end of the TNA Project.

ARTICLE 4 – ACCESS PROVIDER COMMITMENTS

4.1 The ACCESS PROVIDER shall send a written confirmation stating the scheduled access dates and the project title by e-mail to the END USER before the TNA project commencement. A copy of this confirmation will be sent by the ACCESS PROVIDER to the EUMR Coordinator.

4.2 According to Article 3.1.3 here above, the ACCESS PROVIDER will request evidence of the END USER insurance policy, if necessary, before the TNA project.

4.3 The ACCESS PROVIDER undertakes to make its best efforts to reschedule the TNA project, if necessary.

ARTICLE 5 – CONDITIONS REGARDING END USER TRAVEL EXPENSES REIMBURSEMENT

The ACCESS PROVIDER will provide the END USER up to 1,000€ for travel expenses, defined in Article 3.1.2, according to the ACCESS PROVIDER travel policy, under the following cumulative conditions:

5.1. justification of travel costs incurred by the END USER, and

5.2. approval of the END USER TNA Project Report by the ACCESS PROVIDER and the EUMR Coordinator, and

5.3 proof of provision of all metadata and, when possible, raw data collected during the TNA Project to the EUMR Coordinator according to Article 3.4.1 here above, by the END USER, and

5.4 delivery of a copy of the TNA Project Report by the END USER to the ACCESS PROVIDER and the EUMR Coordinator.

ARTICLE 6 – ACCESS PROVIDER Role

6.1 The END USER must comply with the instructions provided in 3.1.2, in order for the ACCESS PROVIDER to be able to support travel costs.

6.2 The ACCESS PROVIDER shall oversee or be informed of all formal or relevant communication, including TNA Project Reports and publications regarding the relations between the ACCESS PROVIDER and the END USER, towards the EUMR Coordinator or the European Commission.





ARTICLE 7 – Ethical conduct

Both the ACCESS PROVIDER and the END USER should undertake the necessary actions to adhere to the standard codes of conduct and ethical behavior in scientific research when conducting research, using and disseminating research data and findings.

Both the ACCESS PROVIDER and the END USER commit themselves to implement this agreement according to the non-regulatory principles and guidelines contained in the *“European Charter for Access to Research Infrastructures”*.

ARTICLE 8 - CONFIDENTIALITY

All data and information encountered during the TNA Project, which are not related to the purpose of the TNA Project of the END USER, are considered confidential.

The END USER shall ensure that all scientific staff shall hold information not related to the scientific mission of the END USER, if so considered by ACCESS PROVIDER, to be confidential and will not disclose such information to any individual, group or company outside the END USER and initially only to the scientific team participating to the TNA Project, unless written authorization is given by ACCESS PROVIDER to do so.

Each Party undertakes consequently to keep confidential all this information, for a period of five years from receiving it.

ARTICLE 9 - LIABILITY

As the TNA Project concerns operation within an Infrastructure, the Parties agree upon the following provisions:

9.1 Damages

Except in case of the ACCESS PROVIDER’s gross negligence or intentions as specified in section 8.3, the END USER undertakes to cover all damages caused to the END USER’s staff members, its guests and its Equipment during the TNA Project.

The END USER waives any right to sue the ACCESS PROVIDER for all direct or consequential damages caused to the END USER’s staff members, its guests and its Equipment during the TNA Project.

9.2 Safety

The ACCESS PROVIDER shall be responsible for all operational decisions, especially for safety or technical reasons, and can postpone or cancel operations for the same reasons.





9.3 Liability

Liability of ACCESS PROVIDER and END USER is restricted to gross negligence or intentions. This Agreement applies for both contractual as well as tortious liability. Accountability is limited to estimated costs of the TNA Project. In no event shall the Parties be liable for any consequential damages or loss of profit arising out of or in connection with this contract.

The ACCESS PROVIDER and END USER waive any right to sue the EUMR Coordinator for all direct or consequential damages caused to the END USER and/or ACCESS PROVIDER in the scope of this Agreement.

ARTICLE 10 - FORCE MAJEURE

Each of the Parties shall inform the other Party of the occurrence of any event which constitutes a “force majeure”, preventing it from executing its obligations set out in this Agreement.

Any event which is unforeseeable, and the effects of which are uncontrollable, which prevents one of the Parties from executing its obligations agreed within the scope of this Agreement shall be considered a case of “force majeure”. The obligations of the Party impeded shall be suspended for as long as the “force majeure” subsists.

If the work is interrupted by such events, the Parties shall consult with no delay, to each other, in order to study the postponement or possible termination of the TNA Project or the adaptation of the terms of this Agreement.

ARTICLE 11 - DURATION - TERMINATION

11.1 This Agreement enters into force upon its signature by the Parties and will expire on the completion of the EUMR project, i.e. on 28 of February 2021.

11.2 Article 7 shall remain in force for its own duration.

11.3 Each of the Parties expressly declares being bound by the terms of this Agreement, which shall constitute the law between the Parties. Each of the Parties shall consequently take all necessary steps to prevent or remedy all and any failure that could arise during the performance of this Agreement.

In case of major difficulties, leading one of the Parties to consider the termination of this Agreement, such cancellation will be processed by providing written notice, giving the nature of the difficulties encountered and the reasons entitling the Party to terminate this Agreement.

In such case, the termination of this Agreement will be considered, and the Parties shall have to draw and sign a termination addendum to cancel this Agreement.

ARTICLE 12 - APPLICABLE LAW

This Agreement is subject to Portuguese law.





ARTICLE 13 - JURISDICTION

13.1 In case of a dispute over the execution and/or the interpretation of this Agreement, the Parties undertake to seek a friendly solution, within a maximum of two months from the date of their dispute occurring.

13.2 Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties, shall be settled before three arbitrators, one to be appointed by each Party and the two so appointed shall appoint the third arbitrator, in accordance with the Arbitration Rules of the International Chamber of Commerce with the arbitration to be held in Brussels, Belgium or such other location as agreed by the Parties. The language of the arbitration shall be English. A dispute shall be deemed to have arisen when either Party notified the other Party in writing to that effect.

ARTICLE 14 - APPENDICES

Appendix 1: EUMR TNA Application Form (Template)

Appendix 2: TNA Project Report (Template)

Appendix 3: Compliance with provisions of the H2020 Grant Agreement





Done in two copies in

Upon

For the ACCESS PROVIDER

Name and Title





Done in two copies in

Upon

For the END USER

Name and Title





APPENDIX 1 - EUMR TNA Application Form

The following tables comprise the mandatory TNA application forms for access candidacy.

1. ADMINISTRATIVE FORM

Project Details	
Title	
Acronym	
Proposed Date of Use	
Number of Participants	
Abstract	(maximum 200 words)
Applicant Institution(s)	
Name	
Country	
Domain	<Academia Industry Government Military>
Principal Investigator	
Name	
Institution	
Email Address	
Telephone Number	
Infrastructure Access / Use Case Details	
Access / Use Case code	
Do you accept reallocation to similar Access / Use Case, by EUMR recommendation?	
<input type="checkbox"/> YES / <input type="checkbox"/> NO	





2. PROJECT DESCRIPTION

Please use the headlines stated below to prepare your projects' descriptions, taking into account the evaluation criteria on the Guide for Applicants.

(maximum 8 pages, excluding references)

2.1. PROJECT EXCELLENCE

- 2.1.1. Project Objectives
- 2.1.2. Scientific Background
- 2.1.3. Innovative Aspects

2.2. RESEARCH TEAM EXPERTISE

- 2.2.1. Team Description
- 2.2.2. External Collaborators (if applicable)
- 2.2.3. Previous Experience in the Field

2.3. IMPLEMENTATION

- 2.3.1. Work Description & Work Plan
- 2.3.2. TNA Technical Equipment needed (in detail)
- 2.3.3. Expected Dissemination





APPENDIX 2 – EUMR TNA Project Report

The following document represents the mandatory TNA project report to be present to the Access Provider and the EUMR Coordinator.

1. ADMINISTRATIVE INFORMATION

Project Details	
AGREEMENT No ⁽¹⁾	
Title	
Acronym	
Starting Date - End Date	<dd-mm-aaaa> to <dd-mm-aaaa>
Infrastructure Access / Use Case Details	
Access / Use Case code	
Applicant Institution(s)	
Name	
Country	
Domain	<Academia Industry Government Military>
Principal Investigator	
Name	
Institution	
Email Address	
Telephone Number	
Team Members (<i>expand as needed</i>)	
Name	
Institution	
Email Address	
Telephone Number	





2. WORK DETAILS

2.1. Project objectives (max. 300 words) ⁽²⁾

2.2. Main achievements and difficulties encountered (max. 300 words) ⁽³⁾

2.3. Dissemination of the results ⁽⁴⁾

2.4. Use of the Infrastructure ⁽⁵⁾

	In situ	Remotly
Nr. of Users involved		
Access units (days/weeks)		
In situ stay day / Remote Access duration		

2.5. User project scientific field

Main field ⁽⁶⁾	
Scientific description ⁽⁷⁾	

2.6. Technical and Scientific preliminary Outcomes (max. 2 pages) ⁽⁸⁾





Guidelines for the TNA Project Report

This report is due within 30 days after the completion of the EUMR TNA Project by the Applicants and a copy must be submitted to the EUMR Coordinator and the Access Provider.

3. Notes for the compilation

- (1) It is the reference number of the Contract Agreement identifying the project.
- (2) Write the short-term, medium and long-term objectives of project.
- (3) Describe briefly the main achievements obtained and possible impacts, as well as possible difficulties encountered during the execution of the project.
- (4) Describe any plan you have to disseminate and publish the results resulting from work carried out under the Transnational Access activity in EUMR: scientific articles, books - or part of them -, patents, as well as reports and communication to scientific conferences, meetings and workshops. Highlight peer-reviewed publications. Users supported under the transnational access activity are encouraged, as far as possible, to make available on open repositories their publications.
- (5) Indicate the number of users involved in the activity (the P.I. plus the users described in section 1), the amount of access to the installation/infrastructure and the length of in-person stay at the installation or the operator laboratory (e.g. for preparing the TNA project).
- (6) See Annex below, First column.
- (7) See Annex below, Second column.
- (8) Describe in detail results and main findings of your TNA project at the present stage.





4. Annex of the TNA Project Preliminary Report - User-Project Scientific fields

Main field	Scientific description
Chemistry	Chemistry
Life Sciences & Biotech	Food quality & safety Agriculture & Fisheries Medicine Veterinary sciences Molecular & cellular biology Other - Life Sciences & Biotech
Earth Sciences & Environment	Global Change & Climate Observation Ecosystems & Biodiversity Natural Disaster & Desertification Marine Science/Oceanography Water Science Hydrology Other – Earth Science Other – Environment
Engineering & Technology	Aeronautics Space New production processes Transport Other - Engineering & Technology
Mathematics	Mathematics
Information & Communication Technologies	IST for citizens, businesses & organizations Trust & Security Communication & Networks Computing & software technologies Components & Micro-systems Knowledge & interface technologies Other - ICT
Material Sciences	Knowledge based multifunctional materials Other - Material Sciences





Energy	Sustainable energy systems Fusion Other - Energy
Social Sciences	Economics Political Sciences Educational sciences Law Demography Other - Social Sciences
Humanities	Arts History Languages Other - Humanities





APPENDIX 3 – Compliance with provisions of the H2020 Grant Agreement

ARTICLE 35 — CONFLICT OF INTERESTS

35.1 Obligation to avoid a conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests').

They must formally notify to the Commission without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The Commission may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

(...)

ARTICLE 36 — CONFIDENTIALITY

36.1 General obligation to maintain confidentiality

During implementation of the action and for four years after the period set out in Article 3¹, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ('confidential information').

If a beneficiary requests, the Commission may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement.

The beneficiaries may disclose confidential information to their personnel or third parties involved in the action only if they:

- (a) need to know to implement the Agreement and*
- (b) are bound by an obligation of confidentiality.*

(...)

The Commission may disclose confidential information to its staff, other EU institutions and bodies.

It may disclose confidential information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU's financial interests and*
- (b) the recipients of the information are bound by an obligation of confidentiality.*

Under the conditions set out in Article 4 of the Rules for Participation Regulation No 1290/201323, the Commission must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;*
- (b) the information was already known by the recipient or is given to him without obligation of*

¹ The duration of the action will be 36 months as of 1 March 2018 ('starting date of the action').





- confidentiality by a third party that was not bound by any obligation of confidentiality;*
- (c) the recipient proves that the information was developed without the use of confidential information;*
- (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or*
- (e) the disclosure of the information is required by EU or national law.*

(...)

ARTICLE 38 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

38.1 Communication activities by beneficiaries

38.1.1 Obligation to promote the action and its results

The beneficiaries must promote the action and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

(...)

38.1.2 Information on EU funding — Obligation and right to use the EU emblem

Unless the Commission requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:

(a) display the EU emblem and

(b) include the following text:

For communication activities:

“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 731103”.

For infrastructure, equipment and major results:

“This [infrastructure][equipment][insert type of result] is part of a project that has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 731103”.

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Commission.

This does not, however, give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

38.1.3 Disclaimer excluding Commission responsibility

Any communication activity related to the action must indicate that it reflects only the author’s view and that the Commission is not responsible for any use that may be made of the information it contains.

38.2 Communication activities by the Commission

38.2.1 Right to use beneficiaries’ materials, documents or information

The Commission may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from any beneficiary (including in electronic form).

(...)

The right to use a beneficiary’s materials, documents and information includes:





- (a) **use for its own purposes** (in particular, making them available to persons working for the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001², without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Commission.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiaries), the Commission will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the European Union (EU) under conditions.”

(...)

ARTICLE 46 — LIABILITY FOR DAMAGES

46.1 Liability of the Commission

The Commission cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of implementing the Agreement, including for gross negligence.

The Commission cannot be held liable for any damage caused by any of the beneficiaries or third parties involved in the action, as a consequence of implementing the Agreement.

46.2 Liability of the beneficiaries

Except in case of force majeure (...), the beneficiaries must compensate the Commission for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement.

² Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

