

ORGANICITY EXPERIMENT AGREEMENT

September 2017



Table of Contents

EXPERIMENT AGREEMENT SUMMARY	3
EXPERIMENT AGREEMENT	5
1 Definitions	7
2 Overall responsibilities of the experiment group	10
3 Financial support	11
4 Provisions in the Grant Agreement to apply to the Experiment Group	13
5 Intellectual property rights	14
5.1 OrganiCity Facilities	14
5.2 Experiment Results	15
5.3 Feedback	16
5.4 No additional Access Rights	16
6 Maintenance and support services	17
7 Liability	18
8 Processing of personal data	19
9 Non disclosure of confidential information	20
10 Dissemination & communication	22
11 Term and termination	23
12 Miscellaneous	24
13 Applicable law and venue	25
14 SIGNATURES	26
ANNEX 1 “OrganiCity Facilities Description”	27
ANNEX 2 “Experiment Specifics”	28
ANNEX 4 “Model for Financial Statements”	30
ANNEX 5 “GA Flow-Down Obligations”	31

Experiment agreement summary

This is a summary provided in plain language of (and not a substitute for) the Experiment Agreement.

DISCLAIMER: This summary highlights only some of the key features and terms of the actual Experiment Agreement. The summary is not an agreement, nor a promise of any kind, and has no legal value. You should carefully review all of the terms and conditions of the Experiment Agreement before submitting your proposal. The summary is in no way a substitute for actual legal advice. The OrganiCity Partners disclaim any and all liability that may ensue from relying on the summary.

YOU ARE ENTITLED TO:

- **Financial support** of the size granted to you, if any, as specified in your individual Experiment Agreement.
- **Use the OrganiCity Facilities** to the extent needed for the implementation of your experiment. This right to use the OrganiCity Facilities for implementation of your experiment comprises a right for you create **commercial or non-commercial services** that rely upon or are based upon the OrganiCity Facilities and make such services available for the public's use free of charge or paid for.

UNDER THE FOLLOWING KEY TERMS:

- **Reports** – You must submit the financial and technical reports in the form and at the times specified in your individual Experiment Agreement.
- **Rights for others to use your experiments results** – While the experiment results will be owned by you, the OrganiCity Partners and their affiliates will have a royalty free right i) to use and permit use of your experiment results that are changes and additions to the OrganiCity Facilities for any purpose; and ii) to use and permit use of any other of your experiment results if needed for implementation of the OrganiCity research project.
- **Feedback** – If requested you will be required to provide your feedback concerning the OrganiCity Facilities. Such feedback will be owned by you, but the OrganiCity Partners will be free to use it and permit use of it for all purposes on a royalty free basis.
- **Personal data** – Acting as a data controller in connection with your experiment you are required to collect and process any personal data in accordance with applicable law.
- **Non disclosure of confidential information** – You must maintain confidentiality of OrganiCity Partners' confidential information. Your confidential information is also covered by confidentiality obligations that must be fulfilled by the OrganiCity Partners.
- **Dissemination & communication** – You have certain obligations for dissemination and communication activities relating to your experiment and its results.

NOTE IN PARTICULAR:

- **No warranties or representations are given** – For instance you must ensure that your intended use of the OrganiCity Facilities does not infringe any third parties' rights.
- **No maintenance services or technical support obligations** – This also means that there is no guarantee that the OrganiCity Facilities will function as intended or required or without interruption or be kept available for any particular period of time. They are provided “as is”.
- **Conducting the experiment is at your own risk** – You will bear the full risks in connection with your experiment, including any risk that may arise from using the OrganiCity Facilities.

Experiment agreement

RELATING TO THE RESEARCH PROJECT ENTITLED “ORGANICITY” UNDER HORIZON 2020 – THE FRAMEWORK PROGRAMME FOR RESEARCH AND INNOVATION (2014-2020)

This **EXPERIMENT AGREEMENT** is entered into by and between:

Aarhus University (hereinafter referred to as the “**Coordinator**”), an organization under the laws of Denmark, having its registered office at Nordre Ringgade 1, 8000 Aarhus C, Denmark,
and

[..... Official name in full and registration number]

(hereinafter referred to as the “**Experiment Lead**”),

a legal entity under the laws of [..... country],

having its registered office at [..... official address in full]

and

[..... Official name in full and registration number],

having registered address at [..... official address in full]

and

[..... Official name in full and registration number],

having registered address at [..... official address in full]

and

[..... Official name in full and registration number],

having registered address at [..... official address in full]

and

[..... Official name in full and registration number],

having registered address at [..... official address in full]

and

[..... Official name in full and registration number],

having registered address at [..... official address in full]

and

[..... Official name in full and registration number],

having registered address at [..... official address in full]

(hereinafter together with the Experiment Lead individually referred to as an “**Experimenter**” and collectively referred to as the “**Experiment Group**”)

of the second part

hereinafter, jointly or individually, referred to as “**Parties**” or “**Party**”

relating to the research project under Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020) – entitled “**OrganiCity**” (hereinafter referred to as the “OrganiCity Action” or just the “**Action**”).

PREAMBLE:

- WHEREAS the Coordinator participates in the OrganiCity Action together with Intel Corporation (UK) Limited (“Intel”), Alexandre Institute A/S (“Alexandra”), Future Cities Catapult (“FCC”), Imperial College of Science, Technology and Medicine (“IC”), Tecnologías Servicios Telemáticos y Sistemas S.A. (“TST”), Lulea Tekniska Universitet (“LTU”), Computer Technology Institute & Press (“CTI”), University of Luebeck (“UZL”), Institute for Advanced Architecture of Catalonia (“IAAC”), Commissariat à l’ énergie atomique et aux énergie alternatives (“CEA”), University of Cantabria (“UC”), Aarhus Municipality (“AAR”), Santander Municipality (“SAN”) and University of Melbourne (“UM”) (hereinafter collectively referred to as the “**OrganiCity Partners**”);
- WHEREAS the OrganiCity Partners have entered into a written agreement on 1 January 2015 with the European Commission for carrying out the OrganiCity Action (“**the Grant Agreement**” or “**GA**”) under which the European Commission awards a grant for the OrganiCity Action;
- WHEREAS the OrganiCity Partners have among themselves entered into a written agreement detailing their respective rights and obligations towards each other for carrying out the OrganiCity Action and exploiting the results thereof (“**the Consortium Agreement**” or “**CA**”);
- WHEREAS the OrganiCity Partners have created certain experimentation-as-a-service infrastructures as more particularly described in Annex 1 “OrganiCity Facilities Description” for the purpose of making them and parts or further developments of them available free of charge, during the period of the OrganiCity Action through open calls to third parties for such third parties to create and make available, for use by the public, services that rely upon such infrastructures or infrastructures based upon them (collectively “**OrganiCity Facilities**”);
- WHEREAS the Coordinator is the coordinator in the OrganiCity Action and leading the overall organization of the experiments on the OrganiCity Facilities to be carried out by experimenters under the open calls, through financial support by the Coordinator and/or financed by the Experiment Group through other sources;
- WHEREAS further to an open call announcement, the Experiment Group has been selected by the OrganiCity Experiment Evaluation Committee to implement the experiment as detailed in Annex 2 “Experiment Specifics” with the objective to create and make available for use by the public, services that rely upon the OrganiCity Facilities (the “**Experiment**”); and
- WHEREAS on the basis hereof the Coordinator is willing to make the OrganiCity Facilities available to the Experiment Group subject to the terms and conditions of this Experiment Agreement.

IT IS NOW AGREED AS FOLLOWS:

1 Definitions

Words beginning with a capital letter shall have the meaning defined in the preamble or in this Section 1 or elsewhere in this Agreement.

“**Access Rights**” means rights to use Experiment Results, Feedback or the OrganiCity Facilities under the terms and conditions laid down in this Agreement, whether for implementing the Experiment or for Exploitation.

“**Affiliated Entity**” of an OrganiCity Partner or an Experimenter means:

- a) any legal entity directly or indirectly Controlling, Controlled by, or under common Control with that OrganiCity Partner or Experimenter, for so long as such Control lasts; and
- b) any other legal entity that is listed in Annex 2 “Experiment Specifics” to this Agreement as being an Affiliated Entity of that OrganiCity Partner or Experimenter, where such legal entity is one in which that OrganiCity Partner or Experimenter (or a legal entity qualifying as an Affiliated Entity of that OrganiCity Partner or Experimenter 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:

- 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
- right by any other means to elect or appoint directors of the legal entity (or persons performing similar functions) who have a majority vote.

Common Control through government does not, in itself, create Affiliated Entity status.

“**Agreement**” means this Experiment Agreement including the Annexes hereto.

“**Annex**” means any annex to this Agreement.

“**Confidential Information**” has the meaning given in Section 9.1 of this Agreement.

“**Data Subjects**” means any identified or reasonably identifiable natural person falling under the definitions of “data subject” and “user” and “subscriber” according to Directives 95/46/EC and 2002/58/EC, including citizens and also workers, employees, researchers and other persons operating on behalf of the Experiment Group and/or of the Coordinator and/or of any OrganiCity Partners.

“**Disclosing Party**” has the meaning given it in Section 9.1 of this Agreement.

“**Effective Date**” shall mean the date of the last signature to this Agreement.

“**Eligible Costs**” has the meaning given it in Section 3.3 of this Agreement.

“**Experiment Results**” means any tangible or intangible outputs of the Experiment including changes or additions to the OrganiCity Facilities or any other outputs such as (without limitation) data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated by or on behalf of the Experimenters in the Experiment, as well as any rights attached to them, including Intellectual Property Rights.

“**Exploitation**” or “**Exploit**” means the direct or indirect use of Experiment Results or Feedback in (a) further research activities other than those covered by the Experiment, or (b) in developing, creating or marketing a product or process, or (c) in creating and providing a service, or (d) in standardisation activities.

“**Fair and Reasonable Conditions**” means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for Access Rights, for example the actual or potential value of the OrganiCity Facilities or Experiment Results to which Access Rights are requested and/or the scope, duration and other characteristics of the Exploitation envisaged. To fall within Fair and Reasonable Conditions, the conditions must also be non-discriminatory.

“**Feedback**” means all forms of feedback from the Experiment Group concerning the OrganiCity Facilities, including but not limited to suggestions for improvements or modifications thereto, comments, and information about use or performance.

“**Financial Support**” means reimbursement of some or all of the Eligible Costs (as applicable) in accordance with this Agreement.

“**Force Majeure**” means any one or more events beyond the reasonable control of the relevant Party which occur after the date of signing of this Agreement, were not reasonably foreseeable at the time of signing of this Agreement, and the effects of which are not capable of being overcome without unreasonable expense and/or unreasonable loss of time to the Party concerned. Events of Force Majeure shall include (without limitation) war, civil unrest, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy.

“**Intellectual Property Rights**” means: patents, patent applications and other statutory rights in inventions; copyrights (including without limitation copyrights in the OrganiCity Facilities 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, but excluding rights in Confidential Information and/or trade secrets.

“**Needed**” means in respect of executing or carrying out the Experiment, and/or in respect of Exploitation of OrganiCity Facilities or Experiment Results, technically essential and:

- a) where Intellectual Property Rights are concerned, that those Intellectual Property Rights would be infringed without Access Rights being granted under this Agreement;
- b) where Confidential Information is concerned, only Confidential Information which has been disclosed during and for the purpose of the Experiment may be considered as technically essential, except as otherwise agreed in writing between the Parties.

“**Object Code**” means software in machine-readable compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other software.

“**OrganiCity Facilities**” means the OrganiCity Facilities that are to be made available to the Experiment Group for conduct of the Experiment in accordance with this Agreement, as identified in Annex 2, and includes reference to such facilities as from time to time improved or otherwise added to or changed.

“**OrganiCity Facilities Software**” means the software tools included in the OrganiCity Facilities.

“**Owning OrganiCity Partners**” shall have the meaning given it in Section 9.1 of this Agreement.

“**Personal Data**” has the meaning given it in Section 8.7 of this Agreement.

“**Recipient**” has the meaning given it in Section 9.1 of this Agreement.

“**Restricted OrganiCity Facilities Components**” means the parts of the OrganiCity Facilities listed in Annex 1 as Restricted OrganiCity Facilities Components, which the OrganiCity Partners have held before they acceded to the Grant Agreement and have introduced into the Action as “Background” under the terms of the Consortium Agreement.

“**Shared Information**” has the meaning given it in Section 8.7 of this Agreement.

“**Source Code**” means software in human-readable form normally used to make modifications to it, including but not limited to comments and procedural code such as job control language and scripts to control compilation and installation.

2 Overall responsibilities of the experiment group

2.1 The Experiment Group, and each Experimenter, shall perform its tasks in accordance with the Annex 2, towards the implementation of the Experiment to the best of its ability and in accordance with best practices and any guidelines, including ethical and privacy guidelines, issued by the Coordinator.

2.2 The Experiment Lead shall coordinate the Experiment internally in the Experiment Group, and be responsible for the reporting to the Coordinator at the times and in the form required under Section 3 and Annexes 2 and 3 hereof.

2.3 The Experiment Lead undertakes to notify the Coordinator, in a timely manner, of any significant information, fact, problem or delay likely adversely to affect the implementation of the Experiment.

2.4 The Experiment Lead shall, in a timely manner, provide all information reasonably required by the Coordinator, e.g. any information required for the Coordinator to comply with its obligations under this Agreement, the CA and the GA.

3 Financial support

3.1 The Coordinator shall give Financial Support for the Experiment executed by the Experiment Group, in the payment form(s), within the maximum amount granted and in accordance with the schedule of payments specified in Annex 2 “Experiment Specifics”.

3.2 The Experiment Group shall be entitled to claim Eligible Costs from the Coordinator for the Experiment as described in Annex 4 of this Agreement. The Financial Support shall take the form of a reimbursement of one hundred percent (100 %) of the Eligible Costs of the Experiment actually incurred.

3.3 For the costs to be eligible for reimbursement from the Coordinator under this Agreement (“**Eligible Costs**”), they must:

- i. be actually incurred by the Experimenters;
- ii. be incurred in the period of the Experiment as set out in Annex 2, with the exception of costs relating to the submission of the progress report for the last reporting period and the final report;
- iii. be indicated in the estimated budget set out in Annex 2;
- iv. be incurred in connection with the Experiment as described in Annex 2 and necessary for its implementation;
- v. be identifiable and verifiable, in particular recorded in each Experimenter’s accounts in accordance with the accounting standards applicable in the country(ies) where each Experimenter is established and with each Experimenter’s usual cost accounting practices;
- vi. comply with the applicable national law on taxes, labour and social security, and
- vii. be reasonable, justified and must comply with the principle of sound financial
- viii. management, in particular regarding economy and efficiency.

3.4 As detailed in Annex 2, the Financial Support may be in the form of one pre-financing payment, one or more interim payments on the basis of valid request(s) for interim payment, and one payment of the balance on the basis of a valid request for payment of the balance.

3.5 Any pre-financing payment remains the property of the Coordinator until the payment of the balance. The amount of any pre-financing payment is specified in Annex 2. The Coordinator will, except if Section 3.7 or 3.8 applies, make the pre-financing payment to the Experiment Lead within thirty (30) days, either from the Effective Date or from ten (10) days before the starting date of the Experiment as detailed in Annex 2, whichever is the latest.

3.6 Interim payments and payment of the balance is subject to the Coordinator’s approval of technical and financial reports for the relevant reporting period, in particular an approval of the progress of the Experiment. The reports shall be submitted by the Experiment Lead to the Coordinator together with a request for payment of applicable Financial Support and an invoice for it at the times specified in Annex 2. The reports shall be drawn up using the formats in Annex 3 “Model for Technical Report” and Annex 4 “Model for Financial Statements” or any other formats provided by the Coordinator. The financial report shall at least include the following:

- a) Identification of the Experiment; ;
- b) A financial statement of costs actually incurred (in accordance with Annex 4 “Model for Financial Statements”);

- c) Detailed information and documentation documenting the eligibility of the actual costs as Eligible Costs.

The Coordinator will pay to the Experiment Lead the amount due within ninety (90) days from receiving a valid payment request and an accurate invoice together with the technical and financial report, in accordance with the requirements of this Agreement, for the reporting period in question, except if Sections 3.7 and/or 3.8 and/or 3.9 apply.

3.7 Irrespective of the above due date of payments under Sections 3.5 and/or 3.6 the Coordinator shall only be under an obligation to pay any part of the due amount of Financial Support provided that such amount at its due date is within the financial scope of the funds made available at such time by the European Commission to the Coordinator.

3.8 The Coordinator may at any time suspend a payment if the Coordinator finds that the reporting requirements are not met, that the Experiment is not implemented properly as described in Annex 2, or that any other obligation of the Experimenters under this Agreement is breached. Any failure of the applicable Experimenter(s) to remedy a breach shall entitle the Coordinator, in addition to any other right or remedy available under this Agreement or otherwise, to inform the relevant EU authority thereof, to reduce the maximum amount of Financial Support, or to terminate this Agreement by giving written notice of termination to the Experiment Lead.

3.9 Ineligible costs (i.e. costs claimed for reimbursement which are not established to be Eligible Costs) will be rejected in full by the Coordinator. In such event the Coordinator shall be entitled to make deductions of the amount rejected from the total Eligible Costs.

3.10 Any applicable VAT or tax payments on the amount due to the Experiments shall be fully borne by the Experimenters.

4 Provisions in the Grant Agreement to apply to the Experiment Group

4.1 Under the Grant Agreement the OrganiCity Partners are obliged to ensure that the obligations under GA Articles 22, 23, 35, 36, 38 and 46 apply to the Experimenters to the extent that the Experiment Group is a receiver of Financial Support. The obligations in question are reproduced in Annex 5 “GA Flow-Down Obligations”. The OrganiCity Partners are referred to therein as “beneficiaries”.

4.2 Each Experimenter hereby agrees to be bound mutatis mutandis by the same GA obligations as set forth in Annex 5 as the OrganiCity Partners are towards the European Commission, the European Court of Auditors and the European Anti-fraud Office, respectively referred to in Annex 5 as “Commission”, “ECA” and “OLAF”. Each Experimenter acknowledges and agrees that it is only bound by the obligations reproduced in Annex 5 by virtue of this Agreement and that it is not a party to the GA or the CA.

5 Intellectual property rights

5.1 OrganiCity Facilities

5.1.1 Each Experimenter acknowledges that: (a) the OrganiCity Facilities (excluding changes or additions to the OrganiCity Facilities that fall within the Experiment Results), and all Intellectual Property Rights and other rights in and to the OrganiCity Facilities, are proprietary to and owned by the OrganiCity Partners or applicable third parties, and that the OrganiCity Facilities embody certain valuable confidential know-how and other secrets; (b) that the OrganiCity Partners or such third parties have copyrights of and other Intellectual Property Rights to the OrganiCity Facilities; and (c) that the OrganiCity Partners or such third parties' rights extend to both the intellectual ideas and processes and to the actual expressions and articulations of them contained in the OrganiCity Facilities Software and displayed when using the OrganiCity Facilities Software, including ideas, functions and graphics. Nothing in this Agreement shall transfer to any Experimenter, or confer on any Experimenter any license or other rights in or to, any such Intellectual Property Rights, confidential know-how and other secrets, ideas and processes and expressions and articulations thereof, except for those limited rights of use expressly granted by way of Access Rights in this Agreement.

5.1.2 Access Rights to the OrganiCity Facilities, in the form from time to time made available by the OrganiCity Partners, Needed by the Experimenters for the implementation of the Experiment are hereby requested and shall be deemed granted, as of the starting date of the Experiment, on a royalty-free basis by the Coordinator on behalf of all OrganiCity Partners, and shall either terminate automatically upon completion of the Experiment or upon early termination of this Agreement, whichever is the earliest date. Such Access Rights comprise only a right for the Experimenters to create and make available, free of charge or paid for, for use by the public, services that rely upon or are based upon the OrganiCity Facilities

5.1.3 Access Rights to the OrganiCity Facilities, in the form from time to time made available by the OrganiCity Partners, for the Exploitation of the Experiment Results, may be requested by the Experimenters (or any of them) to the owning or controlling OrganiCity Partner(s). At the owning or controlling OrganiCity Partners' sole choice and discretion, said OrganiCity Partners may grant Access Rights to OrganiCity Facilities for Exploitation of Experiment Results to the requesting Experimenters on Fair and Reasonable Conditions under a separate agreement to be negotiated in good faith. Such Access Rights, if granted, shall comprise only a right for the Experimenters (or the applicable Experimenters) to create and make available, free of charge or paid for, for use by the public, services that rely upon or are based upon the OrganiCity Facilities. For the avoidance of doubt nothing in this Agreement constitutes a grant of such Access Rights or an obligation of the owning or controlling OrganiCity Partners to enter into an agreement with the Experimenters to this effect. Irrespective of any grant of Access Rights under a separate agreement as provided for in this Section 5.1.3, the OrganiCity Partners do not provide any express or implied guarantee to keep the OrganiCity Facilities available for any particular period of time, or at all, or to provide any maintenance services or technical support or undertake any other obligation in relation to the OrganiCity Facilities.

5.1.4 The Experiment Group's Access Rights to the OrganiCity Facilities Software under Section 5.1.2 and under any separate agreement under Section 5.1.3 shall only comprise: :

- a) Access Rights to use the Object Code; and
- b) where normal use of such Object Code requires an API, Access Rights to use the Object Code and such an API; and
- c) if a) and b) (if required as described above) are not available, and if the Experimenters can show that the implementation of their tasks under the Experiment or the Exploitation of their Experiment Results is

technically impossible without Access Rights to use the Source Code, Access Rights to the Source Code to the extent Needed.

Notwithstanding the above or anything else in this Agreement: (x) Access Rights to OrganiCity Facilities Software comprised in Restricted OrganiCity Facilities Components shall only be provided in Object Code unless otherwise agreed in a separate bilateral agreement between the applicable Experimenters and the owning or controlling OrganiCity Partner; and (y) Access Rights to Restricted OrganiCity Facilities Components shall be subject to the terms (if any) relating to them set out in Annex 1 (“OrganiCity Facilities Description”). Access Rights to the Restricted OrganiCity Facilities Components shall further be subject to the specific limitations set forth in Annex 1.

For the avoidance of doubt the Experimenters' Access Rights to the OrganiCity Facilities Software shall not include any right for any Experimenter to receive (i) Source Code (except as expressly provided above in this Section 5.1.4), or (ii) Object Code ported to a certain hardware platform, or (iii) any right to receive Source Code, Object Code or respective APIs in any particular form or detail, but only as made available.

5.1.5 Access Rights do not include the right for the Experimenters or any of them to: (a) make any changes or additions to the OrganiCity Facilities unless required for the purpose of implementing the Experiment; (b) use the OrganiCity Facilities for any purpose whatsoever other than creating and making available for use by the public services as referred to in Sections 5.1.2 and 5.1.3 above; (c) replicate the OrganiCity Facilities or any part of them; (d) limit the functionality of the OrganiCity Facilities or limit the possibilities to build upon the OrganiCity Facilities; or (e) decompile or otherwise reverse engineer any OrganiCity Facilities Software or other part or component of the OrganiCity Facilities. Accordingly no Experimenter shall do, or permit or allow any other person to do, any of these things.

5.1.6 If the Experimenters' actual, proposed or anticipated use of or changes or additions to the OrganiCity Facilities, cf. Section 5.1.5 (a) and (b), have or in the Coordinator's sole opinion and discretion would or might have an adverse effect on the use by others of, including Access Rights of others to, the OrganiCity Facilities, then the Experimenters undertake to fully and timely comply with the Coordinator's reasonable instructions and to take all reasonable measures to stop, prevent or limit such adverse effects at their own cost.

5.1.7 Notwithstanding the above terms of this Section 5.1 (but without prejudice to Section 5.1.6), in the event that, prior to the time of grant of Access Rights to the Experimenters, any OrganiCity Facilities Software or other part of the OrganiCity Facilities is subject to an open source license, then in respect of such part, the terms of the open source license will prevail over this Section 5.1.

5.2 Experiment Results

5.2.1 Experiment Results, including changes or additions to the OrganiCity Facilities, generated by the Experiment Group through use of the OrganiCity Facilities or otherwise during the Experiment shall be owned by the concerned Experimenter(s) or as the Experimenters may agree; provided that they shall ensure that any such agreement is consistent with the terms of this Agreement and in particular (without limitation) shall be consistent with the obligations of the Experimenters in, and shall not prejudice the OrganiCity Partners' or the OrganiCity Partners' Affiliated Entities' rights under, Sections 5.2.2, 5.2.3 and 5.3. The Experimenters shall be entitled to freely Exploit and otherwise use and to permit use of all Experiment Results generated and owned by the concerned Experimenter(s) (without prejudice to Sections 5.2.2, 5.2.3 and 5.3).

5.2.2 Notwithstanding anything else in this Agreement, the OrganiCity Partners and their Affiliated Entities shall be deemed to have requested and shall hereby be deemed granted Access Rights (a) on a royalty free basis to use for implementation of the Action (including by using and permitting use thereof for other experiments using the OrganiCity Facilities pursuant to the Action) all Experiment Results which are changes

or additions to the OrganiCity Facilities and (b) to Exploit and otherwise to disclose, use and permit use of such Experiment Results, on a royalty free basis for all purposes without any restriction, without giving notice, obtaining consent from or otherwise accounting to any person.

5.2.3 Notwithstanding anything else in this Agreement, the OrganiCity Partners and their Affiliated Entities shall be deemed to have requested and shall hereby be deemed granted Access Rights on a royalty free basis as Needed for implementation of the Action (including by permitting use thereof if and as Needed for other experiments using the OrganiCity Facilities pursuant to the Action) all Experiment Results other than those which are changes or additions to the OrganiCity Facilities. Access Rights to such Experiment Results (which are not changes or additions to the OrganiCity Facilities) for Exploitation may be requested by the OrganiCity Partners or their Affiliated Entities (or any of them) to the owning or controlling Experimenter(s). At the owning or controlling Experimenter(s)' sole choice and discretion Access Rights for Exploitation of such Experiment Results may be granted to the requesting OrganiCity Partner or Affiliated Entity of an OrganiCity Partner on Fair and Reasonable Conditions under a separate agreement to be negotiated in good faith. For the avoidance of doubt nothing in this Agreement constitutes a grant of such Access Rights for Exploitation or an obligation of the owning or controlling Experimenter(s) to enter into an agreement to this effect with the entity requesting such Access Rights.

5.3 Feedback

5.3.1 During the Experiment, and for a period of six (6) months after completion of the Experiment or any earlier termination of this Agreement, the Coordinator and/or any other OrganiCity Partner may request the Experiment Group or any Experimenter(s) to provide Feedback, and the Experiment Group or applicable Experimenter(s) shall do their outmost in a timely manner to provide such Feedback. In addition, if under a separate agreement the Experimenters are granted Access Rights to the OrganiCity Facilities for Exploitation of Experiment Results, cf. Section 5.1.3, the obligation on the Experiment Group or any Experimenter(s) to provide Feedback shall apply during the term of such separate agreement, and for a period of six (6) months after expiry or any termination of such separate agreement. All rights in and to Feedback shall be owned by the applicable Experimenter(s) who shall be entitled to freely Exploit and otherwise use and to permit use of all Feedback. However, the Experimenters shall comply with the confidentiality obligations on the Feedback as set forth in Section 9.1 (unless and until such obligations are waived in accordance with such Section).

5.3.2 Notwithstanding Sections 5.2, 5.3.1 or anything else in this Agreement, the OrganiCity Partners and their Affiliated Entities shall be deemed to have requested and shall hereby be deemed granted Access Rights to Exploit and otherwise to disclose, use and permit use of Feedback, on a royalty free basis for all purposes without any restriction, without giving notice, obtaining consent from or otherwise accounting to any person.

5.4 No additional Access Rights

5.4.1 For the avoidance of doubt, any grant of Access Rights not expressly made by this Agreement shall be at the absolute discretion of the owning party and subject to such terms and conditions as may be negotiated and ultimately agreed between the owning and recipient party(ies).

6 Maintenance and support services

6.1 The OrganiCity Facilities are provided (whether for the implementation of the Experiment or for Exploitation) “as is” and with no obligation for the Coordinator or the other OrganiCity Partners to provide maintenance services or technical support services of any kind in respect of the OrganiCity Facilities. As a consequence the Coordinator and the other OrganiCity Partners shall have no responsibilities or liabilities for errors to, interruptions or impaired functionality of the OrganiCity Facilities and they shall have no obligations to maintain or to generate improvements to the OrganiCity Facilities. However to the extent improvements to the OrganiCity Facilities are generated by or on behalf of OrganiCity Partners in the course of implementing the Action they shall be available under Access Rights as provided for under Section 5.1.

6.2 Should the OrganiCity Partners or any of them at their sole choice and discretion deliver maintenance and/or technical support services to the Experimenters, any such maintenance and technical support services shall be delivered with no liability or warranties of any kind.

7 Liability

7.1 The Experimenters shall fully and exclusively bear the risks in connection with the Experiment, including but not limited to any risk arising from use of the OrganiCity Facilities under the Access Rights provided. The Experimenters shall indemnify and hold the OrganiCity Partners, including the Coordinator, harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the OrganiCity Partners or the Coordinator as a result thereof would incur or suffer or have to pay to the European Commission or any third parties. In addition, should the European Commission have a right of recovery against the Coordinator or another OrganiCity Partner regarding any or all of the Financial Support granted under this Agreement, the Experimenters shall repay the sums in question in the terms and on the date specified by the Coordinator.

7.2 To the extent permissible under applicable law, in no event shall the Coordinator or any of the other OrganiCity Partners be liable to the Experimenters or any person or entity connected with any of them for loss or damage caused by the Coordinator or any other OrganiCity Partner, their employees, agents and subcontractors in connection with the Experiment for any of the following, however caused or arising, on any theory of liability, and even if the Coordinator and/or any other OrganiCity Partners were informed or aware of the possibility thereof:

- loss of profits, revenue, income, interest, savings, shelf-space, 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.

7.3 The Coordinator's and other OrganiCity Partners' liability in aggregate, arising out of or in connection with the Experiment and/or this Agreement, however caused or arising, on any theory of liability, and even if the Coordinator and/or any other OrganiCity Partners were informed or aware of the possibility thereof, shall in no event exceed the total amount of the Financial Support provided to the Experiment Group.

7.4 In respect of any information or materials (including the OrganiCity Facilities and Experiment Results) supplied by one Party to another Party or to or by an OrganiCity Partner, no warranty or representation of any kind is made, given or implied as to the sufficiency, error-free performance, or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore, in particular but without limiting the foregoing:

- the Experimenters shall in all cases be entirely and solely liable for the use to which they put such information and materials, and the consequences of such use, and
- neither the Coordinator nor the other OrganiCity Partners shall be liable vis-à-vis the Experimenters or any of them in case of infringement of proprietary rights of a third party resulting from the Experimenters exercising their Access Rights.

7.5 The exclusions and limitations stated in Sections 7.2, 7.3 and 7.4 above, and any other term of this Agreement that has as its object or effect the exclusion or limitation of liability, 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 the Party or OrganiCity Partner whose liability would otherwise be limited or excluded, its directors, employees, agents and subcontractors; wilful misconduct, gross negligence, wilful breach by such Party or any OrganiCity Partner of any obligation accepted under the GA, the CA or this Agreement; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

8 Processing of personal data

8.1 The provisions concerning Personal Data processing set out in this Section 8 cover the collection and processing of Personal Data in completion of or in connection with the Experiment and/or in connection with the exercise of Access Rights by the Experimenters.

8.2 Unless otherwise required by law, the Experimenters jointly - or one or some of them if determining, on a case by case basis and depending on the specific type of Experiment, the purposes and means of the processing of Personal Data as agreed between the Experimenters - shall act as the data controller in respect of Personal Data collected and processed in the completion of or in connection with the Experiment. In this capacity the applicable data controlling Experimenters shall be liable for compliance with all the applicable statutory data protection laws. The applicable data controlling Experimenters, as pertaining to their using the OrganiCity Facilities, are obliged to protect Personal Data against loss, damage, unauthorized access, alteration and distribution or other unauthorised processing: for this purpose, the applicable data controlling Experimenters shall take appropriate technical, organisational and personnel measures adequate to the manner of the processing of Personal Data.

8.3 Acting as data controller the applicable data controlling Experimenter(s) shall be responsible for obtaining, if required by applicable law, any statutory written approvals from the applicable competent data protection authority before commencing the Experiment with or in any manner involving any Data Subjects. The Experiment Lead shall provide the Coordinator with a copy of all such written approvals so that they can be provided to the European Commission.

8.4 The applicable data controlling Experimenters undertake to bind any and all of their data processors, including if necessary the Coordinator and/or any other OrganiCity Partners and their sub-contractors, to a data processing agreement in compliance with the applicable statutory data protection laws and pursuant to article 17 of Directive 95/46/EC. A copy of any such data processing agreements shall be provided the Coordinator. As part of such agreement the applicable data controlling Experimenters shall ensure that no Personal Data are processed for any other purpose than that of the Experiment and that processed data are pertinent and not redundant insofar as concerns the purposes for which they were collected and subsequently processed.

8.5 With the sole exception of those cases in which the preservation of data is required by law, the Personal Data will be erased or at least anonymized by the data controllers and/or processors, from wherever they are stored, as soon as the Personal Data are no longer necessary for the specific Experiment purposes; such erasure mechanisms being either destruction, demagnetisation or overwriting. In the event of termination of this Agreement for any cause, the Experimenters will no longer be permitted to process Personal Data through the OrganiCity Facilities.

8.6 The Experiment Group acknowledges that the OrganiCity Facilities comply with the required standard data security measures according to any laws as applicable to the Experiment Group. The Experiment Group, moreover, acknowledges that the Coordinator and any other OrganiCity Partners, if appointed as data processors, are not responsible for compliance with any data protection or privacy law applicable to the Experiment Group and not directly, explicitly and specifically applicable to data processors.

8.7 Notwithstanding the above, the Parties agree that any OrganiCity Facilities, Experiment Results, Feedback, Confidential Information and/or any and all data and/or information that is possibly, disclosed or otherwise made available between the Parties during the implementation of the Experiment and/or for any Exploitation activities (“**Shared Information**”), shall not include – if not strictly necessary for the purposes of the Experiment and in full compliance with applicable data protection laws – personal data as defined by Article 2, Section (a) of the Data Protection Directive (95/46/EEC) (hereinafter referred to as “**Personal Data**”). Accordingly the Parties agree that they will take all necessary steps to ensure that all Personal Data is removed from the Shared Information, made illegible, or otherwise made inaccessible (i.e. de-identify) to the other Parties prior to providing the Shared Information to such other Parties.

9 Non disclosure of confidential information

9.1 All information of whatever nature and in whatever form or mode of communication, which is disclosed by a Party (the “**Disclosing Party**”) to another Party (the “**Recipient**”) in connection with the Experiment during its implementation and which has been explicitly marked as “confidential” or “secret” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within thirty (30) calendar days from oral disclosure at the latest as Confidential Information by the Disclosing Party, or is Feedback, is “**Confidential Information**”. However, notwithstanding the foregoing or anything else in this Agreement, Feedback shall be considered Confidential Information of the Coordinator and/or the other OrganiCity Partners or, in the case that the Feedback relates to a particular part(s) or component(s) of the OrganiCity Facilities, shall be considered the Confidential Information of the OrganiCity Partners who, or whose Affiliated Entities, provided, developed, own or control such part(s) or component(s) (the “**Owning OrganiCity Partners**”); and (to avoid doubt) Feedback shall not be considered Confidential Information of the Experimenters or any of them. Accordingly, the Experimenters shall in respect of Feedback comply with the confidentiality obligations as a Recipient in this Section 9. However, in the case that, in the unanimous opinion and full discretion of the Owning OrganiCity Partners, having taken into account the advice of the Coordinator, the Feedback, if made public, would not constitute adverse publicity for the Experiment and/or the Action, and/or any of the OrganiCity Partners and/or their Affiliated Entities, and would not reveal confidential aspects of the OrganiCity Facilities, then the Owning OrganiCity Partners shall, following written request from the Experimenters or any of them, without undue delay in writing waive the confidentiality obligations in relation to the applicable Feedback.

9.2 Each Recipient hereby undertakes for the duration of the Experiment and a period of four (4) years after the end date of the Experiment as detailed in Annex 2 (“Experiment Specifics”) or earlier termination of this Agreement:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party including Affiliated Entities without the prior written consent by the Disclosing Party, wherein the Recipient must ensure that an arrangement is in place prior to such disclosure that subjects the Affiliated Entities or applicable third party to provisions at least as strict as provided in this Section 9;
- to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care); and
- to ensure that internal distribution of Confidential Information by such Recipient and its Affiliated Entities shall take place on a need-to-know basis.

9.3 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by

a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure; or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order subject to Section 9.5 hereunder.

9.4 Each Recipient shall promptly advise the corresponding Disclosing Party in writing of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

9.5 If a Recipient becomes aware that it will be required to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

- promptly notify the Disclosing Party of said request, and
- use reasonable efforts to protect the confidentiality of the information at the Disclosing Party's expense, and

make such disclosure only to the extent it is compelled.

9.6 The Coordinator's disclosure of Confidential Information to the European Commission shall be governed exclusively by the terms of the Grant Agreement. Accordingly nothing in this Agreement shall prevent the Coordinator from complying with its obligations, including its reporting obligations, towards the European Commission, and any such disclosures shall be subject to the terms of the Grant Agreement.

10 Dissemination & communication

10.1 The Experimenters through the Experiment Lead shall ensure that the Coordinator is fully and systematically informed, in a timely manner and in writing, of any expected dissemination or communication activities relating to the Experiment and its Experiment Results, and that the OrganiCity Partners are actively invited to dissemination/communication events and to dissemination/communication possibilities. All dissemination/communication activities must be conducted so as not to breach obligations under Section 9 (Non-Disclosure of Confidential Information).

10.2 Any such dissemination or communication activity (including publications, presentations, contributions to any standard's organization or marketing materials) by the Experiment Group shall:

- i. be done in a reasonable and consistent manner using both the OrganiCity name/logo and in accordance with the requirements of GA Article 38 as reproduced in Annex 5 ("GA Flow-Down Obligations");
- ii. indicate that it reflects only the Experiment Group's view and that neither the OrganiCity Partners nor the European Commission are responsible for any use that may be made of the information it contains;
- iii. be conducted in an open and inclusive manner providing open access (free of charge online access for any user) to the authorized publications/presentations and data, however, always in accordance with the applicable statutory data protection laws; and
- iv. comply with the guidelines for communication and engagement provided to the Experiment Group by the Coordinator at any time.

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

10.4 The Coordinator and the other OrganiCity Partners shall be entitled to include the main issues and information regarding the Experiment in their reporting towards the European Commission.

11 Term and termination

11.1 The term of this Agreement is from the Effective Date until the end date of the Experiment as detailed in Annex 2. At that time this Agreement shall automatically terminate.

11.2 This Agreement may be terminated by the Coordinator by written notice having immediate effect, and without prejudice to any other rights of the Coordinator and the other OrganiCity Partners under this Agreement:

- a) if the Experimenters or any of them are in material breach of any of their obligations, representations or warranties hereunder and have failed to effect any remedy in due time after a written notice requiring such remedy has been given by the Coordinator specifying a time of not more than thirty (30) days within which the remedy is to be effected;
- b) if any Experimenter is subjected to receivership, bankruptcy, suspension of payments or insolvency, or makes an assignment for the benefit of creditors, or goes out of business, or is subject to any similar event or proceeding; or
- c) if the Experiment Group or any Experimenter is subject to a Force Majeure event, which prevents the Experiment Group or such Experimenter from performing its or their obligations hereunder and such circumstances have lasted, or can reasonably be expected to last, more than three (3) months. The Experiment Group through the Experiment Lead shall notify the Coordinator in writing of any Force Majeure without undue delay, describing the Force Majeure event, and its anticipated duration, and the affected Experimenters shall use reasonable efforts to resume performance as soon as possible.

11.3 Access Rights granted to the Experimenters shall cease immediately upon the effective date of termination, without prejudice to Section 5.1.3 or any separate agreement entered into pursuant thereto.

11.4 In case of early termination of this Agreement under Section 11.2 the Experimenters shall refund all Financial Support payments they have received except the amount of any Financial Support contribution accepted by the Coordinator to be not refundable. Other costs incurred after the termination (i.e. after the notified date on which termination takes effect) are not Eligible Costs.

11.5 Irrespective of the automatic termination hereof under Section 11.1, or any other termination hereof, Sections 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall remain in effect. However, in case this Agreement is terminated by the Coordinator under Section 11.2, the Experimenters' Access Rights, and rights to request or be granted Access Rights, under Section 5.1 shall terminate as of the time of the termination of this Agreement.

12 Miscellaneous

12.1 Should any provision of this Agreement be or become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid, legal, enforceable and practicable replacement provision be negotiated which fulfils the purpose of the original provision.

12.2 No Experimenter shall be entitled to act or to make legally binding declarations on behalf of the Coordinator or any other OrganiCity Partner, and nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties or between the Experimenters or any of them and any OrganiCity Partner.

12.3 No rights or obligations of the Experimenters or any of them arising from this Agreement may be assigned or transferred, in whole or in part, and no obligations of the Experimenters or any of them may be sub-contracted, without the Coordinator's prior formal written approval; and such approval shall not exempt the Experimenters or any of them from any of their obligations hereunder. The Experimenters shall ensure that any permitted sub-contractor is bound by the same obligations as provided hereunder, including the GA flow-down obligations set forth in Annex 5.

12.4 Although (with the exception of the Coordinator) the OrganiCity Partners and their Affiliated Entities are not Parties to this Agreement, they are intended by the Parties to be third party beneficiaries under this Agreement and accordingly shall be entitled to enforce the terms of this Agreement against the Experimenters and in particular (without limitation) shall be entitled to the benefit of, and to enforce, Section 5.2, Section 5.3, Section 9.1, any exclusion or limitation of liability of the OrganiCity Partners contained in this Agreement and any indemnity in favour of the OrganiCity Partners contained in this Agreement.

12.5 All obligations of the Experimenters under this Agreement apply to the Experimenters jointly and severally and accordingly each such obligation may be enforced in full against the Experimenters collectively and each of them individually.

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

12.7 This Agreement is drawn up in English, which language shall govern all documents, notices, reports, court/arbitral proceedings and processes relating thereto. Notices, reports, invoices and other forms of communication regarding this Agreement shall be forwarded to the other Party using the contact details listed in Annex 2. Any change of the listed contact details shall be communicated in writing to the other Party to become effective.

12.8 In case of any inconsistencies between Annex 2 ("Experiment Specifics") on one part and the remainder of this Agreement (i.e. the body of it and Annexes 1, 3, 4 and 5) on the other part, then the latter shall prevail.

13 Applicable law and venue

13.1 This Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions. However, nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

13.2 All disputes directly arising under this Agreement (other than disputes relating to the infringement and/or validity of Intellectual Property Rights which shall be the exclusive jurisdiction of the competent court), which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Brussels. The foregoing shall be without prejudice to the right of any Party to seek injunctive relief or other equitable compensation before any court in any place where any unauthorized use of its Intellectual Property Rights or Confidential Information occurs or threatens to occur.

14 SIGNATURES

For an on behalf of the Coordinator:

Date and place:

Signature:

For an on behalf of [Official name in full of Experiment Lead **]**

Date and place:

Signature:

For an on behalf of [Official name in full of Experimenter **]**

Date and place:

Signature:

For an on behalf of [Official name in full of Experimenter **]**

Date and place:

Signature:

For an on behalf of [Official name in full of Experimenter **]**

Date and place:

Signature:

For an on behalf of [Official name in full of Experimenter **]**

Date and place:

Signature:

For an on behalf of [Official name in full of Experimenter **]**

Date and place:

Signature:

For an on behalf of [Official name in full of Experimenter **]**

Date and place:

Signature:

ANNEX 1 “OrganiCity Facilities Description”

[Description of the OrganiCity Facilities from the Open Call.]

Restricted OrganiCity Facilities Components of the relevant owning or controlling OrganiCity Partners:

Intel:

- Commercially available Intel products of Intel or its Affiliated Entities. If the OrganiCity Facilities incorporate or use any commercially available products of Intel or any of its Affiliated Entities, such products are provided "as is", in the form in which, and on the terms on which, they are commercially available as at the time they are provided. The terms and provisions governing the access to, and use of, such commercially available products shall be the prevailing terms.

CEA:

- sensiNact
- sensiNact Studio, but excluding any sensiNact Studio source code. CEA shall provide any Access Right to such source code at its sole discretion.

LTU:

- The layered SATIN Platform including the SATIN-editor, but excluding any SATIN source code. To be used, during the period of the Experiment, on royalty-free basis. LTU should be at the sole discretion to provide any Access Rights for Exploitation.
- FormIT methodology. To be used upon written consent received from LTU on royalty-free basis for implementation of the Experiment. To be used for Exploitation upon written bilateral agreement and Fair and Reasonable Conditions between LTU and the Experimenter.

Coordinator:

- DUL Radio, including the CAVI Event Bus

TST:

- TSmarT platform boards to be used as sources of data, but excluding any TSmarT source code. To be used during the period of the Experiment by any Experimenters who could be interested on it.
- OrganiCity hosting facility

ANNEX 2 “Experiment Specifics”

1. Description of the Experiment:
 - 1.1. Acronym:
 - 1.2. Experiment full title:
 - 1.3. Call ID:
 - 1.4. Proposal date:
 - 1.5. Selection date:
 - 1.6. Starting date:
 - 1.7. End date:
2. Expected Experiment Outcome:
 - 2.1. Expected impact:
 - 2.2. Expected Experiment Results:
 - 2.3. Plans for extending the experiment beyond the funding period (sustainability):
3. Experiment Implementation:
 - 3.1. Scope of work:
 - 3.2. Milestones, deliverables and tasks:
 - 3.3. Ethical and privacy statement:
4. Plan for Exploitation and dissemination of Experiment Results
5. Financial conditions
 - 5.1. Maximum amount of Financial Support:
 - 5.2. Reporting and payment schedule:
 - 5.2.1. Prefinancial period (start date - end date, up to 50%):
 - 5.2.2. Interim period (start date - end date, up to 35%):
 - 5.2.3. Final period (start date - end date, remaining 15%)
 - 5.3. Estimated budget for the Experiment:
6. Affiliated Entity pursuant to Section 1’s definition of Affiliated Entity:

OrganiCity Partners:

 - Intel Corporation (UK) Limited (Intel)
 - Alexandra Institute A/S (Alexandra)
 - Future Cities Catapult (FCC)
 - Imperial College of Science, Technology and Medicine (IC),
 - Tecnologías Servicios Telemáticos y Sistemas S.A. (TST),
 - Lulea Tekniska Universitet (LTU),
 - Computer Technology Institute & Press (CTI),
 - University of Luebeck (UZL),
 - Institute for Advanced Architecture of Catalonia (IAAC)
 - Commissariat à l’ énergie atomique et aux énergie alternatives (CEA)
 - University of Cantabria (UC)
 - Aarhus Municipality (AAR)
 - Santander Municipality (SAN)
 - University of Melbourne (UM)
7. Contact details:
 - Coordinator: Aarhus University (AU) Martin Brynskov, Helsingforsgade 14, DK-8200 Aarhus N, DK
 - Experiment Lead: [name of contact person, address, e-mail]

ANNEX 3 “Model for technical report”

- a. Explanation of the work carried out by the Experiment Group;
 - i. An overview of the progress towards the objectives of the Experiment, including any milestones and deliverables identified in Annex 2.
 - ii. Explanations justifying the differences between work expected to be carried out in accordance with Annex 2 and that actually carried out.
 - iii. Detail the exploitation and dissemination of the Experiment Results and — if required in Annex 2 — an updated “Plan for the Exploitation and dissemination of the Experiment Results”.

- b. A summary for publication by the Coordinator and/or European Commission.

- c. Answers to the ‘questionnaire’, covering issues related to the Experiment implementation and the economic and societal impact, notably in the context of the Horizon 2020 key performance indicators and the Horizon 2020 monitoring requirements.

- d. The final report must include a ‘final technical report’ with a summary for publication containing:
 - i. an overview of the Experiment Results and their Exploitation and dissemination;
 - ii. the conclusions on the Experiment, and
 - iii. the socio-economic impact of the Experiment.

Final questionnaire will be distributed by the OrganiCity team during the experimentation period.

ANNEX 4 “Model for Financial Statements”

COST AND FUNDING BREAKDOWN  

FILL OUT ALL PINK CELLS

Experiment title:
 Experiment period:
 Organisation name (if applicable):
 Experiment lead name :

	Effort table				RTD total €	Management total €	Other total €
	Day rate (€ per day)	Effort Research & technology development (RTD) (working days)	Effort Management (working days)	Effort Others (working days)			
Experiment lead					0	0	0
Team member 2					0	0	0
Team member 3					0	0	0
Team member 4					0	0	0
Team member 5					0	0	0
Team member 6					0	0	0
Team member 7					0	0	0
Team member 8					0	0	0
Team member 9					0	0	0
Team member 10					0	0	0
Total effort days/euro		0	0	0	€ -	€ -	€ -

Please fill in the pink cells and show figures in euros (not thousands of euros)

	Type of activity			TOTAL (A+B+C)
	A) Research & technology development (RTD)	B) Management	C) Other	
1) Personnel costs	0.00	0.00	0.00	€ -
2) Other direct costs	0.00	0.00	0.00	€ -
3) Subcontracting	0.00	0.00	0.00	€ -
4) Total direct cost (sum of row 1,2,3)	0.00	0.00	0.00	€ -
5) Indirect costs (25% of row 1+2)	0.00	0.00	0.00	€ -
6) Total costs (sum of row 4 and 5)	0.00	0.00	0.00	€ -
7) Total funding requested	0.00	0.00	0.00	€ -

In row 1 Your personnel costs for the work involved will be automatically filled with the 'Efforts table', differentiating between:

Research & technology development activities (RTD): Activities directly aimed at addressing a topic of the call. Each topic will deal with a set of functionalities to be supported by the OrganiCity Platform. the administrative duties performed, a portion of his/her salary may also be charged in this category.

Note that **scientific management costs** can be charged under this category, since the coordination of research and technological development activities cannot be charged under management costs.

Please note that, for this category the reporting will be based upon real expenses. Therefore full records of expenditure must be retained and provided to the European Commission (or any person/organisation acting on its behalf) upon request. However, any personnel costs claimed under this category must be supported by time-sheets. In addition, it is necessary to provide a justification of the costs in the section project management of the Periodic Report.

Other activities: Any specific activities not covered by the above mentioned types of activity – such as training, coordination, networking and dissemination (including publications). These activities should be specified in the proposal.

In row 2 insert any other direct costs, for example equipment or travel costs.

In row 3 insert subcontracting costs

In row 4 [automatic] calculate the sum of your personnel, other direct costs and subcontracting.

In row 5 [automatic] insert your indirect costs (25% overhead).

Indirect costs are all those eligible costs which cannot be identified by the participant as being directly attributed to the project but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the project. You should use a uniform 25% flat-rate of your eligible direct costs.

The price of subcontracts or goods and services usually includes a profit margin for the contractors. H2020 participants therefore have to choose such contractors on the basis of best value for money and follow the usually applicable tendering procedures. **Please note that the amount you spend on subcontracting is excluded from your calculation of indirect costs. as per factsheet on “H2020 Costs & Budgeting”**

In row 6 [automatic] calculate the sum of your direct and indirect costs.

In row 7 [automatic] insert your requested EC contribution

You may request up to 100% of the total cost figure of RTD, management and other activities. You can modify the total funding to request less than 100% of the total costs.

Note: If you are successful in the evaluation, your final costs and funding estimates will also be subject to legal and financial verification by the Commission services.

ANNEX 5 “GA Flow-Down Obligations”

ARTICLE 22 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

22.1 Checks, reviews and audits by the Commission

22.1.1 Right to carry out checks

The Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose the Commission may be assisted by external persons or bodies.

The Commission may also request additional information in accordance with Article 17. The Commission may request beneficiaries to provide such information to it directly.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

22.1.2 Right to carry out reviews

The Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports), compliance with the obligations under the Agreement and continued scientific or technological relevance of the action.

Reviews may be started **up to two years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Articles 10 to 16), the beneficiary concerned must inform the third party.

The Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The Commission may request beneficiaries to provide such information to it directly.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a **‘review report’** will be drawn up.

The Commission will formally notify the review report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations (**‘contradictory review procedure’**).

Reviews (including review reports) are in the language of the Agreement.

22.1.3 Right to carry out audits

The Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started **up to two years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Articles 10 to 16), the beneficiary concerned must inform the third party.

The Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. The Commission may request beneficiaries to provide such information to it directly.

For **on-the-spot** audits, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a '**draft audit report**' will be drawn up.

The Commission will formally notify the draft audit report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations ('**contradictory audit procedure**'). This period may be extended by the Commission in justified cases.

The '**final audit report**' will take into account observations by the coordinator or beneficiary concerned. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Agreement.

The Commission may also access the beneficiaries' statutory records for the periodical assessment of unit costs or flat-rate amounts.

22.2 Investigations by the European Anti-Fraud Office (OLAF)

Under Regulations No 883/2013¹ and No 2185/96² (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether, concerning the action funded under the Agreement, there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

¹ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).

² Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

22.3 Checks and audits by the European Court of Auditors (ECA)

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012³, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

22.4 Checks, reviews, audits and investigations for international organisations

Not applicable.

22.5 Consequences of findings in checks, reviews, audits and investigations —Extension of findings

22.5.1 Findings in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 55).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions (**'extension of findings from this grant to other grants'**).

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

22.5.2 Findings in other grants

The Commission may extend findings from other grants to this grant (**'extension of findings from other grants to this grant'**), if:

- (a) the beneficiary concerned is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — no later than two years after the payment of the balance of this grant.

The extension of findings may lead to the rejection of costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44), suspension of payments (see Article 48), suspension of the action implementation (see Article 49) or termination (see Article 50).

22.5.3 Procedure

The Commission will formally notify the beneficiary concerned the systemic or recurrent errors, together with the list of grants affected by the findings.

³ Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, EURATOM) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

22.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings;
- (b) the request to submit **revised financial statements** for all grants affected;
- (c) the **correction rate for extrapolation** established by the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the beneficiary concerned:
 - (i) considers that the submission of revised financial statements is not possible or practicable or
 - (ii) does not submit revised financial statements.

The beneficiary concerned has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the Commission in justified cases.

The Commission will determine the amounts to be rejected on the basis of the revised financial statements, subject to their approval.

If the Commission does not receive any observations or revised financial statements, does not accept the observations or the proposed alternative correction method or does not approve the revised financial statements, it will formally notify the beneficiary concerned the application of the initially notified correction rate for extrapolation.

If the Commission accepts the alternative correction method proposed by the beneficiary concerned, it will formally notify the application of the accepted alternative correction method.

22.5.3.2 If the findings concern **improper implementation** or a **breach of another obligation**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the flat-rate the Commission intends to apply according to the principle of proportionality.

The beneficiary concerned has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

If the Commission does not receive any observations or does not accept the observations or the proposed alternative flat-rate, it will formally notify the beneficiary concerned the application of the initially notified flat-rate.

If the Commission accepts the alternative flat-rate proposed by the beneficiary concerned, it will formally notify the application of the accepted alternative flat-rate.

22.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 42).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 23 — EVALUATION OF THE IMPACT OF THE ACTION

23.1 Right to evaluate the impact of the action

The Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the *EU programme*.

Evaluations may be started during implementation of the action and up to *five years* after the payment of the balance. The evaluation is considered to start on the date of the formal notification to the coordinator or beneficiaries.

The Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The coordinator or beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.

23.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the Commission may apply the measures described in Chapter 6.

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.

35.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement or participation of the beneficiary may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

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 3, 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.

This does not change the security obligations in Article 37, which still apply.

The *Commission* may disclose confidential information to its staff, other EU institutions and bodies or 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 1290/2013⁴, 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 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.

36.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 38 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

38.1 Communication activities by beneficiaries

38.1.1 General 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.

This does not change the dissemination obligations in Article 29, the confidentiality obligations in Article 36 or the security obligations in Article 37, all of which still apply.

⁴ Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)" (OJ L 347, 20.12.2013 p.81).

Before engaging in a communication activity expected to have a major media impact, the beneficiaries must inform the *Commission* (see Article 52).

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 funded by the grant must:

- (a) display the EU emblem and
- (b) include the following text:

“This project has received funding from the *European Union’s Horizon 2020 research and innovation programme* under grant agreement No 645198”.

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 that it receives from any beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.

However, if the *Commission’s* use of these materials, documents or information would risk compromising legitimate interests, the beneficiary concerned may request the *Commission* not to use it (see Article 52).

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 1049/2001⁵, 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 publicizing 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.”

38.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

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 on implementing the Agreement.

46.2 Liability of the beneficiaries

46.2.1 Conditions

Except in case of force majeure (see Article 51), 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.

Each beneficiary is responsible for paying the damages claimed from it.

46.2.2 Amount of damages - Calculation

The amount the *Commission* can claim from a beneficiary will correspond to the damage caused by that beneficiary.

⁵ 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.

46.2.3 Procedure

Before claiming damages, the *Commission* will formally notify the beneficiary concerned:

- informing it of its intention to claim damages, the amount and the reasons why and
- inviting it to submit observations within 30 days.

If the *Commission* does not receive any observations or decides to claim damages despite the observations it has received, it will formally notify **confirmation** of the claim for damages and a **debit note**, specifying the amount to be recovered, the terms and the date for payment.

If payment is not made by the date specified in the debit note, the *Commission* may **recover** the amount:

(a) by **offsetting** it — without the beneficiary's consent — against any amounts owed to the beneficiary concerned by the *Commission* or an executive agency (*from the EU or Euratom budget*).

In exceptional circumstances, to safeguard the *EU's* financial interests, the *Commission* may offset before the payment date specified in the debit note;

(b) by **taking legal action** or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) (see Article 57).

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the *Commission* receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

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