



UTTER

Unified Transcription and
UTTER Translation for Extended Reality

UTTER – Unified Transcription and
Translation for Extended Reality

Grant Agreement No. 101070631 – HE &
Grant Agreement No. 10039436 – UKRI

FSTP – Third Party Agreement

for Provision of Financial Resources from the UTTER
project to the third party

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BETWEEN:

University of Amsterdam, (“UVA”), with registered office at Spui 21, 1012 WX Amsterdam, herein duly represented by prof dr. G.T.M ten Dam, president of the board, hereafter also referred to as “the Coordinator”;

and

..... (“.....”) whose registered offices are located at, hereinafter referred to as “Third Party”;

Hereinafter all contracting parties of this Agreement jointly or individually, referred to as “Parties” or “Party”;

WHEREAS:

- A. Together with other parties, University of Amsterdam has been awarded a Grant by the European Commission (Funding Authority) no. 101070631 entitled »UTTER« (“UTTER Project”), hereinafter referred to as the “Grant Agreement”. From this Grant Agreement including its Annexes certain rights and obligations result between the Funding Authority, University of Amsterdam and the other UTTER Project consortium members (“UTTER Beneficiaries”).
- B. The Grant Agreement states that third parties will be selected and financially supported for executing pilot projects.
- C. UvA is acting on behalf of the UTTER Project. UvA will provide financial support to the Third Party according to the provisions of the Grant Agreement for the Financial Support to Third Parties.
- D. Under the Grant Agreement, the UTTER Beneficiaries are required to ensure that the UTTER Project is implemented in compliance with the provisions of the Grant Agreement; and the UTTER Beneficiaries shall comply with this in implementation of their tasks.
- E. The UTTER Beneficiaries furthermore are entering into a Consortium Agreement by which they have obligations towards each other.
- F. The Third Party shall not do anything or omit to do anything which renders UvA or the other UTTER Beneficiaries in breach of the Grant Agreement or the Consortium Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules of Participation for Horizon Europe or in the Grant Agreement or Consortium Agreement, including their respective Appendixes.

2. Subject

- 2.1 The Third Party will perform the work as defined in this Third Party Agreement, the Grant Agreement, the Call Documentation (attached to this Third Party Agreement as Appendix 2) and Third Party's Project Proposal as finally agreed with UTTER ("Project"). The Project Proposal of the Third Party is attached as Appendix 1.
- 2.2 The Third Party shall be responsible for ensuring that the work is carried out and complies with accepted technical, scientific and professional standards, is undertaken by appropriate personnel and carried out in accordance with the schedule laid down in Article 3 and the financial provisions laid down in Article 4 in the EU Annotated Grant Agreement.
- 2.3 The Third Party assumes all responsibility towards UvA and UTTER Beneficiaries for all tasks contracted to it by this Third Party Agreement and shall indemnify and hold harmless UvA and the UTTER Beneficiaries in case of breach of its obligations.
- 2.4 Additionally, the Third Party recognizes that UvA and the UTTER Beneficiaries are bound by certain obligations arising out of the Grant Agreement and the UTTER Consortium Agreement. Herewith, the Third Party agrees to comply with all obligations arising out of the Grant Agreement and the UTTER Consortium Agreement to the extent that UvA and the UTTER Beneficiaries are enabled to comply with all their obligations under those agreements.
- 2.5 The Third Party accepts the Grant Agreement (Appendix 3) and the UTTER Consortium Agreement (Appendix 4) insofar as they relate to the tasks which are contracted to it hereby. Both agreements or relevant principles from the agreements are provided as appendices 3 and 4 with the Third Party.

3. Duration

- 3.1 This Third Party Agreement shall be valid **from 02 January 2025 ("Effective Date")**.
- 3.2 The UTTER Project started on 1 October 2022 with a duration of 36 months. This Third Party Agreement will be effective from the Effective Date and will be valid as long as the Grant Agreement. Should the period of validity of the Grant Agreement be amended, this Third Party Agreement shall be deemed automatically changed accordingly.
- 3.3 The Third Party shall commence to perform their activities according to Annex 1 **on 02 January 2025** and shall have completed **it within maximum six (6) months from the Effective Date. By that date (02 July 2025)**, all results and reports shall have been delivered to the UvA.
- 3.4 The Third Party shall notify UvA in writing without undue delay if it becomes apparent that it might

be unable to keep the schedule.

- 3.5 UvA can terminate this Agreement with immediate effect through written notice to the Third Party:
- if the Third Party is in breach of any of its material obligations under this Third Party Agreement, which breach is not remediable, or, if remediable, has not been remedied within thirty (30) days after written notice to that effect from UvA;
 - if, to the extent permitted by law, the Third Party is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, or is the subject of any other similar proceeding concerning those matters; or
 - if the Third Party is subject to an event of Force Majeure (in accordance with how that term is defined in the Grant Agreement), which prevents the Third Party from correct performance of its obligations hereunder and such circumstances have lasted, or can reasonably be expected to last more than six (6) weeks.

4. Financial Provisions

4.1 The financial support allocated to the Third Party is EUR _____ and is set as a lump sum.

The financial support will be paid to the Third Party in two installments according to the Call Documentation, as follows:

1. 50 % of the amount requested after signing this Third Party Agreement;
2. 50 % after demonstrating and disseminating the results. These payments will be made only if the Project is executed accordingly and properly to the Project Proposal.

At the time a payment request is submitted, written documentation must be provided to UvA for the completion and proper implementation of the Project's corresponding deliverables and/or progress report as specified in Call Documentation and Project Proposal.

UvA is entitled to withhold any payments due to a Third Party:

- a) identified by the UTTER Beneficiaries to be in breach of its obligations under this Agreement and its Appendices; or
- b) who has not yet signed this Third Party Agreement.

4.2 UvA is entitled to recover any payments already paid to a defaulting Third Party.

4.3 UvA is equally entitled to withhold payments to a Third Party when this is suggested by or agreed with the Funding Authority or if UvA itself does not receive payment from the Funding Authority.

5. Organization and Performance of the Work

5.1 Technical and Financial Responsibility

The Third Party shall provide all personnel, facilities, equipment and materials necessary for the proper performance of this Third Party Agreement and shall assume the technical and financial responsibility for the work specified in Appendix 1. The Third Party undertakes to indemnify UvA and/or other UTTER Beneficiaries against any failure on its part to discharge its aforementioned responsibilities.

5.2 Technical and Financial Control, Verification, Audits

The Third Party undertakes to supply UvA and/or other UTTER Beneficiaries without delay with any information which the latter may request concerning the implementation of this Third Party Agreement. In particular, upon request the Third Party shall make available to UvA, the other UTTER Beneficiaries and to their auditors the technical and financial documents verifying the costs and that the work is being or has been carried out. The Third Party acknowledges and accepts the rights of the Funding Authority relating to controls and audits laid down in the Grant Agreement.

- 5.3** The Third Party undertakes to give the representatives of UvA reasonable access to the premises where the work is being carried out and to all documents concerning the work programme and/or necessary to verify the compliance with the obligations arising from this Third Party Agreement and of the Grant Agreement including its Annexes. Additionally, the Third Party acknowledges and accepts the rights of the EC, the European Anti-fraud Office (OLAF) and the Court of Auditors to exercise their powers of control on documents, information, even stored on electronic media, or on the Third Party's premises. The Third Party fully accepts the provisions of the Grant Agreement, as attached.

6. Results

6.1 Ownership of Results

Results are owned by the Party that generates them. Result(s) of the Project are specified in the Project Proposal and are to be integrated into UTTER Project.

It is envisaged that service level agreement will be signed between the Third Party and UTTER (or entity running UTTER) specifying details of future operation mode. Results of the Projects shall be made available through the UTTER Project in accordance with the Call Documentation.

6.2 Joint ownership

Where Results are generated from work carried out jointly by the Parties to this Third Party Agreement or by the Third Party and UTTER Beneficiary(ies) and it is not possible to separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the involved parties shall have joint ownership of this work. The joint owners shall, within a six (6) months period as from the date of the generation of such Results, establish a written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting, the division of related costs and exploiting such jointly owned Results on a case by case basis. However, until the time a joint ownership agreement has been

concluded and as long as such rights are in force, such Results shall be jointly owned in shares according to their share of contribution (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months or costs spent on the respective work etc.) to the Results by the joint owners concerned.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis,
and
- each of the joint owners shall be entitled to otherwise exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - a) at least 45 calendar days advance notice; and
 - b) compensation under Fair and Reasonable conditions.

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

- 6.3 The Third Party shall use all reasonable endeavors to ensure the accuracy of all information and data provided by it to UvA and/or the UTTER Beneficiaries under this Third Party Agreement, whether they are Third Party owned Results or not and whether they are protected by intellectual property rights or not, and warrants its right to disclose such information. In the event of any error or omission in the Third Party owned Results being brought to the attention of the Third Party by UvA or the other UTTER Beneficiaries, the Third Party undertakes to correct such error or rectify such omission promptly, during which time UvA shall be entitled to withhold payment of any sums due to the Third Party.

The Third Party warrants that the Results and any information provided by it under this Third Party Agreement shall not infringe the intellectual property rights of any third party, and shall indemnify UvA and the other UTTER Beneficiaries fully and effectively from any and all liabilities, costs expenses, howsoever arising from breach of this warranty.

7. Dissemination

The Third Party agrees that any dissemination activity by the Third Party (including publications, presentations etc.) other than specified in the Project Proposal is subject to the prior written approval of UvA and the other UTTER Beneficiaries.

UvA and the other UTTER Beneficiaries are entitled to include the main issues and information regarding the Third Party' work in their reporting towards the European Commission.

8. Confidentiality

- 8.1 All information in whatever form or mode of communication, which is disclosed by a Party (the

“Disclosing Party”) to any other Party (the “Recipient”) in connection with this Third Party Agreement and the tasks of the Third Party and which has been explicitly marked as “confidential” 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 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

8.2 The Recipients hereby undertake for a period of 4 years after the termination of this Third Party Agreement:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
 - not to disclose Confidential Information without the prior written consent by the Disclosing Party;
 - to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
 - to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.
- a. The Recipients shall be responsible for the fulfillment of the above obligations on the part of their employees or third parties involved in implementing the tasks and shall ensure that they remain so obliged, as far as legally possible, during and after the end of this Third Party Agreement and/or after the termination of the contractual relationship with the employee or third party.
- b. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
- i. the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
 - ii. the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
 - iii. the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
 - iv. the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
 - v. the Confidential Information, at any time, was developed by the Recipient completely

independently of any such disclosure by the Disclosing Party;

- vi. the Confidential Information was already known to the Recipient prior to disclosure, or
- vii. 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. If a Party becomes aware that it will be required, or is likely to 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 notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

- 8.3 The Recipient shall apply the same degree of care with regard to the disclosed Confidential Information as with its own confidential and/or proprietary information, but in no case less than reasonable care.
- 8.4 Each Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.
- 8.5 The same obligations on confidentiality apply to the Third Party who is receiving Confidential Information by the other UTTER Beneficiaries.

9. Reports and Deliverables

- 9.1 The Third Party agrees to submit progress reports to the UvA as specified in Call Documentation.
- 9.2 The contents and format of the various reports required will be defined by the UvA.

10. Liability

10.1 UvA's liability

The contractual liability of UvA under this Third Party Agreement shall in any case be limited to the amount of the financial support provided or to be provided to the Third Party hereunder. UvA shall not in any case be liable for any indirect or consequential damages such as:

- loss of profits, 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 other type of indirect, incidental, punitive, special or consequential loss or damage.

This limitation of liability shall not apply in cases of willful act or gross negligence.

10.2 Liability between Third Party, UvA and the other UTTER Beneficiaries

The Third Party shall fully and exclusively bear the risks in connection with the work provided by it and for which financial support is granted and forwarded by UvA. The Third Party shall indemnify UvA and the other UTTER Beneficiaries for all damages, penalties, costs and expenses which UvA or the other UTTER Beneficiaries as a result thereof would incur or have to pay to the European Commission or to any third parties with respect to the Third Party's work financially supported and/or for any damage in general which UvA or the other UTTER Beneficiaries incur as a result thereof.

In addition, should the European Commission have a right to recover against the UvA regarding the financial support granted under this Third Party Agreement, the Third Party shall pay the sums in question in the terms and the date specified by UvA.

Moreover, the Third Party shall indemnify and hold UvA and the other UTTER Beneficiaries, their respective officers, directors, employees and agents harmless from and against all repayments, loss, liability, costs, charges, claims or damages that result from or arising out of any such recovery action by the European Commission.

11. Miscellaneous

11.1 Attachments, inconsistencies and severability

In case the terms of this Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail.

Should any provision of this Agreement 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 and practicable provision be negotiated which fulfills the purpose of the original provision.

The Clauses 6, 7, 9, 10, 11 remain valid also after expiration or termination of this Third Party Agreement.

11.2 No representation, partnership or agency

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party. Furthermore, a Third Party shall not be entitled to act or to make legally binding declarations on behalf of any of the UTTER Beneficiaries. 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.

11.3 Mandatory national law

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

11.4 Language

This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

11.5 Applicable law and settlement of disputes

Any matters not covered by this document will be governed by the laws of the Netherlands.

The Parties shall endeavor to settle their disputes amicably. If the Parties mutually agree, by mediation.

Signatures

AS WITNESS:

The Parties have caused this Agreement to be duly signed by the undersigned authorized representatives.

University of Amsterdam on behalf of UTTER Project Consortium

Signature(s)
Name
Title
Date

Third Party

Signature(s)
Name
Title
Date

Appendix 1 – Project proposal of the Third Party

Appendix 2 – Call Documentation

Available at UTTER website: <https://he-utter.eu/>

Appendix 3 – UTTER Grant Agreement

The grant agreement for UTTER's project is available [here](#).

Appendix 4 – UTTER Consortium Agreement

The consortium agreement of the UTTER's project is available [here](#).