Appendix I

PROVISION OF KNOWLEDGE TRANSFER SUPPORT SERVICES BY The RIF CENTRAL KNOWLEDGE TRANSFER OFFICE - TERMS & CONDITIONS

For the provision of knowledge transfer (KT) Services by the Central Knowledge Transfer Office (CKTO) and the provision of funding through the «IP Voucher», the following Terms & Conditions will apply:

1. Beneficiaries

1.1 The Services of the Central Office of Knowledge Transfer (CKTO) will be provided in accordance with the Framework of Operations of the Central Office of Knowledge Transfer and its Annexes/Appendices. Services will be provided to qualifying applicants which have intellectual asset(s) emerging from Research, Development, and Innovation (RDI) Projects, and whose application includes any and all owners of any right in those intellectual asset(s). RIF reserves the right to request additional documentation to establish who the owners of any right in the assets are.

1.2 The categories of Beneficiaries, on the basis of which the CKTO Services and the «IP Voucher» will be granted are defined in Work Programme of RESTART Programs 2016-2020 (Research Organisations, Enterprises, Other Private Sector Organisations, Other Public and Broader Public Organisations) or Individuals with any ownership right in said assets.

1.3 The Services of the CKTO are only available to organisations and natural persons engaged in an economic activity legally established and are active in territories under the control of the Republic of Cyprus. In the event one or more foreign entities is an owner of any part of a Bundle submitted for CKTO services and thus ineligible to receive services, the foreign entities must exclusively license all their rights to a Cypriot entity who is an eligible Beneficiary and receive the services or formally opt out in in writing and provide written permission for the other Beneficiaries to receive Services.

1.4 Each Beneficiary shall appoint a duly authorized representative (natural persons), to represent them during the Initial Engagement Service.

1.5 If the owners of any right in the intellectual asset(s) changes, the RIF Director General must be immediately informed in writing through a Change of Owners or Service Delivery Plan Coordinator Form signed by all Beneficiaries. All services will be suspended upon receipt of this form until the RIF Director General or his designee, after consultation with the Coordinator, determine whether Services can continue under the existing Service Delivery Plan or an Amended Service Delivery Plan, signed by all the current owners, is required.

1.6 All Beneficiaries shall appoint a single duly authorized representative with all necessary powers as their Agent, who will be called the Coordinator for CKTO services and communications under a Service Delivery Plan, and who will be the legal representative and Project Coordinator for all the Beneficiaries during delivery of all Services under a Service Delivery Plan and the single point of contact for CKTO communications and Services under that Service Delivery Plan. The CKTO will work with the Coordinator. The relationship between this Coordinator and the Beneficiaries and the conditions under which the Coordinator can act, make decisions, or engage in other activities is a matter for the Beneficiaries in their sole discretion. The Beneficiaries may appoint a lead organization (which may be an enterprise) to act on their behalf for supervision of the Coordinator. Failure to appoint a single

Coordinator with all necessary powers for the completion of the Service Delivery Plan is grounds for termination of a Service Delivery Plan by the CKTO.

1.7 The Coordinator for CKTO Services and is, among other things, responsible for:

- monitoring the progress of service provision and representing the Consortium when receiving the services of the CKTO,
- the communication with the CKTO and the updating all other Beneficiaries on issues related to the provision of the services of the CKTO,
- informing the legal representative of all Beneficiaries and securing their approval for the matters that this requires,
- the collection and control of any documents, data and information requested by the CKTO in connection with delivery of Services under a Service Delivery Plan.

1.8 The Coordinator for a Service Delivery Plan has the legal responsibility towards the RIF for the proper management of the provision of services of the CKTO on behalf of all the Beneficiaries and is legally responsible for ensuring all organizations, enterprises, and individuals with any ownership right in the intellectual asset(s) has designated that individual as their duly authorized Agent.

1.9 The Beneficiaries are collectively legally responsible for all actions and/or actions and/or omissions of the Coordinator in accordance with their share of ownership in the intellectual asset(s) that are the focus of Services being provided.

1.10 The Beneficiaries have the right to change the Coordinator at any time. In this case the RIF must be notified immediately of this decision in writing by the submission of a Change of Owners or Service Delivery Plan Coordinator Form signed by all Beneficiaries. Upon being so informed, the CKTO will complete any service or services in progress and not begin any new Services without receiving a written authorization to proceed from the new Coordinator.

2. Provision of Services

2.1 The provision of the CKTO Services to the Beneficiaries will be carried out in accordance with the provisions of the State Aid Regulations. At the start of the provision of Services of the CKTO, the Beneficiaries will become eligible for the maximum possible support of sixteen (16) person-days under a Service Delivery Plan. The cost per person-day is €760 and the total cost for the maximum sixteen (16) person-days is €12.160 which will be allocated among the members in accordance with the percentage of ownership in the intellectual asset package. Upon recommendation of the CKTO and the approval by the RIF Director General or his designee, up to an addition fifteen (15) days of services may be provided at the cost per person day of €760 and the total maximum cost of €11.400 under an Amended Service Delivery Plan. The provision of the services, including the activation of an Amended Service Delivery Plan, will depend on the progress of each project and subject to compliance with the State Aid Regulations.

2.2 It will not be possible to provide the Services of the CKTO through experts other than those specified by the CKTO.

2.3 CKTO Services to the Beneficiaries will be completed (a) when the maximum number of man-days for the provision of the Service Delivery Plan is completed or when the maximum number of man-days for the provision of an approved Amended Service Delivery Plan is completed, or (b) all services must be

completed by 31 December 2028, whichever is later. With regard to the IP Voucher Program, all funding decisions involving state aid must be made by 31 December 2026 and the project implementation must be completed by 31 December 2029. The provision of CKTO services has been approved by the Commissioner of State Aid Control for the period 2023-2028 (Approval Number 439). For further information please view the Framework of Operations of the Central Office of Knowledge Transfer.

2.4 The Services of the CKTO are strictly advisory and provided based on the judgement of the experts of the CKTO. The Services and any deliverable are provided as is (i.e. with the format and content provided as determined by the CKTO in its sole discretion, with no further changes or improvements at the request of a recipient Project Coordinator or Beneficiary permitted. The Coordinator and all Beneficiaries may accept or reject Service content and the deliverable's findings and advice at their sole discretion and any Beneficiary terminate the engagement at any time. There is no recourse for dissatisfaction other than termination.

3. Responsibility Disclaimer

3.1 Any assessment, analysis, forecast, opinion and other information provided by CKTO or its experts in the context of the provision of Services is purely advisory in nature. Therefore, the RIF disclaims any responsibility for the results of any decisions and/or actions taken by the Beneficiaries.

3.2 Any assessment, analysis, opinion and other information provided by the CKTO or its experts in the context of the provision of Services does not negate the scientific evaluation of the proposals, the conduct of activity, or any results of RDI Projects carried out by the RIF's Scientific Evaluators or any other evaluators in the context of proposals' evaluation and projects' monitoring.

4. Acceptance of a Service Plan or «IP Voucher» by Beneficiaries

4.1 The Beneficiaries retain the exclusive right to accept or reject a Service Delivery Plan or Plan Amendment proposed by the CKTO in the context of the provision of the Initial Services Package or the Additional Services Package.

4.2 In case of non-acceptance of the Service Delivery Plan by the Beneficiaries, the Services of the Central KTO are automatically terminated.

4.3 The Beneficiaries retain the exclusive right to accept or not the funding granted through the «IP Voucher», following the recommendation of the CKTO and acceptance by the RIF Director General or his designee.

4.4 In case of a request by the Beneficiaries for an " IP Voucher ", an application should be submitted for the funding though through this particular Programme and the funding will be based on the regulations and conditions described in the Framework of Operations of the Central Office of Knowledge Transfer and its Annexes/Appendices, as well as in the Project Contract that will be signed between the Beneficiary Entities and the RIF. The projects' monitoring will be conducted according to the Work Programme of RESTART Programs 2016-2020.

4.5 In case of non-acceptance of the "IP Voucher" by the Beneficiary, the Beneficiaries may continue to receive CKTO's Services in accordance with the Framework of Operations of the Central Office of Knowledge Transfer and its Annexes/Appendices.

5. Beneficiary Responsibilities during the Provision of Services

5.1 The Beneficiaries will respond promptly and adequately to the requests for the provision of data and information deemed necessary by the CKTO and its experts for the provision of Services.

5.2 In the event that the Coordinator finds that a Beneficiary does not meet its obligations in relation to the provision of services, then it must take measures to obtain this information and immediately inform the CKTO and the RIF Director General or his designee accordingly.

5.3 The non-compliance by the Coordinator or any Beneficiary with the terms and obligations, as stated in the Framework of Operations of the Central Office of Knowledge Transfer and its Annexes/Appendices and/or as stated the relevant Work Programme of RESTART Programs 2016-2020, gives the right to the RIF to proceed with the temporary withdrawal, interruption, or termination of the provision of the Services by the CKTO.

6. Confidentiality

6.1 All data, including individual discussions as well as any accompanying documents, information and data provided by the Beneficiaries to the RIF, including to the CKTO and its experts in the context of the provision of the Services by the CKTO, will be treated confidentially.

6.2 To ensure confidentiality during the service provision process, all RIF staff, including the CKTO and its experts have signed non-disclosure agreements which cover all data, information, documents or any other information provided by a Beneficiary which has not been previously in the public domain or is disclosed into the public domain by a third party not affiliated with the RIF or its CKTO. This confidentiality includes personal data and any technical data and other information provided by Beneficiaries which is clearly marked as confidential or which, if disclosed orally, is identified as confidential in a written document (which may be an email) provided within three days of a disclosure.

6.3 Any Beneficiary may request, in writing, at any point before or during the Initial Engagement, that the CKTO (and all CKTO experts involved in Service delivery) obtain prior approval before any disclosure of any information provided by any Beneficiary or the Coordinator, regardless of whether that information would be found to be proprietary in a court of law. The Coordinator may request, in writing, at any point before or during implementation of a Service Delivery Plan, that the CKTO (and all CKTO experts involved in Service delivery) obtain prior approval before any disclosure of any information provided by any Beneficiary or the Coordinator, regardless of whether that information would be found to be proprietary in a court of law.

7. Privacy Policy and Personal Data Management

7.1 RIF reserves the right to request - either directly or through its CKTO and its experts the submission of data that may include personal data.

7.2 The collection and processing of personal data by RIF and its CKTO experts complies with RIF's Policy for Protection of Personal Data, which is available at RIF's website.

7.3 Beneficiaries are aware of the RIF's Policy for Protection of Personal Data before any disclosure of personal data to the RIF.

8. Intellectual Property Rights

8.1 All intellectual property rights remain with the Beneficiaries, who are solely responsible for decisions concerning them and for maintain said rights.

8.2 The allocation of intellectual property rights between the Beneficiaries and between any Beneficiaries and any third party is a matter for the Beneficiaries, who are solely responsible for decisions or transactions concerning them.

9. Disclosure of Beneficiaries/Transparency

9.1 For transparency purposes, the RIF will publish the names of the Beneficiaries receiving services from the CKTO, through channels including, inter alia, the RIF's website.

9.2 Any publication will not jeopardize any confidentiality issues and will be made in accordance with RIF's Policy for Protection of Personal Data.

10. Resolution of Disputes Between Beneficiaries

10.1 The resolution of any disputes which arise between the Beneficiaries during the provision of the Services by the CKTO and involving said services, is the sole responsibility of the Beneficiaries involved in the dispute.

10.2 In the event that any differences between the Beneficiaries prevent the smooth provision of the Services of the CKTO, the RIF may decide to suspend the provision of Services, for a period that will not exceed three (3) months.

10.3 In the event that said disputes are not resolved within the three (3) month time period, the provision of CKTO services will be automatically terminated. It is noted that the KT services to the Beneficiaries should be completed by 31 December 31 2028 and therefore in the event that no resolution is reached in sufficient time to permit the completion of a Service by that date, the services will be automatically terminated.

11. Termination of Services

11.1 The non-compliance with the terms of the Framework of Operations of the Central Office of Knowledge Transfer and its Annexes/Appendices and the relevant Work Document of RESTART Programs 2016-2020 by any Beneficiary, any legal representative, or any agent, including the Project Coordinator, the RIF may terminate the provision of the services of the CKTO in its sole discretion.

11.2 RIF also reserves the right to terminate the services if:

- During the provision of Services, it is established that any Beneficiary is under bankruptcy, liquidation, cessation of activities, compulsory administration, or bankruptcy settlement, or any similar situation resulting from a similar procedure provided for by national legislative or regulatory acts.
- Existing differences between the Beneficiaries prevent the smooth provision of CKTO Services for a period longer than three (3) months, as defined in Article 10.3 of this Appendix.

11.3 The provision of the Services may be suspended:

11.4 Following a written request by any Beneficiary or the Project Coordinator at any time. If the party requesting termination formally withdraws from receiving services and permits the other

Beneficiaries to continue receiving services within three (3) months, Services shall resume upon receipt of the withdrawal and permission to continue providing Services to other Beneficiaries

11.5 The RIF will suspend all Service delivery upon written notification to RIF by a party with an asserted ownership right (regardless of how small or limited) in the intellectual asset(s) which are the focus of service delivery that that party was not listed among the owners. RIF will inform all Beneficiaries of the assertion and require them to provide proof of clear title to any and all rights. It will also ask the party alleging it was excluded to provide proof of the alleged right(s). If RIF is unable to make a clear determination based on these submissions, all Services will be suspended until the Beneficiaries and the party alleging exclusion have a determination as to ownership issued by a court of law. If the court rules in favour of the excluded party, Services will be terminated.

12. Other Obligations of the Beneficiaries

12.1 Beneficiaries, their legal representatives, and their agent(s) (including a Coordinator) must comply with national and EU legislation and policies on environmental protection, sustainable development, state aid, competition, equal opportunities between men and women, non-discrimination, protection of personal data, bioethics, scientific research on wild birds and quarry/game and scientific experiments on animals as well as the National Policy of the Republic of Cyprus on Open Science Practices, as approved by the Council of Ministers on May 27, 2022.

12.2 All Beneficiaries should comply with the obligations according to the relevant national and EU regulations of the Recovery and Resilience Facility as specified in the relevant Guides, Guidelines and Circulars of the Managing and Certifying Authority or Authorities.

12.3 All Beneficiaries should comply with the regulations and obligations for publicity as specified in the relevant Guide for Conducting Publicity and Communication Activities of the Managing Authority of the Recovery and Resilience Facility.

12.4 Beneficiaries, their legal representatives, and their agent(s) must take all reasonable measures to avoid any double funding of the KT activities provided by the CKTO with other EU or national funds.

12.5 Beneficiaries, their legal representatives, and their agent(s) must comply with the obligations arising from the principle of "doing no significant harm" in accordance with Regulation (EU) 2021/241 establishing the Recovery and Resilience Mechanism. This condition ensures that no measure supports or carries out activities or actions that cause significant harm to any of the six environmental objectives, within the meaning of Article 17 of Regulation (EU) 2020/852 establishing a framework to facilitate sustainable investments (Classification Regulation).

12.6 All Beneficiaries must affirm that they have submitted their beneficial ownership data to the Official Registries of the Republic of Cyprus, as per «The prevention and suppression of money laundering and terrorist financing Law of 2007 (188(I)/2007)».

13. Force Majeure

13.1 The Parties shall be released from their respective obligations arising under the Framework of Operations of the Central Office of Knowledge Transfer and its Annexes/Appendices and any Service Delivery Plan in the event of force majeure, war, national emergency, act of terrorism, fire,

flood, storm or any other cause beyond their reasonable control of any Party which makes the provision of a Service by the CKTO impossible.

14. Compatibility with Current Legislation and Other Requirements

14.1 All Beneficiaries must submit, before the start of CKTO Services, all the necessary relevant Declarations, Certificates and/or other documents that will be requested by the RIF in accordance with the requirements of competent state authorities or decisions of the Council of Ministers.

14.2 The Private Law Entities who are Beneficiaries must not:

- be subject to bankruptcy, liquidation, cessation of activities, forced administration, or bankruptcy arrangement, or any similar situation resulting from a similar procedure provided for by national legislative or regulatory acts,
- have against them proceedings for declaration of bankruptcy, liquidation, compulsory administration, bankruptcy settlement, or similar proceedings provided for by national legislative or regulatory acts, and
- have been convicted by a decision of a Cypriot and/or foreign court and/or any Cypriot and/or foreign supervisory and/or regulatory authority for an offense involving moral turpitude and/or for participation in a criminal organization, and/or for an offense related to the professional conduct them.
- be included in the category of 'Undertaking in Difficulty' as defined in Article 2 of Regulation (EC) 651/2014 on State Aid[i].
- have failed to submit valid certificates (Social Insurance, Income Tax and VAT) on the IRIS Portal or submit to the RIF a valid Declaration of Non-Debts to State Authorities prior to acceptance of each Service Delivery Plan or Amended Service Delivery Plan.

14.3 The RIF reserves the right to terminate the provision of services to the Consortium or specific member/s of the Consortium, in the event that during the service provision stage it is established that there is no compliance with the current legislation and/or requirements of competent authorities.

[i] REGULATION (EU) no .651/2014 OF THE COMMISSION

COMMISSION REGULATION (EU) 2023/1315 of 23 June 2023 amending Regulation (EU) No 651/2014 (https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32023R1315