

Tools4LEAs |

A project of the European Anti-Cybercrime Technology
Development Association (EACTDA)



D6.1 – Report on the Legal, financial, and
administrative aspects of the support &
maintenance



Co-funded by
the European Union

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0.1	05/01/2024	Juan Arraiza (EACTDA)	TOC and initial text
0.2	25/04/2024	Juan Arraiza (EACTDA)	First version for all sections completed. Requested contributions from EACTDA members and key stakeholders.
0.3	26/04/2024	Amaya Iglesias (EACTDA) Eva Skruba (EACTDA)	Annexes 1 and 2
1.0	30/04/2024	Juan Arraiza (EACTDA)	Final version, ready to be submitted

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1. Introduction

1.1. Overview of the Tools4LEAs project

EACTDA is the acronym of the European Anti-Cybercrime Technology Development Association, which is a private non-profit association, established in San Sebastian, Spain. The members of the Association include European Union (EU) public entities fighting cybercrime, universities and research technology organisations, for-profit private companies, and other relevant actors in the field of the EU security research and innovation.

The Tools4LEAs projects are a series of projects that receive a Direct Award under the ISFP programme, and which main goal is to facilitate and promote the uptake of innovative technologies by EU public entities fighting cybercrime. EACTDA, via the Tools4LEAs projects, aims at further developing pre-existing assets, mainly from EU-funded security research and development projects, so that they are offered with no license cost and with access to the source code to EU public entities fighting cybercrime.

In the first Tools4LEAs project (v1; Jul'21 to Jun'23), the focus was on designing and setting up the infrastructures, processes, and governance / decision-making mechanisms, whilst delivering the first set of “fully-tested and operational-ready” tools via Europol’s Tool Repository. Though 11 tools were further developed in the v1 project, it is expected that 3 of them will not be released to their targeted audience as they do not pass the pre-established quality threshold of “operational-ready”. Also, an End-User Advisory Board (EUAB) composed as of Jul'23 by 23 members from 14 EU member states and co-chaired by two Europol units (EC3 and Innovation Lab) was established and it is the body responsible for identifying and prioritising end-user needs and which has veto right over the decisions done by EACTDA/Tools4LEAs with regard to the tool development roadmap.

In the second Tools4LEAs project (v2; Jul'23 to Jun'25), it is proposed to double the number of tools delivered. Also, the repository of tools implemented in v1, and currently used to host the results of the Tools4LEAs projects, will be enhanced and reused to host the results of EU-funded security research projects (when relevant in the field of cybercrime). EACTDA will play the role of custodian of these results, and the technical, IPR, and administrative aspects needed to create this new repository of security research results will be put in place. In addition, the v2 project will include a pilot to proof the concept of initial and limited support&maintenance periods for a selection of tools. Besides, a pilot of the concept of EACTDA national nodes will be included, with nodes planned in LT, FR, ES, and maybe one or two more. Also, a platform for end-users to evaluate online tools will be implemented. Finally, the v2 project will include activities to further build the community of Tools4LEAs stakeholders and to promote the creation and/or adoption of technical blueprints, and in general, of commonly accepted best practices.

1.2. Main objective of this document

This document presents how legal, financial, and administrative aspects of the support & maintenance pilot of the Tools4LEAs-v2 project are going to be managed. Besides, this report also presents the work that has been done up until April 2024. The annexes of the report include the templates of the different artifacts that will be used within the pilot to manage the different processes and agreements.

1.3. Relation to other deliverables

This deliverable is closely related to the following deliverables:

- D4.2 - Design of the legal, financial, and administrative aspects (of the security research and innovation results repository). This deliverable (D6.1) will serve as an input for deliverable D4.2, which is due 5 months later. The knowledge and part of the artifacts produced for and reported in this deliverable D6.1 will be an input for the work related to similar matters within WP4, which will be reported in D4.2.

1.4. Structure of the deliverable

Section 2 presents an overview of the support & maintenance pilot, including the purpose of the pilot, the definitions of the most important terms and concepts, the high-level description of the scope of the pilot, the duration of the pilot, the resources that are necessary to conduct the pilot, and the work plan.

Section 3 focuses on the legal aspects related to the pilot, with special focus on the software licensing matters, on the support & maintenance agreement (to be signed between the “early adopter” organisation and EACTDA), and on the Service Level Agreement (SLA).

Section 4 presents the financial aspects, whilst section 5 presents the administrative aspects that relate to the pilot.

Section 6 reports on the activities conducted until April 2024.

And, finally, section 7 summarises which is the goal and key aspects of this document, it acknowledges that there is still work to be done to improve the document, and it presents some of the areas of future work that have already been identified.

2. Overview of the support & maintenance pilot

2.1. Purpose

EACTDA and the Tools4LEAs series of projects aim at facilitating the uptake of innovative solutions by its targeted end-users (EU public entities fighting cybercrime).

The main focus of the Tools4LEAs-v1 project (Jul’21 – Jun’23) was to establish the foundations and start delivering to its targeted audience fully-tested and operational ready software products or solutions, with no cost and with access to the source code.

However, no matter how good the delivered solution is, it will sooner or later be outdated or require corrective maintenance. Also, depending on the complexity of the installation and usage of the solution, the targeted audience might require or at least highly benefit of extra support.

Therefore, as an additional step toward facilitating the uptake of the software products delivered within the series of Tools4LEAs projects, it was decided to include a support & maintenance pilot in the Tools4LEAs-v2 project (Jul’23 – Jun’25).

2.2. Definitions

In the context of this support & maintenance pilot, the following definitions apply to the terms and concepts listed below:

Term / Concept	Definition
Adaptive maintenance	<i>(Source: IEEE)</i> Software maintenance performed to make a computer program usable in a changed environment. <i>(see also: corrective maintenance, perfective maintenance)</i>
Anomaly	<i>(source: IEEE)</i> Anything observed in the documentation or operation of software that deviates from expectations based on previously verified software products or reference documents <i>(see: Bug, Defect, Error, Fault)</i>
Bug	A fault in a program which causes the program to perform in an unintended or unanticipated manner <i>(see also: Anomaly, Defect, Error, Exception, Fault)</i>
Corrective maintenance	<i>(Source: IEEE)</i> Maintenance performed to correct faults in software. <i>(see also: adaptive maintenance, perfective maintenance)</i>
Defect	<i>(see: Bug)</i>
Documentation (software)	<i>(source: NIST)</i> Technical data or information, including computer listings and printouts, in human readable form, that describe or specify the design or details, explain the capabilities, or provide operating instructions for using the software to obtain desired results from a software system. See: specification; specification, requirements; specification, design; software design description; test plan, test report, user's guide.
Early Adopter (organisation)	In the context of this document, an “early adopter” organisation is a public entity from a European Union or Schengen country that fights cybercrime that decides to participate in the support&maintenance pilot of the Tools4LEAs-v2 project.

Error	<i>(source: ISO)</i> A discrepancy between a computed, observed, or measured value or condition and the true, specified, or theoretically correct value or condition. <i>(see also: Anomaly, Bug, Defect, Exception Fault)</i>
Exception	<i>(Source: IEEE)</i> An event that causes suspension of normal program execution. <i>(see also: Anomaly, Bug, Defect, Error, Fault)</i>
Fault	An incorrect step, process, or data definition in a computer program which causes the program to perform in an unintended or unanticipated manner. <i>(see also: Anomaly, Bug, Defect, Exception, Error)</i>
Maintenance (software)	Activities such as adjusting, cleaning, modifying, overhauling equipment to assure performance in accordance with requirements. Maintenance to a software system includes correcting software errors, adapting software to a new environment, or making enhancements to software. <i>(see: adaptive maintenance, corrective maintenance, perfective maintenance)</i>
Perfective maintenance	<i>(Source: IEEE)</i> Software maintenance performed to improve the performance, maintainability, or other attributes of a computer program. <i>(see also: adaptative maintenance, corrective maintenance, maintenance)</i>
Service provider	The service provider is the organization providing the service to the user(s) as per the scope and conditions agreed between them, best if specified in a service level agreement.
Service level agreement (SLA)	A service-level agreement is an agreement that sets the expectations between the service provider and the customer. The SLA has to specify the type of service to be provided and additional things such as quality reliability, availability, responsiveness, responsibilities, the point of contact(s) for end-user problems, monitoring and reporting, and repercussions for the service provider not meeting its commitment.
Software Product	A software product comprises the software compute program, its documentation, and all other artifacts delivered by the software provider.
Software Provider	The business that produces and brings the Software Product to the market.
Support	Services provided to assist the users by providing them with answers to the problems they may face when installing and/or using the software product.
Technology/Service provider (organisation)	In the context of this document, technology/service provider organisation is an EACTDA member that has originally developed one of the Tools4LEAs tools that are being adopted by “early adopter” organisations and that is going to sign a collaboration agreement with EACTDA in order to take part in the pilot by providing support & maintenance services to the “early adopter” organisations.
User (software)	Any person, organization, or functional unit that installs and/or uses the Software Product.

2.3. Scope

The exact scope of the support & maintenance work to be done in each of the agreements reached between EACTDA and the “early adopter” organisations will be discussed and agreed between the parties. Below we present the types of services that are considered viable.

2.3.1. Support

The type of support services covered in the Tools4LEAs-v2 support & maintenance pilot include:

- *Training* – this service might be requested by the early adopter users in relation to the installation and use of the tool(s) covered by this Agreement.
- *Helpdesk* – the first point of contact for early adopter users regarding this Agreement. When appropriate, the helpdesk service will deviate the request to a technical support team member who will provide troubleshooting services.
- *Troubleshooting* – analysis and resolution of problems found by the early adopter users.

2.3.2. Maintenance

The type of maintenance services covered in the Tools4LEAs-v2 support & maintenance pilot include:

- *Adaptive maintenance* – this is, modification of a software product performed after delivery to keep a software product usable in a changed or changing environment.
- *Corrective maintenance* – this is, the maintenance work performed to identify, isolate, and rectify a fault so that the failed or system can be restored to an operational condition within the tolerances or limits established for in-service operations.
- *Perfective maintenance* – this is, the work conducted to improve the software product by refining its functionality, enhancing its performance, and making it more user-friendly.

2.4. Duration

The duration of the Tools4LEAs-v2 support & maintenance pilot goes from July 2023 to June 2025. Within that timeframe, EACTDA can sign an agreement with “early-adopter” organisation(s) which will benefit from the free of cost support & maintenance service to the tool(s) they decide to adopt.

The start date therefore can vary depending on when the agreement is reached, and which start date is decided. The end-date of the agreement however cannot be any later than June 30th, 2025.

2.5. Resources

The support & maintenance services will be provided to the “early-adopter” organisation by EACTDA, directly by its employees or by employees seconded to EACTDA by its members, who will in most cases be from the technology provider that originally developed the tool(s) being adopted.

2.6. Work plan

The high-level work plan of the support & maintenance pilot is presented figure below.

	Jul'23	Aug'23	Sep'23	Oct'23	Nov'23	Dec'23	Jan'24	Feb'24	Mar'24	Apr'24	May'24	Jun'24	Jul'24	Aug'24	Sep'24	Oct'24	Nov'24	Dec'24	Jan'25	Feb'25	Mar'25	Apr'25	May'25	Jun'25	
	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	
WP6 Initial budget and time limited support&maintenance period PILOT																									
6.1 Design of the legal, financial, and administrative aspects																									
6.2 Selection of the tools and agreements with "early adopter" end-users																									
6.3 Execution of the pilot and final report																									

3. Legal aspects

The most remarkable legal artifacts in relation to the support and maintenance pilot of the Tools4LEAs-v2 project are:

- Software licensing agreement
- Support and maintenance agreement with the “early adopter” organisations
- Collaboration agreement with the technology/service provider (EACTDA member)

In the sections below we elaborate on each of them.

There is an important element that is common to both the “Support and maintenance agreements with early adopter organisations” and to the “Collaboration agreements with technology providers”. This common element is the service-level agreement (SLA).

A SLA is an agreement between a service provider and the customer that receives the service. SLAs define and establish an agreement between the parties about particular aspects of the service, such as the quality of the service, the availability, the responsibilities, etc.

In this support&maintenance pilot, a multi-tier service will be provided, so that EACTDA will prepare and offer Tier 1, whilst the technology/service provider (seconded to EACTDA) will offer Tiers 2-4 (see figure below for definition of what each Tier number refers to).

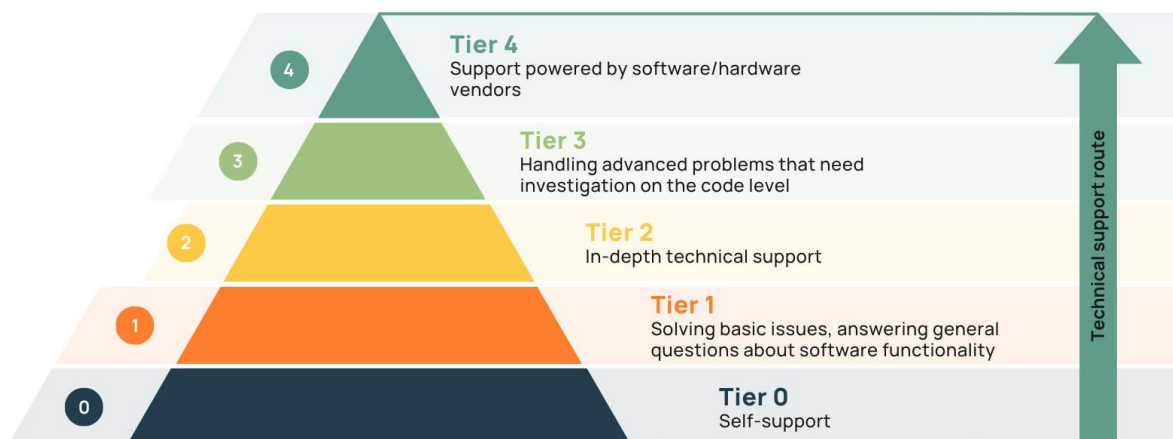


Figure 1 - multi-tier support model (source: <https://www.helpwire.app/blog/it-support-tiers/>)

The concept of SLA and the specific details of how the multi-tier approach has been implemented in this pilot can be found in annexes 1 and 2 of this document.

3.1. Software licensing agreement

EACTDA’s licensing-out licence template will be used for the support & maintenance pilot. The “Early adopter” organisations and EACTDA will use this template, customise it if/as needed, and sign it. EACTDA’s latest version of the licensing-out licence template can be found at:

<https://eactda.eu/licenses.html>

3.2. Support & maintenance agreement

The support&maintenance agreement template that has been developed can be found in ANNEX I.

3.3. Collaboration agreement with the technology/service provider

The support&maintenance agreement template that has been developed can be found in ANNEX II.

4. Financial aspects

4.1. Budget available

The project has a total budget of 100,000 Euro allocated for the support & maintenance pilot. The budget of the project includes five contracts with “early adopter” end-user organisations, with a maximum amount of 20,000 Euro per contract. Therefore, vouchers of 20,000 Euro will be given to the “early adopter” organisations that decide to join the pilot.

If an “early adopter” end-user organisation chooses to include more than one tool in their support&maintenance pilot, the amount of Euro of the voucher will be distributed among the number of tools included.

Should there be less than 5 “early adopter” organisations participating in the support&maintenance pilot, the amount of Euro of the voucher each of the organisations will receive will be increased proportionally.

5. Administrative aspects

5.1. Contract management

Contract management relates to the work that has to be conducted within the support & maintenance pilot that affects the contracts and agreements to be made with “early adopter” organisations as well as with “technology/service” provider organisations.

This work includes negotiating the terms and conditions in contracts and agreements, ensuring compliance with the terms and conditions, as well as documenting and agreeing on any changes or amendments that may arise during its implementation or execution.

In the scope of this support & maintenance pilot, the artifacts that relate to contract management are:

- *Software licences* (more information about the EACTDA license scheme templates at: <https://eactda.eu/licenses.html>)
- *Support & maintenance agreements* (collaboration agreements with the “early adopter” organisations) (see ANNEX I)
- *Collaboration agreements with the technology/service providers* of the tools chosen by the “early adopter” organisations as part of their support&maintenance pilot (see ANNEX II).
- *Feedback forms*; from the “early adopters” about their experience using the tool(s) that they have adopted as part of this pilot. A template on how to provide feedback is included as an annex in the Support&Maintenance agreement template (see ANNEX I).

6. Report of activities as of April 2024

As of April 2024, the most remarkable activities undertaken have been the following ones:

- Raising awareness of the support&maintenance pilot among end-user organisations (candidates to become “early adopter” organisations) and among the technology providers of the tools being offered in this support&maintenance pilot.
- Design of the legal, financial, and administrative framework to support this pilot (reported in this document) and preparation of the corresponding artifacts.

As of the end-of April 2024, two end-user organisations have already confirmed their intention to take part in the pilot and tow more have expressed interest but not confirmed yet.

7. Summary

7.1. Conclusion

This document reports on the status of the support&maintenance pilot that is included in the Tools4LEAs-v2 project. More specifically, the legal, financial, and administrative aspects of the pilot are presented.

7.2. Evaluation

The progress made so far in the project in relation to the support&maintenance pilot is sufficient to proceed with pilot as planned.

7.3. Future work

During the rest of the pilot it is expected that more end-user “early adopter” organisations will join the pilot. As per the design of the pilot, some changes might be required, but as improvements to what is already considered to be sufficient to start executing the pilot.

ANNEX I – Support & maintenance agreement with the “early
adopter” organisations (TEMPLATE)

Below we present the support & maintenance agreement template as of April 2024 that is intended to be used in the pilot.

Support & Maintenance pilot

Early Adopters

Collaboration Agreement

Version:	1.0	
Delivery date:	Apr 2024	
Dissemination level:	CONFIDENTIAL (only for members of the consortium; including the Commission services)	
Status	FINAL	
Nature:	TEMPLATE	
Main author(s):	Amaya Iglesias & Juan Arraiza	EACTDA
Contributor(s):	Eva Skruba	EACTDA

DOCUMENT CONTROL

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0.1	22/04/2024	Amaya Iglesias & Juan Arraiza (EACTDA)	TOC and initial text. First version for all sections completed.
1.0	29/04/2024	Amaya Iglesias, Eva Škruba (EACTDA)	Templates added. Final version

Tools4LEAs Support & Maintenance pilot

Collaboration Agreement

with Early Adopters

REF #: [*** UNIQUE ID TO BE PROVIDED BY EACTDA SECRETARIAT ***]

This agreement is made the _____ day of _____ 202_ (the “Effective Date”)

BY AND BETWEEN

THE EUROPEAN ANTI-CYBERCRIME TECHNOLOGY DEVELOPMENT ASSOCIATION, a non-profit organisation registered at Registro General de Asociaciones del País Vasco¹ (registration number AS/G/23156/2020), having its principal place of business at Paseo Mikeletegi 57, 20009, Donostia/San Sebastian (Gipuzkoa), Spain represented by Juan Arraiza Irujo, Business Manager, hereinafter referred to as “EACTDA”

AND

[*** NAME OF THE EARLY ADOPTER PARTICIPATING IN THIS COLLABORATION ***], [*** TYPE OF ORGANISATION (E.G., COMPANY, UNIVERSITY, RTO) AND REGISTRATION NUMBER ***], having its principal place of business at [***ADDRESS***], represented by [*** NAME OF THE LEGAL REPRESENTATIVE ***], [*** POSITION OF THE LEGAL REPRESENTATIVE ***], hereinafter referred to as the “Partner”

EACTDA and the Partner, collectively referred to as “the Parties” and individually as a “Party”.

Both Parties mutually recognise the necessary legal capacity to enter into this collaboration agreement (hereinafter, the “Agreement”), in the representation in which they intervene, and in accordance with the powers vested in them, and to this effect,

¹ <https://www.euskadi.eus/registro-asociaciones-pais-vasco/web01-tramite/es/>

WHEREAS

- I. The Tools4LEAs project focuses on delivering fully tested and validated software tools/solutions to European public security entities to help them fight cybercrime. The project is funded by the European Commission under the Internal Security Fund Police (ISFP) programme (Grant Agreement: 101136295). EACTDA is the sole beneficiary of the Tools4LEAs project.
- II. In the scope of the Tools4LEAs project, European Union Public Entities fighting cybercrime (hereinafter, “Early Adopters”) can become early adopters of those tools developed under the project. The tools that are adopted will be supported and maintained from EACTDA, considering the feedback provided by the early adopter(s) and for the duration of the Agreement.

The Parties agree to enter into this Agreement, governed by the following

CLAUSES**PURPOSE OF THE AGREEMENT**

- 1.1 The purpose of this Agreement is to define the organisation of the collaboration by regulating the rights and obligations of EACTDA and the Partner under the scope of the Support & Maintenance pilot of the Tools4LEAs-v2 project, which objective is to provide support & maintenance services by EACTDA to the Partner for free in exchange for feedback that the Partner will have to provide to EACTDA after having deployed and used in operational environments one or more of the Tools4LEAs tools.
- 1.2 ANNEX 1 includes the details of the Service Level Agreement (SLA) that relate to this Agreement.
- 1.3 ANNEX 2 includes the details about how the Partner will have to provide the feedback to EACTDA.

ENTRY INTO FORCE, DURATION, AND TERMINATION

2.1 This Agreement shall have effect from the Effective Date and shall be in force until 30/06/2025, end date of the Tools4LEAsv2 project.

2.2 This Agreement may be earlier terminated:

- (i) by mutual agreement of the Parties; or
- (ii) in the event of breach of a material obligation by a Party, always provided that the breaching Party does not remedy such breach within a 30-day term, in which case damages may be claimed and recovered from the breaching Party;

FUNDING CONDITIONS

3.1 The early adopter organisation will not receive any direct funding in relation to this project.

OBLIGATIONS OF THE EARLY ADOPTER ORGANISATION

4.1 The early adopter organisation is obliged to use the tool in operational environment and to provide feedback to EACTDA Secretariat with the provided Template (see ANNEX 2).

4.2 All communications between the early adopter organisation and the service provider(s) have to include EACTDA personnel in copy.

4.3 The early adopter organisation must sign the licensing-out license of the tool(s) that is going to use.

RIGHTS OF THE EARLY ADOPTER ORGANISATION

5.1 The early adopter organisation has the right to get access to the tool with no license cost and with access to the source code (as per the licensing-out license).

5.2 The early adopter organisation has right to receive free-of-charge support and maintenance work under the following conditions presented in ANNEX 1.

COMPLIANCE WITH Tools4LEAs' POLICIES AND GUIDELINES

6.1 Compliance with the policies, guidelines, and best practices established in the Tools4LEAs project will be mandatory. These policies, guidelines, and best practices are detailed in the Tools4LEAs project deliverables.

CONFIDENTIALITY AND DISSEMINATION

7.1 In the context of this Agreement, “**Confidential Information**” means all non-public technical and non-technical information, including without limitation, techniques, sketches, drawings, models, Intellectual Property, apparatus, equipment, algorithms, software programs and software source code documents, related to the current, future and proposed products and services, that is disclosed by a Party to the other Party, whether orally, visually, or in writing, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. The Parties shall not disclose any confidential information to third parties and shall be entitled to disclose it only to their personnel, staff, agents and lawyers, on a need-to-know basis and only for the purpose of this Agreement. Before disclosing any confidential information, the Parties shall make sure that proper confidentiality agreements are entered into with said third parties.

7.2 The Parties undertake to safeguard the Confidential Information from disclosure and unauthorized use by means of the implementation of protection measures and by applying at least the same degree of care and diligence it uses to protect their own confidential information, but no less than a reasonable degree of care. The Parties shall remain liable for the compliance of the terms and conditions of this clause by its employees.

7.3 Each of the parties is obliged to return to the other party the documents containing confidential information that may have been provided to them, as well as copies of the same, and/or to definitively erase or destroy all confidential information or any part of the same kept in electronic files, as well as making sure any third parties do the same if, where applicable, they have received confidential information.

7.4 While the Agreement is in force and for a period of 10 years after its termination, all proposed publications, including but not limited to scientific publications and non-confidential presentations, shall be submitted in writing to the other Party for review, for the purposes of identifying any patentable subject matter or any inadvertent disclosure of Confidential Information, at least thirty (30) calendar days before the submission for publication or before presentation, as the case may be. The reviewing Party is entitled to request the deletion from the publication of any unpublished Background or Results, or Confidential information of the reviewing Party. Any delay imposed on publication shall not last longer than is reasonably necessary for the reviewing Party to file any required protection and shall not exceed sixty (60) calendar days from the date of receipt of the proposed publication by the reviewing Party. Notification of the requirement for delay in publication must be received by the publishing Party within thirty (30) days after receipt of the proposed publication by the reviewing Party, failing which the publishing Party shall be free to assume that the reviewing Party has no Confidential Information, including Results or Background, to be removed from the publication. In any case, a Party shall not include in any dissemination activity another Party's Confidential Information, Results or Background without obtaining the owning Party's prior written approval, unless they are already lawfully published.

7.5 The restrictions above mentioned on dissemination and use will not apply to information that is already in the public domain or enters the public domain by means other than any breach of this Agreement, or has to be disclosed under a legal order or rule, in which case the ordered Party must immediately inform the other Party, whenever legally possible, so it may take any action that is considered necessary to secure the confidentiality of the information. In any event, the ordered Party shall restrict the scope of such disclosure to the absolute minimum necessary to comply with its legal obligation.

7.6 The confidentiality provisions of this clause shall survive the termination of this Agreement with no time limitation, for as long as the Confidential Information keeps being confidential.

DISPUTE RESOLUTION AND APPLICABLE LAW

8.1 All disputes directly arising under this Agreement, which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Donostia / San Sebastián (Spain). Such court shall have jurisdiction in the event of a counterclaim filed by the defendant in the proceedings.

8.2 This Agreement is governed by the laws of Spain.

MISCELLANEOUS

- 9.1 This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.
- 9.2 This Agreement expresses the complete understanding of the Parties with respect to the matters contemplated herein, and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment and signature of the Parties.
- 9.3 If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best affect the intent of the Parties.
- 9.4 The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.
- 9.5 No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.
- 9.6 The Parties acknowledge to hold a meeting (between both teams) during the first month of project execution, where all the Business Requirements, that form part of this Collaboration Agreement, are going to be defined more in details.

PRINCIPAL CONTACTS

10.1 The principal contact people for the management and successful implementation of this Agreement are:

FOR EACTDA

FOR **[*** EACTDA MEMBER ***]**

 Name: **[*** NAME ***]**
 Position: **[*** POSITION ***]**
 Email: **[*** EMAIL ***]**
 Telephone: **[*** TELEPHONE ***]**

 Name: **[*** NAME ***]**
 Position: **[*** POSITION ***]**
 Email: **[*** EMAIL ***]**
 Telephone: **[*** TELEPHONE ***]**

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the Effective Date.

FOR EACTDA

FOR **[*** EACTDA MEMBER ***]**

Name: [*** NAME ***]
Title: [*** TITLE ***]
Date: [*** DD/MM/YYYY***]
Stamp of the institution:

Name: [*** NAME ***]
Title: [*** TITLE ***]
Date: [*** DD/MM/YYYY***]
Stamp of the institution:



ANNEX 1 - Service Level Agreement

1. Tools4LEAs tools covered by this Agreement

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between EACTDA (the “Service Provider”) and the Partner (the “Early Adopter”) for the provisioning of support and maintenance services (the “Service” or “Services”) for the following Tools4LEAs tool(s):

- XXXXXXXX
- XXXXX
- ...

2. Duration of this Agreement

This Agreement is valid from the Effective Date outlined herein and is valid until the end of Tools4LEAs v2, which is defined as 30/06/2025.

3. Services provided

The provision of support and maintenance services by EACTDA to the Partner under the scope of this Agreement are:

- *Training* – this service might be requested by the early adopter users in relation to the installation and use of the tool(s) covered by this Agreement.
- *Helpdesk* – the first point of contact for early adopter users regarding this Agreement. When appropriate, the helpdesk service will deviate the request to a technical support team member who will provide troubleshooting services.
- *Troubleshooting* – analysis and resolution of problems found by the early adopter users.
- *Adaptive maintenance* – this is, modification of a software product performed after delivery to keep a software product usable in a changed or changing environment.
- *Corrective maintenance* – this is, the maintenance work performed to identify, isolate, and rectify a fault so that the failed or system can be restored to an operational condition within the tolerances or limits established for in-service operations.
- *Perfective maintenance* – this is, the work conducted to improve the software product by refining its functionality, enhancing its performance, and making it more user-friendly.

Note that by default, all services will be provided remotely. However, if considered necessary, EACTDA will consider providing the service in-person.

Any other type of support and maintenance service not explicitly included in this Agreement will have to be discussed and agreed in written between the Parties before it can be included under the scope of this Agreement.

4. Service availability

EACTDA will provide the services during labour days as per its working calendar and during working hours as per its business hours policy (from 8:30 am to 16:30 CET from Monday to Thursday and from 8:30 to 14:30 CET on Fridays and during the summer period).

5. Priority and First Response Time

When requesting support from EACTDA, the Partner will have to communicate it in written by email to capabilitymanager@eactda.eu or other previously agreed communication channel, indicating the priority to be given to the request (Critical / High / Medium / Low).

Depending on the priority requested, the time-to-respond will vary in the following manner:

- *Critical* - 1st response within 1 labour day after having received the request.
- *High* - 1st response within the 3 labour days after having received the request.
- *Medium* - 1st response within the 5 labour days after having received the request.
- *Low* – 1st response within the 10 labour days after having received the request.

6. SLA performance metrics

To measure the quality of the support and maintenance service will be measured via the following metrics:

- *First response time* - time it takes for the 1st response time to a request to be provided.
- *Total resolution time* – time it takes for the entire lifecycle of the request, from when it is submitted until it is solved/closed.

Note that the total resolution time will vary greatly depending on the type of service requested as well as on the specific nature of the request.

- *One-touch resolutions* – the number (and %) of requests that are resolved by EACTDA within the first iteration.
- *Customer satisfaction score* – a measure of how satisfied the users are with the service, using the following Likert Scale:

“As a user, I am satisfied with the service received”.

0 – Strongly disagree

1 - Disagree

2 – Neutral

3 – Agree

4 – Strongly agree

ANNEX 2 – Provided service feedback template

This template is used to provide feedback after a requested service by the Partner (the “Early Adopter”). The Partner will provide feedback after each requested service by filling in this template and sending it to: capabilitymanager@eactda.eu, using email Subject: **[Partner] [EACTDA] Provided service feedback**.



A project of the European Anti-Cybercrime Technology Development Association (EACTDA)



Tools4LEAs Support & Maintenance: Early adopters Feedback form on the provided service



This project has received funding from the European Union’s ISF Police programme, under grant agreement no. 101136295.

Early adopter institution:	
Name of the tool:	
Date:	

Please mark the type(s) of service(s) provided to you by the assigned service provider:

- Training** – service requested in relation to the installation and use of the tool.
- Helpdesk** – the first point of contact for early adopter users regarding this Agreement. When appropriate, the helpdesk service will deviate the request to a technical support team member who will provide troubleshooting services.
- Troubleshooting** – analysis and resolution of problems found by the early adopter users.
- Adaptive maintenance** – modification of a software product performed after delivery to keep a software product usable in a changed or changing environment.
- Corrective maintenance** – maintenance work performed to identify, isolate, and rectify a fault so that the failed or system can be restored to an operational condition within the tolerances or limits established for in-service operations.
- Perfective maintenance** – work conducted to improve the software product by refining its functionality, enhancing its performance, and making it more user-friendly.

Please mark the priority level given to your request:

- Critical** - 1st response within 1 labour day after having received the request.
- High** - 1st response within the 3 labour days after having received the request.
- Medium** - 1st response within the 5 labour days after having received the request.
- Low** – 1st response within the 10 labour days after having received the request.

Please provide your satisfaction level with the statements that relate to the reported service(s) provided by the assigned service provider:

	Scale of agreement				
	Strongly disagree	Disagree	NA/ND	Agree	Strongly agree
The training was helpful for the understanding of the installation process and usage of the tool.	1	2	3	4	5
First response time was appropriate considering the communicated priority level.	1	2	3	4	5
Total resolution time was appropriate considering the communicated priority level.	1	2	3	4	5

The communication with the Helpdesk representatives was of high quality.	1	2	3	4	5
The Helpdesk representatives were knowledgeable in addressing the issue.	1	2	3	4	5
Additional documentation/written explanation has been provided by the service provider.	1	2	3	4	5
The service provider offered sufficient available time slots for a call.	1	2	3	4	5
The service provider considered all the details and comments of the request.	1	2	3	4	5
As an early adopter, I am satisfied with the service received.	1	2	3	4	5

Thank you for your feedback!

ANNEX 3 – Early Adopter monthly feedback template

This template is used to provide regular feedback on the experience of the Partner (the “Early Adopter”) with a specific tool.

The Partner will provide feedback at least on a monthly basis by filling in this template and sending it to: capabilitymanager@eactda.eu, using email Subject: **[Partner] [EACTDA] Early adopter monthly feedback**.



A project of the European Anti-Cybercrime Technology Development Association (EACTDA)



Tools4LEAs Support & Maintenance: Early adopters

Feedback form on the usage of the tool



This project has received funding from the European Union’s ISF Police programme, under grant agreement no. 101136295.

Name of the tool:	
Early adopter institution:	
Date:	

Types of users

Please mark with an X your type or types of user(s) based on the descriptions that you can find below. According to that, you will be suggested which sections should/could be answered.

PRIMARY	SECONDARY	INDIRECT
<i>Person who interacts with the tool to achieve the primary goals</i>	<i>Person that provides support, for example, system/manager administrator, maintainer.</i>	<i>Person who receives output, but who does not directly use or interact with the tool</i>

Evaluation of the tool

Please complete the form below to provide feedback on the tool.

It is not necessary to fill in all the sections, but it is mandatory to give a general score of the tool.

If a specific section of the evaluation form does not apply to the tool you are evaluating, please mark N/A.

Please score each of the characteristics described in the table below from 1 to 5 (1 being the lowest/poorest and 5 the highest/best). Please also add your comments or observations to elaborate on the assessment/evaluation provided.

Characteristic	Description	Primary	Secondary	Indirect	Stars ¹ (1-5)	Please elaborate/comment your response as/when appropriate
Functional completeness	Does the tool cover all the specified / expected tasks and user objectives?					
Functional correctness	Does the tool provide the correct results? If applicable, are the results precise and accurate ² ?					
Functional appropriateness	Does the tool facilitate the accomplishment of specified tasks and objectives with the necessary steps and excluding any unnecessary steps?					
Efficiency	Does the tool produce its intended result in the way that results in the least waste of time, effort, and resources?					
Satisfaction	Does the tool fulfill your wishes, expectations, or needs? Is it useful?					
Reliability	Can you trust that the tool will behave as intended/expected and that it will perform consistently well?					
Flexibility	Can the tool be used in a context beyond the initially specified / intended / expected? (e.g., can it be adapted to different user groups or contents? Can the tool adapt to the preferences of the individual user? If not, can it be adapted / modified to support adaptation with reasonable effort?					

Compatibility	Can the tool exchange information with other tools, products, systems or components? Does the tool perform its required functions while sharing the same hardware or software environment with other tools, products, systems or components?					
Security	Does the tool protect information and data so that persons or other products or systems have the degree of data access appropriate to their types and levels of authorisation? (e.g., can the actions be traced uniquely to those that really executed them? Or, can actions or events be proven to have taken place, so that they cannot be repudiated later?					
Installability	Can the tool be installed and/or uninstalled in its specified / intended environment(s) with ease?					
Learnability	Is it easy to learn using (or learning, or maintaining, or installing) the tool?					
Accessibility	Is the tool effective, efficient, risk free and satisfying to use for people with disabilities?					
General Tool Score	Which score would you give to this tool in general?					

Please answer the questions below that relate to your institution:

1. How many times have you downloaded the tool at your premises?

2. How many real investigation cases has the tool been used on?

3. How many successful investigations have been performed with the tool?

4. Would you recommend the tool to your colleagues from other units/countries?

5. What kind of enhancements would you suggest (if any)?

6. Are you aware of any other similar or equivalent tool(s)? If so, could you please list them and comment how this tool compares to it/them?

7. Please add any other final comment or observation that you consider appropriate to fully evaluate the tool.

Thank you for your feedback!

ANNEX II – Collaboration agreement with the technology/service provider (TEMPLATE)

Below we present the collaboration agreement with the technology/service provider template as of April 2024 that is intended to be used in the pilot.

Collaboration Agreement template

Version:	1.0	
Delivery date:	April 2024	
Dissemination level:	CONFIDENTIAL (only for members of the consortium; including the Commission services)	
Status	WIP	
Nature:	TEMPLATE	
Main author(s):	Juan Arraiza & Amaya Iglesias	EACTDA
Contributor(s):	Eva Škruba	EACTDA

DOCUMENT CONTROL

Version	Date	Author(s)	Change(s)
0.1	26/08/2021	Juan Arraiza (EACTDA)	TOC and initial text
1.0	29/04/2024	Amaya Iglesias, Eva Škruba (EACTDA)	Templates added. Final version

Tools4LEAs Support & Maintenance Project Collaboration Agreement with Technology Providers

*** DATE (DD/MM/YYYY) ***

*** Name of the person of contact at the EACTDA MEMBER***

*** Contact details of the EACTDA MEMBER ***

The EACTDA Secretariat is happy to inform that your collaboration proposal has been approved.

Below we present the collaboration agreement that details the terms and conditions of such collaboration.

Your sincerely,

Dr Juan Arraiza

Business Manager at EACTDA

COLLABORATION AGREEMENT

REF #: [*** UNIQUE ID TO BE PROVIDED BY EACTDA SECRETARIAT ***]

This agreement is made the _____ day of _____ 202_ (the “**Effective Date**”)

BY AND BETWEEN

THE EUROPEAN ANTI-CYBERCRIME TECHNOLOGY DEVELOPMENT ASSOCIATION, a non-profit organisation registered at Registro General de Asociaciones del País Vasco² (registration number AS/G/23156/2020), having its principal place of business at Paseo Mikeletegi 57, 20009, Donostia/San Sebastian (Gipuzkoa), Spain represented by Juan Arraiza Irujo, Business Manager, hereinafter referred to as “**EACTDA**”

AND

[*** NAME OF THE EACTDA MEMBER PARTICIPATING IN THIS COLLABORATION ***], [*** TYPE OF ORGANISATION (E.G., COMPANY, UNIVERSITY, RTO) AND REGISTRATION NUMBER ***], having its principal place of business at [***ADDRESS***], represented by [*** NAME OF THE LEGAL REPRESENTATIVE ***], [*** POSITION OF THE LEGAL REPRESENTATIVE ***], hereinafter referred to as the “**Partner**”

EACTDA and the Partner, collectively referred to as “**the Parties**” and individually as a “**Party**”.

Both Parties mutually recognise the necessary legal capacity to enter into this collaboration agreement (hereinafter, the “**Agreement**”), in the representation in which they intervene, and in accordance with the powers vested in them, and to this effect,

WHEREAS

- I. The Tools4LEAs project focuses on delivering fully tested and validated software tools/solutions to European public security entities to help them fight cybercrime. The

² <https://www.euskadi.eus/registro-asociaciones-pais-vasco/web01-tramite/es/>

project is funded by the European Commission under the Internal Security Fund Police (ISFP) programme (Grant Agreement: 101136295). EACTDA is the sole beneficiary of the Tools4LEAs project.

- II. In the scope of the Tools4LEAs project, employees from EACTDA members can be seconded against payment to work in the project. These seconded employees will work under EACTDA's instructions, and they will be able to work on the premises of EACTDA or, alternatively, on the premises of their employer as long as there is no need to be physically present at EACTDA premises.
- III. The Parties are interested in collaborating within the above-mentioned framework, for which purpose a Partner's employee (the "**Seconded**") will be seconded to EACTDA.

The Parties agree to enter into this collaboration agreement (the "**Agreement**"), governed by the following

CLAUSES

1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to define the organisation of the collaboration by regulating the rights and obligations of EACTDA and the partner in order to successfully implement the [*** ACRONYM OF THE PROPOSED COLLABORATION PROJECT ***] project.
- 1.2 ANNEX 1 includes the details of the Service Level Agreement (SLA) that relate to this Agreement.

2. ENTRY INTO FORCE, DURATION, AND TERMINATION

- 2.1 This Agreement shall have effect from the Effective Date and shall be in force until 30/06/2025, end date of the Tools4LEAsv2 project.
- 2.2 This Agreement may be earlier terminated:
 - (i) by mutual agreement of the Parties; or
 - (ii) in the event of breach of a material obligation by a Party, always provided that the breaching Party does not remedy such breach within a 30-day term, in which case damages may be claimed and recovered from the breaching Party;

3. FUNDING CONDITIONS

Remuneration of seconded employees

- 3.1 The remuneration of the employees seconded to EACTDA has to be on the management and accounting practices of their home institution. EACTDA does not pay salaries to the seconded employees but, instead, reimburses costs incurred by the institution based on its remuneration practices. Under no circumstances does the hosting of the Seconded at EACTDA imply any kind of employment relationship with EACTDA.

- 3.2 The remuneration of SME owners is defined by European Commission's regulation [Decision C (2020) 7115] and more information can be found on the below links:
<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/reference-documents?selectedProgrammePeriod=2021-2027&selectedProgramme=ISF>
https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/unit-cost-decision-sme-owners-natural-persons_en.pdf
The coefficients to apply for the years 2023 and 2024, can be found under the below link in Table 1 (Pages 112 y 113):
https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/wp-call/2023-2024/wp-2-msca-actions_horizon-2023-2024_en.pdf
- 3.3 EACTDA will reimburse the 100% of the incurred staff costs (max. 20.000eur per early adopter).
- 3.4 Invoices will be issued and delivered to EACTDA on a monthly basis (or at minimum quarterly) together with all the required additional documentation (see invoice template and more detailed information in Annex 2).
- 3.5 Due to cash flow considerations, 80% of the EACTDA contribution will be paid monthly upon receipt of the supporting documentation. These payments will be executed as soon as possible, no later than 30 days after all supporting documentation has been validated by EACTDA's Financial Officer.
- 3.6 The remaining 20% of the EACTDA contribution will be paid within 60 days after the finalization of the project, after all supporting documentation has been validated by EACTDA's Financial Officer.
- 3.7 The partner must deliver a CFS (certificate on the financial statement) if the costs of the collaboration agreement are greater than 100.000EUR and the resulting documentation of the externally conducted audit must be delivered no later than 6 weeks after the finalization of the Tools4LEAs project. A model for the certificate on the financial statement can be found under Annex 2.

Travel and subsistence expenses

- 3.8 All travel, accommodation and subsistence expenses incurred by Secondees participating in the Support & Maintenance project will be covered by EACTDA. Subsistence includes meals and any other necessary costs of travelling, for example parking charges, tolls, or congestion charges.
- 3.9 If, by staying in the place specified in her/his letter of invitation, the seconded employee who is entitled to reimbursement of a return air fare / train ticket would be able to obtain the best-priced fare, she/he shall be entitled to reimbursement of the fare (on presentation of the flight/train ticket invoice).
- 3.10 Business class or first-class fares will only be accepted when all of the following conditions are met:
- The Secondee can justify that EACTDA could not purchase the tickets directly.
 - The Secondee can justify that there is no feasible alternative to the trip that avoids business class, first-class, or equivalent fares.
 - The Secondee has got written (email is also valid) confirmation from EACTDA Secretariat that he/she can proceed with purchase of business class, first-class, or equivalent fares.
- 3.11 Daily subsistence allowance and accommodation (hotel ceiling) reimbursement maximum rates are defined by the European Commission and can be found under the below link:

https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/additional-information-on-unit-costs-and-contributions_en.pdf

- 3.12 The daily subsistence allowance shall be paid with the per-diem method and only on receipt of supporting documents (e.g., boarding passes, train/bus tickets) proving that the person concerned was present at the destination. Secondees need to claim the costs within 30 days after the completion of the trip.
- 3.13 Whenever possible EACTDA will directly pay travel and accommodation expense costs for Secondees. However, if this is not possible and a Secondee pays in advance any of such costs, he/she will have to send to financialofficer@eactda.eu scanned copies of the receipts and invoices that justify those costs. While copies of the statements will have to be provided for reimbursement, any originals need to be kept within the period of 12 months after the completion of the travel for auditing and settlement purposes.

4. INTELLECTUAL PROPERTY

- 4.1 Results of the work carried out by Secondees will belong to EACTDA. For the purpose of this clause, “**Results**” shall mean any (tangible or intangible) output of the collaboration under EACTDA and the Partner under this Agreement, which might be achieved by the Secondee alone or together with EACTDA’s personnel, such as data, software, knowledge or information – whatever its form or nature, whether it can be protected or not – that is generated during the secondment period, as well as any rights attached to it, including any intellectual property rights.
- 4.2 In anticipation of the need by EACTDA to access pertinent Background of the Partner, on an as needed basis, in order to achieve, use and/or exploit the Results, a separate license agreement shall be signed no later than 2 months after the entry into force of this Agreement between the Partner and EACTDA in which the Partner shall grant EACTDA a worldwide, non-exclusive, royalty-free and free of any other costs license of the rights of reproduction, distribution, communication to the public and transformation (i.e. allowance of derivative works), particularly enabling EACTDA to install, use, create, store, maintain, fix, patch, improve, integrate, update and upgrade, and create new versions of this Background owned by the Partner, and EACTDA shall undertake not to sell, resell, rent, lease, loan, license, sub-license, or share the Background being licensed to any organisations except if they are law enforcement agencies or any other duly authorised organisations from the public security field that are part of the public sector of the European Union (regardless of these being at European, national, regional, municipal level, or any other level). For the purposes of this Agreement, “**Background**” means any inventions, software, tools, prototypes, data, know-how, trade secrets, designs, samples, ideas, methodologies, specifications, copyrightable works and, in general, any technology, which is property of the Partner. The licensed Background will be detailed in the Schedule 1 of the signed “license in” agreement.
- 4.3 A separate “licensing back” license will be signed between EACTDA and the Partner no later than 2 months after the successful completion of the work and of this collaboration agreement in which the EACTDA will grant to the Partner a worldwide, non-exclusive, royalty-free and free of any other costs license of the rights of reproduction, distribution, communication to the public and transformation (i.e. allowance of derivative works), particularly enabling the Partner to install, use, create, store, maintain, fix, patch, improve, integrate, update and upgrade, and create new versions of the Results, subject to the following condition, provided that the Partner undertakes not to sell, resell, rent, lease, or loan the Results being licensed to organisations from the public security field that are part

of the public sector of the European Union (regardless of these being at European, national, regional, municipal level, or any other level).

5. COMPLIANCE WITH Tools4LEAs' POLICIES AND GUIDELINES

- 5.1 Compliance with the policies, guidelines, and best practices established in the Tools4LEAs project will be mandatory. These policies, guidelines, and best practices are detailed in the Tools4LEAs project deliverables.

6. CONFIDENTIALITY AND DISSEMINATION

- 6.1 In the context of this Agreement, “**Confidential Information**” means all non-public technical and non-technical information, including without limitation, techniques, sketches, drawings, models, Intellectual Property, apparatus, equipment, algorithms, software programs and software source code documents, related to the current, future and proposed products and services, that is disclosed by a Party to the other Party, whether orally, visually, or in writing, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. The Parties shall not disclose any confidential information to third parties and shall be entitled to disclose it only to their personnel, staff, agents and lawyers, on a need-to-know basis and only for the purpose of this Agreement. Before disclosing any confidential information, the Parties shall make sure that proper confidentiality agreements are entered into with said third parties.
- 6.2 The Parties undertake to safeguard the Confidential Information from disclosure and unauthorized use by means of the implementation of protection measures and by applying at least the same degree of care and diligence it uses to protect their own confidential information, but no less than a reasonable degree of care. The Parties shall remain liable for the compliance of the terms and conditions of this clause by its employees.
- 6.3 Each of the parties is obliged to return to the other party the documents containing confidential information that may have been provided to them, as well as copies of the same, and/or to definitively erase or destroy all confidential information or any part of the same kept in electronic files, as well as making sure any third parties do the same if, where applicable, they have received confidential information.
- 6.4 While the Agreement is in force and for a period of 10 years after its termination, all proposed publications, including but not limited to scientific publications and non-confidential presentations, shall be submitted in writing to the other Party for review, for the purposes of identifying any patentable subject matter or any inadvertent disclosure of Confidential Information, at least thirty (30) calendar days before the submission for publication or before presentation, as the case may be. The reviewing Party is entitled to request the deletion from the publication of any unpublished Background or Results, or Confidential information of the reviewing Party. Any delay imposed on publication shall not last longer than is reasonably necessary for the reviewing Party to file any required protection, and shall not exceed sixty (60) calendar days from the date of receipt of the proposed publication by the reviewing Party. Notification of the requirement for delay in publication must be received by the publishing Party within thirty (30) days after receipt of the proposed publication by the reviewing Party, failing which the publishing Party shall be free to assume that the reviewing Party has no Confidential Information, including

Results or Background, to be removed from the publication. In any case, a Party shall not include in any dissemination activity another Party's Confidential Information, Results or Background without obtaining the owning Party's prior written approval, unless they are already lawfully published.

- 6.5 The restrictions above mentioned on dissemination and use will not apply to information that is already in the public domain or enters the public domain by means other than any breach of this Agreement, or has to be disclosed under a legal order or rule, in which case the ordered Party must immediately inform the other Party, whenever legally possible, so it may take any action that is considered necessary to secure the confidentiality of the information. In any event, the ordered Party shall restrict the scope of such disclosure to the absolute minimum necessary to comply with its legal obligation.
- 6.6 The confidentiality provisions of this clause shall survive the termination of this Agreement with no time limitation, for as long as the Confidential Information keeps being confidential.

7. DISPUTE RESOLUTION AND APPLICABLE LAW

- 7.1 All disputes directly arising under this Agreement, which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Donostia / San Sebastián (Spain). Such court shall have jurisdiction in the event of a counterclaim filed by the defendant in the proceedings.
- 7.2 This Agreement is governed by the laws of Spain.

8. MISCELLANEOUS

- 8.1 This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.
- 8.2 This Agreement expresses the complete understanding of the Parties with respect to the matters contemplated herein, and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment and signature of the Parties.
- 8.3 If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best affect the intent of the Parties.
- 8.4 The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.
- 8.5 No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.
- 8.6 The Parties acknowledge to hold a meeting (between both teams) during the first month of project execution, where all the Business Requirements, that form part of this Collaboration Agreement, are going to be defined more in details.

9. PRINCIPAL CONTACTS

9.1 The principal contact people for the management and successful implementation of this Agreement are:

FOR EACTDA

 Name: [*** NAME ***]
 Position: [*** POSITION ***]
 Email: [*** EMAIL ***]
 Telephone: [*** TELEPHONE ***]

FOR [*** EACTDA MEMBER ***]

 Name: [*** NAME ***]
 Position: [*** POSITION ***]
 Email: [*** EMAIL ***]
 Telephone: [*** TELEPHONE ***]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the Effective Date.

FOR EACTDA

 Name: [*** NAME ***]
 Title: [*** TITLE ***]
 Date: [*** DD/MM/YYYY***]
 Stamp of the institution:

FOR [*** EACTDA MEMBER ***]

 Name: [*** NAME ***]
 Title: [*** TITLE ***]
 Date: [*** DD/MM/YYYY***]
 Stamp of the institution:



ANNEX 1 - Service Level Agreement

1. Tools4LEAs tools covered by this Agreement

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between EACTDA (the “Service Provider”) and the Partner (the “Technology Provider”) for the provisioning of support and maintenance services (the “Service” or “Services”) for the following Tools4LEAs tool(s):

- XXXXXXXX
- XXXXX
- ...

2. Duration of this Agreement

This Agreement is valid from the Effective Date outlined herein and is valid until the end of Tools4LEAs v2, which is defined as 30/06/2025.

3. Services provided

The provision of support and maintenance services by EACTDA to the Partner under the scope of this Agreement are:

- *Training* – this service might be requested by the early adopter users in relation to the installation and use of the tool(s) covered by this Agreement.
- *Helpdesk* – the first point of contact for early adopter users regarding this Agreement. When appropriate, the helpdesk service will deviate the request to a technical support team member who will provide troubleshooting services.
- *Troubleshooting* – analysis and resolution of problems found by the early adopter users.
- *Adaptive maintenance* – this is, modification of a software product performed after delivery to keep a software product usable in a changed or changing environment.
- *Corrective maintenance* – this is, the maintenance work performed to identify, isolate, and rectify a fault so that the failed or system can be restored to an operational condition within the tolerances or limits established for in-service operations.
- *Perfective maintenance* – this is, the work conducted to improve the software product by refining its functionality, enhancing its performance, and making it more user-friendly.

Note that by default, all services will be provided remotely. However, if considered necessary, EACTDA will consider providing the service in-person.

Any other type of support and maintenance service not explicitly included in this Agreement will have to be discussed and agreed in written between the Parties before it can be included under the scope of this Agreement.

4. Service availability

EACTDA will provide the services during labour days as per its working calendar and during working hours as per its business hours policy (from 8:30 am to 16:30 CET from Monday to Thursday and from 8:30 to 14:30 CET on Fridays and during the summer period).

5. Priority and First Response Time

When requesting support from EACTDA, the Partner will have to communicate it in written by email to capabilitymanager@eactda.eu or other previously agreed communication channel, indicating the priority to be given to the request (Critical / High / Medium / Low).

Depending on the priority requested, the time-to-respond will vary in the following manner:

- *Critical* - 1st response within 1 labour day after having received the request.
- *High* - 1st response within the 3 labour days after having received the request.
- *Medium* - 1st response within the 5 labour days after having received the request.
- *Low* – 1st response within the 10 labour days after having received the request.

6. SLA performance metrics

To measure the quality of the support and maintenance service will be measured via the following metrics:

- *First response time* - time it takes for the 1st response time to a request to be provided.
- *Total resolution time* – time it takes for the entire lifecycle of the request, from when it is submitted until it is solved/closed.

Note that the total resolution time will vary greatly depending on the type of service requested as well as on the specific nature of the request.

- *One-touch resolutions* – the number (and %) of requests that are resolved by EACTDA within the first iteration.
- *Customer satisfaction score* – a measure of how satisfied the users are with the service, using the following likert scale:

“As a user, I am satisfied with the service received”.

0 – Strongly disagree

- 1 - Disagree
- 2 – Neutral
- 3 – Agree
- 4 – Strongly agree

ANNEX 2 – INVOICE TEMPLATE, CFS AND ADDITIONAL DOCUMENTATION

This Annex 2 sets out:

- invoicing process: the invoice template and information about additional documentation to deliver.
- a model for the certificate on the financial statement (CFS).

The usual way to handle the additional documentation would be:

1. Together with the invoice, EACTDA will receive each employee's payslips and a detailed timesheets (if possible, total worked hours **per Working Package** must be included) signed by the employee and their supervisor.

However, EACTDA understands that this option may not suit all the parties for legal or data protection reasons. If this is the case, then, the second option listed below might apply.

2. Together with the invoices, a CFS resulting from an external audit must be submitted latest 6 weeks after the collaboration agreement has finalized.

INVOICE

Billed From

[Company Name]

[Street Address]

[City, ZIP Code, Country]

[Your Internal registration code- number]

Billed to

EACTDA

Financial Officer

Paseo Mikeletegi 71 – Planta 3

20009 Donostia / San Sebastian (Spain)

Invoice N°: xxxxx

Date of invoice: dd/mm/yyyy

Corresponding working period/month: E.g.,: November 2023

Project: E.g.,: PROJ-00xx (the project ID as of the collaboration agreement)

Seconded personnel	Total of hours worked / month	Cost per person (salary + social security) per month
E.g.,: Joe Doe	20	750 €
E.g.,: Jane Doe	10	400 €
...
...
Total (100%) costs of all the seconded personnel in the corresponding period	90	12,000 €
10% Your own contribution	N/A	1,200 €

TOTAL 90% To be reimbursed by EACTDA	N/A	10,800 €
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** You can add as many lines as needed

Please execute the payment of this invoice to the following BANK account

(Note: every line must be completed, in order to guarantee the reimbursement).

Bank: XXX
Account n° IBAN: XXX
SWIFT: XXX
Bank's details: XXX

Signature and stamp:

Name and Surname: xxxx

Position: xxxxx

Certificate on the financial statement (CFS)

To

[Beneficiary/affiliated entity's full name
address]

We, [full name of the audit firm/organisation], established in [full address/city/country], represented for signature of this audit certificate by [name and function of an authorised representative],

hereby certify

that:

1. We have **conducted an audit** relating to the costs declared in the financial statement of [name of beneficiary/affiliated entity] (the [beneficiary]/[affiliated entity]), to which this audit certificate is attached and which is to be presented to the European Commission under Grant Agreement No [insert number] — [insert acronym], covering costs for the following reporting period(s): [insert reporting period(s)].
2. We confirm that our audit was **carried out in accordance with generally accepted auditing standards** in compliance with ethical rules and on the basis of the provisions of the **Grant Agreement** and its Annexes (and in particular the audit methodology described in Annex 5).
3. The financial statement was examined and all necessary tests of [all]/[X]% of the supporting documentation and accounting records were carried out in order to obtain **reasonable assurance that**, in our opinion and on the basis of our audit
 - total **costs** of EUR [insert number] ([insert amount in words]) are eligible, i.e.:
 - actual;
 - determined in accordance with the [beneficiary's]/[affiliated entity's] accounting principles;
 - incurred during the period referred to in Article 4 of the Grant Agreement;
 - recorded in the [beneficiary's]/[affiliated entity's] accounts (at the date of this audit certificate);
 - comply with the specific eligibility rules in Article 6.2 of the Grant Agreement;

- do not contain costs that are ineligible under Article 6.3 of the Grant Agreement, in particular:
 - costs relating to return on capital;
 - debt and debt service charges;
 - provisions for future losses or debts;
 - interest owed;
 - doubtful debts;
 - currency exchange losses;
 - bank costs charged by the [beneficiary's]/[affiliated entity's] bank for transfers from the Commission
 - excessive or reckless expenditure;
 - deductible VAT;
 - VAT incurred by a public body acting as a public authority;
 - costs incurred during suspension of the implementation of the action;
 - in-kind contributions provided by third parties;
 - costs declared under other EU or Euratom grants (including those awarded by a Member State and financed by the EU or Euratom budget or awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the [beneficiary]/[affiliated entity] is already receiving an operating grant financed by the EU or Euratom budget in the same period;
 - costs incurred for permanent staff of a national administration, for activities that are part of its normal activities (i.e. not undertaken only because of the grant);
 - costs incurred for staff or representatives of EU institutions, bodies or agencies;
- [are claimed according to the euro conversion rate referred to in Article 21.3 of the Grant Agreement;]

- total **receipts** of EUR [insert number] ([insert amount in words]) have been declared under Article 22.3.4 of the Grant Agreement and

- the [beneficiary's]/[affiliated entity's] **accounting procedures** are in compliance with the accounting rules of the state in which it is established and permit direct reconciliation of the costs incurred for the implementation of the action covered by the EU grant with the overall statement of accounts relating to its overall activity.

[However, our audit opinion is **qualified** for:

- costs of EUR [insert number]
- receipts of EUR [insert number]

which in our opinion do not comply with the applicable rules.]

4. We are qualified/authorised to deliver this audit certificate [(for additional information, see appendix to this certificate)].

5. The [beneficiary][affiliated entity] paid a **price** of EUR [insert number] (including VAT of EUR [insert number]) for this audit certificate. **[OPTION 1:** These costs are eligible (i.e. incurred within 60 days of the end of the action referred to in Article 3 of the Grant Agreement) and included in the financial statement **][OPTION 2:** These costs were not included in the financial statement.]

Date, signature and stamp