SiToLub OPEN CALL

COLLABORATION AGREEMENT AND NON-DISCLOSURE AGREEMENT v1.1

Reference: **[SITOLUB-OC-XXX]** Date: **[DD/MM/YYYY]**

BY AND BETWEEN:

[FULL LEGAL NAME OF THE PARTICIPANT], hereinafter the "Participant", a legal entity organised under the laws of **[COUNTRY]**, with its registered office at **[REGISTERED ADDRESS]**, represented by **[NAME AND POSITION]**.

and

i-TRIBOMAT GmbH (ETC), the Open Innovation Test Bed for tribology, hereinafter the "Open Call Organiser", a limited liability company organised under the laws of Austria, with its registered office at Viktor-Kaplan-Straße 2/C, 2700 Wiener Neustadt, Austria, FN 597849 s (Regional Court of Wiener Neustadt), VAT No. ATU79057903, represented by its General Manager Dr. Xavier Borras.

and

The legal entities listed in **Annex 2** that deliver a Service ticked in **Annex 1** to this Participant, hereinafter individually a "Service Provider" and jointly the "Service Providers". Service Providers that deliver no Service to this Participant are not Parties to this Agreement.

The Participant, the Open Call Organiser and the Service Providers are jointly the "Parties".

BACKGROUND

1. SiToLub – "Simulation Tools for the design of safe and sustainable Lubricants" is a project funded by the European Union under Horizon Europe, Grant Agreement No. 101138807, coordinated by Fundación Tekniker. It develops a platform of simulation tools, databases and services supporting the design of Safe and Sustainable by Design lubricants. i-TRIBOMAT GmbH – The European Tribology Centre (ETC) is the Open Innovation Test Bed through which those services are made available to industry.

2. To validate the platform with users outside the SiToLub consortium, the Open Call Organiser launched the SiToLub Open Call on 1 November 2026. The Open Call period, including the delivery of all Services, runs until 31 December 2027. The Participant's application has been selected.

3. The Open Call has two purposes: to give the Participant results that are useful for its own case, and to build up the European Tribology Centre database with results produced by the SiToLub tools on real industrial cases. The Services granted to the Participant are listed in Annex 1 and are delivered free of charge. The Parties agree as follows.

1. PURPOSE AND DURATION

1.1 The purpose of this Agreement is to set out the terms on which the Services of the SiToLub platform ticked in Annex 1 are delivered to the Participant, so that the Participant may use them and give feedback on them.

1.2 The Open Call Organiser coordinates the delivery of the Services and is the single point of contact for the Participant.

1.3 This Agreement enters into force on the date of the last signature and ends on 31 December 2027, unless terminated earlier. Clause 3 (Confidentiality), Clause 4 (Results and data) and Clause 5 (Dissemination) survive its expiry or termination.

2. SERVICES, CONTRIBUTIONS AND COSTS

2.1 The Service Providers shall deliver the Services ticked in Annex 1 with due professional care, and shall inform the Open Call Organiser without undue delay of anything that may hinder their delivery.

2.2 The Participant shall provide the information, samples and data needed to deliver those Services, as agreed with the Open Call Organiser, and shall give feedback on the Services by completing the SiToLub feedback questionnaire or taking part in a feedback interview.

2.3 The Services are delivered free of charge. Each Party bears its own costs; where the Participant provides samples or materials, it does so at its own cost and risk. Work beyond the Services ticked in Annex 1 is not covered by this Agreement and requires a separate commercial agreement.

3. CONFIDENTIALITY

3.1 "Confidential Information" means any information exchanged between the Parties for the purposes of this Agreement, in any form, including the Participant's identity, the content of its Open Call application, and the formulations, chemical structures, samples, operating conditions and data it provides. Information does not need to be marked as confidential to be protected under this Agreement. The results of the Services are dealt with in Clause 4 instead.

3.2 Each Party shall keep the other Parties' Confidential Information confidential, use it only for the purposes of this Agreement, and disclose it only to those of its staff, affiliates and subcontractors who need it for those purposes and who are bound by equivalent obligations.

3.3 These obligations do not apply to information that is or becomes public through no fault of the receiving Party, was already lawfully known to it, is lawfully received from a third party, is independently developed without access to the Confidential Information, or is disclosed with the other Party's written consent. Where disclosure is required by law or by a court or authority, the receiving Party shall notify the disclosing Party in advance where it is lawfully able to do so.

3.4 All information relating to the Participant and to its participation in the Open Call — its identity, its application, and the materials and data it provides — shall be disclosed only to the Open Call Organiser and to the Service Providers that deliver a Service to that Participant. Save as permitted under Clauses 3.5 and 5.1, it shall not be shared with the SiToLub consortium in consortium meetings, deliverables, or reports.

3.5 Reporting by the Open Call Organiser on the Open Call to the SiToLub consortium, to the European Commission and to the Granting Authority shall be anonymised or aggregated. The Participant's

identity and its application shall not be disclosed in identifiable form without its prior written consent.

3.6 These obligations remain in force for three (3) years after the end of this Agreement. On the disclosing Party's written request, the receiving Party shall return or destroy the Confidential Information, except for one archival copy retained to evidence compliance with legal obligations.

3.7 Personal data exchanged under this Agreement is limited to the business contact details of the people involved, is processed by each Party as an independent controller solely for the purposes of this Agreement and is handled in accordance with Regulation (EU) 2016/679 (GDPR).

4. RESULTS AND DATA

4.1 What each Party brings stays its own. The Participant keeps its formulations, materials, samples and data. The Open Call Organiser and the Service Providers keep the tools, models, methods and databases used to deliver the Services.

4.2 The results are recorded in the European Tribology Centre database and may be used by the Open Call Organiser and the Service Providers for research, validation and the further development of the SiToLub tools and services, in a form that does not identify the Participant or disclose its Confidential Information. The Participant may use the results of its own Services freely, for any purpose.

5. DISSEMINATION

5.1 By joining the SiToLub Open Call, the Participant agrees that the fact of its participation may be announced publicly as an outcome of the project, including its company name. No Confidential Information shall be disclosed in any such announcement.

5.2 Beyond that announcement, the Parties may produce a short public summary of the collaboration for the promotion of SiToLub and of the ETC. It shall be approved in writing by the Participant before publication, and the Participant may require it to be anonymised.

5.3 Save for the announcement permitted under Clause 5.1, no Party may use another Party's name, logo or trademarks in publicity without that Party's prior written approval.

6. LIABILITY

6.1 The Services are delivered free of charge as part of a validation exercise, on an “as is” basis and without warranty as to the accuracy or completeness of the results, simulations or predictions generated. The Participant shall not rely on them as the sole basis for a product, formulation, regulatory or commercial decision.

6.2 No Party is liable to another for indirect or consequential loss, including loss of profit, revenue or contracts. Nothing in this Agreement excludes liability for wilful misconduct, gross negligence, death or personal injury, or any other liability that cannot be excluded by law.

7. TERMINATION

7.1 Any Party may terminate this Agreement by thirty (30) days' written notice; the right to terminate for good cause is unaffected. Results obtained up to termination shall be handed over to the Participant.

7.2 This Agreement terminates automatically if the SiToLub Grant Agreement (EC GA No. 101138807) terminates, without prejudice to the obligations that survive under Clause 1.3.

8. FINAL PROVISIONS

8.1 This Agreement, with its Annexes, is the entire agreement between the Parties on its subject matter. Amendments must be in writing and signed by all Parties. It may be signed electronically and in counterparts.

8.2 This Agreement is governed by the laws of Austria, excluding its conflict of law rules. The Parties shall seek to settle any dispute amicably; failing that, the Courts of Vienna, Austria have jurisdiction.

Signed in counterparts, one for each Party.

For the Open Call Organiser, i-TRIBOMAT GmbH	**For the Participant,** **[FULL LEGAL NAME OF THE PARTICIPANT]**
Dr Xavier Borras **General Manager** Signature: Place and date:	**[Name]** **[Position]** Signature: Place and date:

For Service Provider 1, **[LEGAL NAME]**	**For Service Provider 2,** **[LEGAL NAME]**
[Name] **[Position]** Signature: Place and date:	**[Name]** **[Position]** Signature: Place and date:

For Service Provider 3, **[LEGAL NAME]**	**For Service Provider 4,** **[LEGAL NAME]**
[Name] **[Position]** Signature: Place and date:	**[Name]** **[Position]** Signature: Place and date:

ANNEX 1 – SERVICE DELIVERY PLAN

Reference	**[OC-REF-XXX]**	**Date**	**[DD/MM/YYYY]**
Participant	**[Legal name]**	**Contact person**	**[Name / e-mail]**
Start date	**[DD/MM/YYYY]**	**Services delivered by**	31 December 2027

1. The Participant's request

[The challenge, the objective and the expected outcome]

2. Services and applications granted

	ID	Service / App	Type		ID	Service / App	Type
Molecular lubricant design				**Lubricant applications**			
☐	**A1**	GenAI molecular designer	Service	☐	**C1**	Testing & benchmarking	Service
☐	**A2**	Biodegradability & (Eco)toxicity	App	☐	**C2**	Journal / spiral bearing	App
☐	**A3**	Physico-chemical properties	App	☐	**C3**	Transmission gear	Service
☐	**A4**	Stability prediction (rMD)	Service	☐	**C4**	Metal working fluid	Service
☐	**A5**	Tribofilm prediction (rMD)	Service	☐	**C5**	Tribology database	Database
☐	**A6**	Compounds database	Database	☐	**C6**	Spiral groove thrust bearing	App
☐	**A7**	Toxicity database	Database	☐	**C7**	Tilting-pad thrust bearing	App
☐	**A8**	Product carbon footprint tool	App				
☐	**A9**	SSbD benchmarking	Service				
Rheology				**Compliance**			
☐	**B1**	Full rheological characterisation	Service	☐	**D1**	LCSA database	Database
☐	**B2**	Virtual property prediction	Service	☐	**D2**	ESPR / Digital Product Passport	Service
☐	**B3**	Rheological model fitting	Service	☐	**D3**	SSbD consultancy	Service
☐	**B4**	Rheology comparer	App				
☐	**B5**	Viscosity blend calculator	App				
☐	**B6**	Artificial ageing	Service				
☐	**B7**	Lubricant lifetime modelling	Service				

3. Price

Price of the service	

The Services are funded by the SiToLub project (GA No. 101138807) and delivered to the Participant free of charge.
Should the work extend beyond the allocated budget, the Service Provider will wrap up the Service and present the results obtained so far. The Service Providers will carry out the Services once the Participant has signed this Agreement. They are not liable if the request is not specified correctly and activities are performed that prove not to be valid and are not obliged to repeat them.

ANNEX 2 – SERVICE PROVIDERS

Legal entities that may deliver Services under the SiToLub Open Call. Only those delivering a Service ticked in Annex 1 are Parties to this Agreement and sign it.

Legal name	**Country**
Fraunhofer Italia Research Scarl	IT
i-TRIBOMAT GmbH	AT
AC2T research GmbH	AT
Fundación Tekniker	ES
ProtoQSAR 2000 SL	ES
NovaMechanics Monoprosopi IKE	EL
GreenDelta GmbH	DE
The University of Birmingham	UK