
**Contract between SOUTH EAST TECHNOLOGICAL UNIVERSITY and
<EU Partner Legal name>**

**For financial support to third parties under Article 9 of Grant Agreement
number 101096452 — IMAGINE B5G**

THIS CONTRACT is made between:

- (1) **South East Technological University (SETU)**, since 1st May 2022, (formally Waterford Institute of Technology) - whose legal address is Cork Road, Waterford, County Waterford, Ireland, X91 KOEK (hereinafter called "**SOUTH EAST TECHNOLOGICAL UNIVERSITY**")

And

- (2) **<EU Partner Legal name>**, **<Full address>** (hereinafter called "**PARTNER**")

who shall be the "Parties" to this Contract:

WHEREAS **SOUTH EAST TECHNOLOGICAL UNIVERSITY** is a partner of project "IMAGINE B5G - Advanced 5G Open Platform for Large Scale Trials and Pilots across Europe (IMAGINE-B5G)", that receives European Union funding under Horizon Europe Grant Agreement number 101096452 – IMAGINE B5G, and

WHEREAS IMAGINE B5G has reserved funds to provide financial support to third parties under Article 9 of Grant Agreement¹ number 101096452 — IMAGINE B5G through an open call process, and

WHEREAS **SOUTH EAST TECHNOLOGICAL UNIVERSITY** is the one of 16 beneficiaries in Grant Agreement number 101096452 – IMAGINE B5G authorized to contract the third parties who are successful in the IMAGINE B5G open call process, and

WHEREAS **PARTNER** is a third party receiving financial support for the research project submitted as DoW to the IMAGINE-B5G Open Call No. <oc#> as defined in Annex 1 hereto ("Work") and which is critical to the success of the delivery of research work under the aforementioned Grant Agreement; and the work of this project must be performed within the timeframe and deadlines of the IMAGINE B5G's Open Call <oc#>.

SOUTH EAST TECHNOLOGICAL UNIVERSITY and **PARTNER** now agree the following **Contract** for performance of research by **PARTNER** as part of the aforementioned **Grant Agreement**.

The Contract:

1. Definitions

In this Contract and unless the context requires otherwise, the following words and phrases shall have the meanings detailed below:

¹ Article 9 of Grant Agreement number 101096452 — IMAGINE B5G is equal to the Article 9 of the Model Grant Agreement. The MGA is available at https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga_en.pdf

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“**Contract**” shall mean this Contract, together with its annexes and any modifications agreed in writing by the Parties.

“**Grant Agreement**” means Horizon Europe Grant Agreement 101096452 for project IMAGINE B5G as awarded to SOUTH EAST TECHNOLOGICAL UNIVERSITY and 15 additional beneficiaries, which follows the Horizon Europe Model Grant Agreement, whose latest annotated full version can be found [here](#)² for further reference.

“**IPR**” shall mean any intellectual property right (including know-how) in any form, e.g. invention, copyright (including software), patent of any description, trade mark, trade dress, domain name, registered design right, design right and any registered protection for any of the foregoing including any application for such protection.

“**Foreground**” shall mean IPR generated pursuant to the performance of the Work and includes the Results of the Work.

“**Background**” IPR shall mean that which is not Foreground.

“**Description of Work**” is the description of the tasks as presented in Annex 1 to this **Contract**.

“**Work**” shall mean any work carried out or to be carried out under this Contract as specified in the “Description of Work” in Annex 1 to this **Contract**, and any modifications to that agreed between SOUTH EAST TECHNOLOGICAL UNIVERSITY and the PARTNER.

“**Research**” shall mean the items or services specified as such in the Scope of Work.

“**Results of the Work**” shall mean any direct results of performing the Work, “**Monitoring**” shall mean monitoring, reviewing, and coaching of the undertaken EU – US experiments project funded under the Open Calls of IMAGINE B5G (See Annex 3).

“**Partner set up form**” shall mean that the document the PARTNER must submit to SOUTH EAST TECHNOLOGICAL UNIVERSITY in order to get set up in their partner system (See Annex 4).

2.0 Effectiveness of this Contract

The start date of this Contract shall be <experiment start date> and shall be made effective by signature by both Parties.

3.0 Terms and Conditions

In addition to the terms and conditions of this contract, the terms and conditions of the Horizon Europe Grant Agreement number 101096452 – IMAGINE B5G under which the work is performed also apply mutatis mutandis to this **Contract** to ensure that the European Commission (EC) the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 25 and 20 of the Model Grant Agreement towards **PARTNER**. Furthermore, the obligations of the **PARTNER** include the obligations under articles 12, 13, 14, 17, 18, 19 and 33. In case of any conflict between the provisions of this CONTRACT and those of the Grant Agreement, those of the Grant Agreement shall take order of precedence.

² https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/agr-contr/unit-mga_he_en.pdf

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The above referenced articles of the Grant Agreement cover:

- Article 25 – Checks, reviews, audits and investigations — Extension of findings
 - Granting authority checks, reviews and audits;
 - European Commission checks, reviews and audits in grants of other granting authorities;
 - Access to records for assessing simplified forms of funding;
 - European Anti-Fraud Office (OLAF), European Public Prosecutor's Office (EPPO), European Court of Auditors (ECA) audits and Investigations;
 - Consequences of checks, reviews, audits and investigations — Extension of results of reviews, audits or investigations;
 - Consequences of non-compliance.

- Article 12 – Conflict of interest
 - Obligation to avoid a conflict of interests;
 - Consequences of non-compliance.

- Article 13 – Confidentiality
 - Sensitive information;
 - Classified information;
 - Consequences of non-compliance.

- Article 14 – Ethics
 - Ethics;
 - Values;
 - Consequences of non-compliance.

- Article 17 – Communication, Dissemination and Visibility
 - Communication activities by beneficiaries;
 - Visibility of EU funding;
 - Consequences of non-compliance.

- Article 18 – Specific rules for carrying out the action
 - Specific rules for carrying out the action
 - Consequences of non-compliance.

- Article 19 – General Information obligations
 - Requests for information
 - Information about events and circumstances which impact the action
 - Consequences of non-compliance.

- Article 33 – Liability for damages
 - Liability of the EC;
 - Liability of the beneficiaries.

If the project team is composed of more than one partner, the PARTNER must ensure that its obligations under this Agreement also apply to any other Project partners. In addition, the PARTNER must ensure that the Project partners have internal arrangements regarding their operation and co-ordination to ensure that the

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Project is implemented properly. These internal arrangements must be set out in a written 'consortium agreement' between the partners, which may cover:

- legal representation;
- internal organisation of the project team;
- distribution of financial support;
- intellectual property rights.

4.0 Performance

- 4.1 PARTNER shall perform its work under this Contract in accordance with the requirements of the Description of Work.
- 4.2 PARTNER shall endeavour to ensure that all Work is performed to the highest professional standards and shall be responsible for the quality and timeliness of its research under this Contract.
- 4.3 PARTNER will perform its research according to the following standards:
- (i) PARTNER and **SOUTH EAST TECHNOLOGICAL UNIVERSITY** must be available during normal working hours to discuss the work in progress and respond to technical and/or administrative requests;
 - (ii) The Personnel offered for the performance of the work must have the necessary competence to perform the work and must be announced in advance to SOUTH EAST TECHNOLOGICAL UNIVERSITY.

5.0 Forwarding of Funds

SOUTH EAST TECHNOLOGICAL UNIVERSITY as a grantee of a EU funding is forwarding parts of the funding to PARTNER. The objective of the funding is to enable research for the benefit of the general public.

The forwarded sum and the payment terms, shall be as specified by the payment plan in Annex 2 to this CONTRACT.

Notwithstanding the commitments in the payment plan, Payments will only be done by SOUTH EAST TECHNOLOGICAL UNIVERSITY subsequent to receiving the corresponding funding from the European Commission.

As with all Horizon Europe projects, the final 15% payment will only be paid after the completion and approval of all Work of the Project by the European Commission.

PARTNER shall strictly abide by all Horizon Europe provisions concerning reporting, cost calculations and invoicing, and adhere to all instructions contained in Horizon Europe Annotated Model Grant Agreement³ when completing its invoices.

6.0 Scientific Standards

- 6.1 PARTNER shall perform the research as defined in the Description of Work.
- 6.2 After reception of part or all of the research as defined in the Description of Work, SOUTH EAST TECHNOLOGICAL UNIVERSITY may the PARTNER to revise the research to reach the agreed standards as per Description of Work.

Failure to supply the work or service to a satisfactory standard, as per clause 4.2, by the final date for that task as set out in the Description of Work shall oblige SOUTH

³ https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/agr-contr/unit-mga_he_en.pdf

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EAST TECHNOLOGICAL UNIVERSITY to withhold corresponding payment and/or claim back the respective part of the advance payment.

In the case where part or all of the research has not been supplied to the standard required and an opportunity to revise has not been successful, PARTNER undertakes to return any payment or prepayment received for this research within 30 days.

All reports must be drawn up using the forms and templates provided by the SOUTH EAST TECHNOLOGICAL UNIVERSITY. All reports and deliverables, when appropriate, required by this **CONTRACT** shall be in English.

7.0 Intellectual Property Rights

PARTNER ensures full compliance with all IPR provisions under the Horizon Europe Model Grant Agreement.

PARTNER shall take all reasonable precautions to avoid the inclusion of third party IPR in the Results of the Work, and to avoid making the use of the Foreground subject to third party IPR, and to avoid giving advice the following of which would result in the infringement of third party IPR.

PARTNER ensure that the supply and use of their Personnel and performance of research in accordance with this **CONTRACT** does not and will not wilfully infringe any IPR belonging to SOUTH EAST TECHNOLOGICAL UNIVERSITY, and/or any of the IMAGINE B5G beneficiaries or any third party.

As Horizon Europe Model Grant Agreement shall apply, IPR to the Results of the Work generated by the PARTNER shall be owned by the PARTNER as specified in article 16 of Horizon Europe Model Grant Agreement. In the event of multiple partners, the allocation and terms of exercise of any joint ownership of results arising between the partners will be agreed in writing between themselves to ensure compliance with the Grant Agreement.

7.1 Dissemination of Results

PARTNER has the unlimited right to publish the Results of the Work.

7.2 Use of Results

SETU and the IMAGINE-B5G consortium, retain rights to the use of the Results of the Work for use in provisioning and providing test-bed facilities and promotional material.

8.0 Confidentiality

All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

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- 8.1 The Recipients hereby undertake in addition and without prejudice to any provisions of the Grant Agreement, for a period of 4 years after the end of the Project:
- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
 - not to disclose Confidential Information without the prior written consent by the Disclosing Party;
 - to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible.

The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

- 8.2 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

- 8.3 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
 - the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
 - the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
 - the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
 - the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
 - the Confidential Information was already known to the Recipient prior to disclosure, or
 - the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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- 8.4 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.
- 8.5 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 8.6 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure
- notify the Disclosing Party, and
 - comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

9.0 Liabilities

- 9.1 PARTNER shall use all reasonable endeavours to ensure the accuracy of any information it supplies under this Contract and shall be responsible only for any direct loss or damage arising out of any inaccuracies or omissions, which are the result of its wilful intent.
- 9.2 PARTNER shall promptly notify SOUTH EAST TECHNOLOGICAL UNIVERSITY of any claim arising relevant to 9.1. SOUTH EAST TECHNOLOGICAL UNIVERSITY cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of implementing the Agreement, including for gross negligence. SOUTH EAST TECHNOLOGICAL UNIVERSITY cannot be held liable for any damage caused by any of the beneficiaries or third parties involved in this action, as a consequence of implementing the Agreement.
- 9.3 PARTNER shall promptly notify SOUTH EAST TECHNOLOGICAL UNIVERSITY of any claim arising from their performance of the work where a third party alleges harm has been caused by the actions of PARTNER in performing this contract. SOUTH EAST TECHNOLOGICAL UNIVERSITY cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of implementing the Agreement, including for gross negligence. SOUTH EAST TECHNOLOGICAL UNIVERSITY cannot be held liable for any damage caused by any of the beneficiaries or third parties involved in this action, as a consequence of implementing the Agreement.
- 9.4 PARTNER's overall liability under this contract is limited to the value of PARTNER's share of this contract, except for damages caused by wilful intent.
- 9.5 Upon request, PARTNER shall inform SOUTH EAST TECHNOLOGICAL UNIVERSITY on the essential terms and conditions of its employer's liability insurance.
- 9.6 Should in the execution of the CONTRACT a need arise to provide the European Commission or the IMAGINE B5G beneficiaries with information which is subject to export control laws and regulations that originates from PARTNER, PARTNER shall notify SOUTH EAST TECHNOLOGICAL UNIVERSITY to secure that such

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information is only provided in accordance with the provisions of such export control laws and regulations.

10 Term and Termination

- 10.1 This Contract starts on <experiment start date> and it shall terminate no later than the end date of the project as foreseen in Annex 1. In the case Grant Agreement 101096452 for project IMAGINE B5G is terminated earlier than planned, this Contract will also be terminated and work items and payments will be finalised in line with the European Commission decision to terminate the Grant Agreement 101096452 for the IMAGINE B5G project.
- 10.2 If either party breaches any conditions of this Contract and fails to remedy such breach within thirty days after receipt of a written notice from the other party, the party giving notice may, at its option and in addition to any other remedies that it may have, terminate this Contract by sending notice of termination in writing to the other party and such termination shall be effective as the date of the receipt of such notice, and any benefits of the Contract in respect of the other party shall cease.
- 10.3 Notwithstanding termination or cessation of this Contract, clauses 7, 8 and 9 shall remain in force.

11.0 Force Majeure

If any party is rendered unable by circumstances of Force Majeure to fulfil any of its obligations under this **CONTRACT**, such party, by giving notice and reasonably full particulars to the other party promptly after the occurrence of such Force Majeure, shall be excused from the performance of such obligations during the continuance of such inability so caused, so far as and to the extent that the obligations are affected by such Force Majeure, that such party shall be relieved of the liability for failure to fulfil the same during such period provided that the cause of such inability shall be remedied so far as is possible with reasonable despatch. For the purpose of this Contract, the term "Force Majeure" means an occurrence beyond the control of the party affected and which, by acting in a reasonable and prudent manner, said party is unable to prevent such as acts of God, state of war, riot, epidemics, atmospheric disturbance, lightning, storm, hurricane, earthquake, landslide, strikes and lock-outs.

12.0 Amendments, Variation

Amendments or variations of this Contract or any of the rights or obligations of SOUTH EAST TECHNOLOGICAL UNIVERSITY or PARTNER herein shall only be effective when expressed in writing and signed by the duly authorised representatives of both Parties.

13.0 Waiver

No delay, neglect or forbearance in enforcing against any term or condition of this Contract shall be deemed to be a waiver or in any way prejudice any rights under this Contract unless in writing and signed by the Parties.

14.0 Enforceability

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The invalidity or unenforceability for any reason of any provision of this Contract shall not prejudice the validity or enforceability of the remainder. The Parties shall seek to agree an amendment of this Contract such that the amended contract has as near as possible the same effect as intended in the original Contract.

15.0 Notice

Any notice to be given under this Contract may be first sent as a PDF file attached to an eMail and must be acknowledged by the receiving party on receipt. If not acknowledged by eMail, then it shall be forwarded by letter post to the addressee at its business address as last notified in writing to the other party.

The PARTNER must immediately inform SOUTH EAST TECHNOLOGICAL UNIVERSITY of any of the following:

- change of contact person(s) and/or contact details of the Partner;
- events which are likely to affect significantly or delay the implementation of the Project or delivering the Project's goals or the Commission's financial interests, in particular changes in its legal, financial, technical, organisational or ownership situation;
- circumstances affecting the decision to award the financial support or non-compliance with requirements under this Agreement.

Any communication or request concerning this Agreement shall identify the PARTNER agreement number, the nature and details of the request or communication and be submitted to the following addresses:

For the SOUTH EAST TECHNOLOGICAL UNIVERSITY:

Name: James Clarke

Address: Walton Institute, South East Technological University, Waterford,
Rep. of Ireland

Email: <email>

Phone: <phone>

For the PARTNER:

Name: <PI name>

Address: <EU Partner Legal name>,
<Full address>

Email: <PI contact email>

Phone: <PI contact phone>

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16.0 Relationship of the Parties

Nothing in this Contract shall be construed as establishing or implying any partnership or joint venture between the Parties hereto and nothing in this Contract shall be deemed to constitute either of the Parties hereto as the agent of the other or authorise either party:

- (i) to incur any expense on behalf of the other party;
- (ii) to enter into any engagement or make any representation or warranty on behalf of the other party;
- (iii) to pledge the credit of or otherwise bind or oblige the other party; or
- (iv) to commit the other party in any way whatsoever without in each case obtaining the prior written consent of the party concerned.

The sole exception to this section is where such an action is foreseen and the conditions allowing it are described in the scope of the work (Annex 1).

17.0 Assignment

This Contract shall not be assigned or transferred by either party except with the written consent of the other party.

18.0 Applicable Law

This Contract shall be governed by and construed in all respects by the laws of Ireland. The Court of jurisdiction is Dublin, Ireland.

19.0 Dispute Resolution

19.1 SOUTH EAST TECHNOLOGICAL UNIVERSITY and PARTNER will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation.

19.2 All disputes arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall, unless amicably settled between the Parties, be finally settled by arbitration according to the ICC (International Chamber of Commerce) Rules of Arbitration ("RULES"). Arbitration proceedings shall take place in Dublin, Ireland, and the language of the proceedings shall be English.

20.0 Headings

The headings used for the terms and conditions in this Contract are for reference purposes only and shall not affect the construction of the Contract.

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SOUTH EAST TECHNOLOGICAL UNIVERSITY and PARTNER now agree the above **Contract** for the performance of research by **PARTNER** under the aforementioned Grant Agreement 101096452 for project IMAGINE B5G

Signed for and on behalf of PARTNER

.....
<signatory name>
<signatory title>

Date.....

Signed for and on behalf of SOUTH EAST TECHNOLOGICAL UNIVERSITY

.....
Dr Mark White
VP Research, Innovation and Graduate Studies

Date.....

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ANNEXES:

Annex 1 to this Contract: The agreed Description of Work (DoW)

The DoW is based on the Partners' proposal including any adjustments agreed in the contracting phase e.g. timing of deliverables.

Description of work is provided in the attached proposal [<Experiment title>] submitted to the IMAGINE B5G Open Call <oc#>.

Plan for submitting the deliverables in the proposal is complemented by mandatory deliverables described under point 2 of the Annex 2 to this contract.

End of Annex 1

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**Annex 2 to this Contract: Payment plan and working practices for
the above DoW**

The payment plan will cover any payments(s), including interim payments based on achievements/deliverables, the final payment and any other financial conditions. This annex also presents the standard IMAGINE B5G project requirements for contributions to management, reporting, attending meetings and providing deliverables.

Annexes to this Contract not attached hereto, but available to both Parties, when project is deemed successful.

1) Maximum financial support for the PARTNER: €<total cost>

2) Mandatory deliverables to be provided by the PARTNER:

- D1 – <D1 due date> – Detailed experiment description and implementation / execution plan (Confidential);
- D2 – <D2 due date> – Final report and experiment results (Public).

3) Payment plan:

- 35% of the maximum financial support after approval of D1 by IMAGINE B5G consortium;
- 50% of the maximum financial support after approval of D2 by IMAGINE B5G consortium;
- 15% of the maximum financial support after the successful review of the project that includes the first two payments for the open call projects, only after approval of the PARTNER's work by EC and independent reviewers. The final total amount to be paid to the PARTNER will be defined after approval of the final PARTNER's report (see below), which cannot be higher than the maximum financial support defined above.

4) Reporting

- Intermediate report on usage of the PARTNER's resources to fulfil this contract (number of person months spent, personnel and other costs, as well as related indirect costs) for first half period of the project must be provided to the IMAGINE B5G partner SETU until <D1 due date>.
- Final report on usage of the PARTNER's resources for entire duration of the contract until <D2 due date>.
- The final report must be accompanied by corresponding request for payment from the PARTNER and evidence the money has been spent.
- Allowable Costs categories are dependant on the project type and will be filled in when project is selected.

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5) Participation at IMAGINE B5G meetings

- The PARTNER should ensure representation at the IMAGINE B5G meetings and audio/video monitoring / coaching audio conferences, as requested by the IMAGINE B5G consortium and as recorded in the corresponding meeting minutes and notes. (See Annex 3)
- If selected, the PARTNER representation at an IMAGINE B5G review meeting, if required by EC, is mandatory.

End of Annex 2