

CONTRACT FOR EXPERIMENTATION WORKSTREAM ON DIGITAL EURO

between

The European Central Bank (the “ECB”)
Sonnemannstraße 20
60314 Frankfurt am Main
Germany

and

<insert Contractor’s name> (the “Contractor”)
<insert Contractor’s address>

(jointly the “Parties”)

1. Contract documents

The following documents together form this Contract (the “Contract”). In the event of differences between the terms in these documents, they shall take precedence over each other in the following ranking and order:

- (a) this contract document (the “Contract sheet”);
- (b) the ECB’s general contract terms (the “GCTs”), attached hereto as Annex 2;
- (c) the call for expression of interest to join digital euro innovation workstreams together with its annexes;

(d) the Contractor's application, submitted through the application form (Annex 4).

2. Scope of the Contract

2.1 The Contractor shall participate in the role of "participant" and amongst such other participants in the second wave of the ECB's digital euro innovation platform, specifically within the framework of the Experimentation Workstream. The Experimentation Workstream refers to the set of activities focused on testing innovative functionalities and value-added services for the digital euro (the "Experimentation Workstream"). As part of the Experimentation Workstream, these activities will concentrate on the following specific areas of focus (the "Focus Areas"):

- Electronic integrated receipts;
- Multi-payer and multi-payee transactions;
- Front-end features; and
- Conditional payments.

2.2 The objective of the Experimentation Workstream is to enable the Contractor and other participants to innovate on top of the digital euro infrastructure, explore potential value-added services for the digital euro, and generate practical insights that may support future product development. The outcome of the Experimentation Workstream will support the ECB's assessment of future enhancements to the digital euro to help ensure that its infrastructure can support innovation by market participants in the future.

2.3 The Contractor shall perform the following activities (the "Experimentation Work"):

- Propose and develop one or more use cases within the scope of the Focus Area(s) selected by the Contractor.
- Conduct technical experimentation activities to explore the feasibility of the use cases proposed and of the provided digital euro functionalities.
- Produce and provide to the ECB a written final report describing the activities performed, the main findings, lessons learned, and outcomes (the "Report"). The Contractor shall submit the Report no later than one (1) month after the completion of the Experimentation Workstream.
- Provide a proof of concept ("PoC") or prototype demonstrating the use case(s)

developed during the technical experimentation activities.

- Upon invitation by the ECB, participate in on-site or virtual events to present and demonstrate the results of the technical experimentation activities.

2.4 The scope of the Experimentation Workstream is further specified in the call for expressions of interest in a new wave of digital euro innovation platform activities.

2.5 The Contractor's contact point at the ECB shall be the Directorate Digital Euro. Both the ECB and the Contractor shall appoint a contract manager for this Contract, acting as person of reference for each Party.

3. Resources provided by the ECB

3.1 To facilitate the Experimentation Work of the Contractor, the ECB will provide the following resources:

- Access to a dedicated experimentation testing environment for innovation activities.
- Technical specifications, documentation, experimental APIs, and designated communication and collaboration tools, where applicable.
- A kick-off workshop at the start of the Experimentation Work for each Focus Area.
- Technical support on a best-effort basis throughout the experimentation period, which may evolve as the experimentation progresses.

4. Performance of the Experimentation Work

4.1 The use of subcontractors to perform the Experimentation Work shall be carried out in accordance with the provisions of Section 4 of the GCTs. Collaboration between the Contractor and other participants and/or technical service providers may be permitted, provided that the Contractor remains fully responsible for the Experimentation Work, ensures compliance with the terms of this Contract by all technical service providers, and obtains the ECB's prior written approval for any involvement of a technical service provider. The Contractor shall oversee all collaborative activities to ensure alignment with the objectives and timelines of the Experimentation Work.

For the purpose of this Contract, technical service provider means a third-party provider of

technical solutions or services that supports the Contractor in testing innovative functionalities and value-added services for the digital euro in the context of the Experimentation Work.

4.2 The ECB shall provide a dedicated email address for operational and technical questions and may facilitate interaction among participants, subject to the availability of the relevant platform components.

5. No remuneration

The Experimentation Work shall not be remunerated, nor shall any expenses related to the Experimentation Work obligations under 2.3 above be reimbursed by the ECB.

6. Data protection

The Contractor shall comply with and shall ensure that its staff members are compliant with, all applicable personal data protection laws, including Regulation EU 2016/679 (the “GDPR”). As part of the ECB’s digital euro Experimentation Workstream, the Contractor acknowledges that no user testing is envisaged for the purposes of this Contract. As such, the Contractor hereby commits to neither collect nor process any personal data (as defined in Art. 4(1) of the GDPR) for purposes of and throughout its participation in the ECB’s digital euro Experimentation Workstream.

7. Intellectual property

7.1 Each Party shall remain the owner of all rights relating to documents, tools, methodologies, processes, ideas and know-how that it developed and/or owned prior to entering into the Contract or develops/acquires in performance of the Contract. In particular, the Contractor shall retain the intellectual property rights (the “IP rights”) deriving from specific activities that it carries out in performing the Experimentation Work in accordance with Clause 2.3 of the Contract.

7.2 The Contractor shall grant the ECB the right to use the Report produced by the Contractor. The ECB’s right of use includes, but is not limited to, the rights to copy, distribute, process, modify, further develop, and/or dispose of the Report or create derivative works based on it. The findings, lessons learned and feedback submitted by the Contractor in the Report will serve as supporting

input for further assessments conducted by the ECB regarding the potential inclusion of specific functionalities in the digital euro.

7.3 The Contractor shall grant the ECB a perpetual, non-exclusive, royalty-free right to use the PoCs or prototypes submitted by the Contractor. The PoCs or prototypes submitted by the Contractor will serve as supporting input for further assessments conducted by the ECB regarding the potential inclusion of specific functionalities in the digital euro. Any other use, including displaying them during a conference or in public materials, shall require the prior consent of the Contractor.

7.4 The Contractor shall grant the ECB a perpetual, non-exclusive, royalty-free right to use, reproduce, modify, distribute, and otherwise utilise the findings, lessons learned, and feedback submitted by the Contractor for any lawful purpose, including, but not limited to, informing the digital euro product development.

8. Confidentiality and publications

8.1 The ECB may publish summary reports for each Focus Area and may release a consolidated report covering the outcomes of the Experimentation Workstream following completion of all Focus Areas. These reports may include selected findings from the Experimentation Work, a list of participants, and high-level descriptions of use cases and innovations explored.

8.2 The Reports submitted by the Contractor shall not be published without the prior consent of the Contractor.

8.3 The Contractor shall not use the access and information provided by the ECB for any other purposes than the Experimentation Work.

8.4 The Contractor shall comply with the ECB's communication guidelines included as Annex 3 to the call for expressions of interest regarding any communication about its participation in the

Experimentation Workstream. Provisions in the ECB's communication guidelines shall remain in full force and continue to have effect notwithstanding expiry or termination of this Contract.

8.5 Information is considered confidential where the relevant document or item of information is labelled, orally or in writing, as "ECB-restricted", "ECB-confidential", "ECB-secret" by the ECB. The Contractor shall treat all documents and information carrying this label as confidential and must not disclose, publish or share them externally.

8.6 The Contractor shall not disclose, without the ECB's prior written consent, any non-public information regarding this Contract or non-public information obtained in performance thereof, including information on the ECB's digital euro Experimentation Workstream and on the Contractor's participation therein. Section 9.4 of the GCTs relating to the use of the ECB's name applies. The Contractor shall equally seek the ECB's prior written consent before publishing the Report in whole or in part.

9. Liability

9.1 Neither Party shall be liable to the other Party for any loss or damage unless explicitly agreed otherwise in this Clause 9.

9.2 Each Party shall only be liable to the other Party for any loss or damage resulting from its wilful misconduct (including fraud) or gross negligence in the performance of its duties and obligations under this Contract.

9.3 Where loss or damage occurs under Clause 9.2, the Party to which it is attributable shall ensure its full remedy without undue delay.

9.4 Neither Party shall be liable to the other Party for a failure to perform any of its obligations under this Contract insofar as such failure is due to conditions beyond its reasonable control which result from: (a) force majeure; or (b) acts or omissions by any third party to the extent that such third party's acts or omissions were beyond the reasonable control of the non-performing Party.

9.5 The Parties shall attempt to resolve disputes which arise out of or relate to this Contract, in a constructive manner that reflects their respective concerns and legitimate interests and seek to

find an amicable solution to resolve the dispute. The first attempt to resolve a dispute shall be, as soon as the circumstances allow, through negotiations between the Parties.

10. Duration and termination

10.1 The Contract shall enter into effect upon its signature by both Parties. The Contract shall remain in force for a period of twelve (12) months, unless extended upon agreement between the Parties.

10.2 The Experimentation Workstream is planned to start in January 2027, and is expected to be concluded by June 2027, unless the duration of the agreement is extended according to Clause 10.1 above. The ECB may further specify or adjust the timeframe based on operational or technical considerations. Any such specification or adjustment shall be communicated to the Contractor in writing with reasonable advance notice.

10.3 The period of notice for termination of this Contract pursuant to Section 12.3 of the GCTs shall be two weeks.

11. Non-exclusivity

This Contract does not grant the Contractor exclusive rights to engage in the Experimentation Work or any rights to future contracts concerning the use or development of the related technology.

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Contract:

European Central Bank:

Contractor:

Frankfurt am Main, date

Place, date

First ECB signatory
Position

First Contractor's signatory
Position

Second ECB signatory
Position

Second Contractor's signatory
Position