



subgrant agreement

EPICENTRE PROJECT



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SUB-GRANT AGREEMENT (for the 30 top-ranked proposals)

Number XXX - EPICENTRE

This **Agreement** (“the Agreement”) for providing financial support to Selected Third Parties, is between the following Parties:

on the one part,

OFFICIAL NAME OF THE CLUSTER [field for legal status] organised under the laws of [Country], established in [ADDRESS –STREET, POSTCODE, CITY, COUNTRY], with VAT No [_____], duly represented by [Legal Representative], [Legal Representative Position] ; as the Consortium coordinator for the “**EPICENTRE** project” (Grant Agreement N° 101074486), hereinafter referred as the “**Contractor**”.

and

on the other part,

1. **OFFICIAL NAME OF THE SELECTED THIRD PARTY (Acronym)**[Sub-project Leader], [field for legal status] organised under the laws of [Country], established in [ADDRESS –STREET, POSTCODE, CITY, COUNTRY], with VAT No [_____], duly represented by [Legal Representative], [Legal Representative Position] .
2. **OFFICIAL NAME OF THE SELECTED THIRD PARTY (Acronym)** , [field for legal status] under the laws of [Country], established in [ADDRESS – STREET, POSTCODE, CITY, COUNTRY], with VAT No [_____], duly represented by [Legal Representative], [Legal Representative Position].
3. **OFFICIAL NAME OF THE SELECTED THIRD PARTY (Acronym)**, [field for legal status]organised under the laws of [Country], established in [ADDRESS – STREET, POSTCODE, CITY, COUNTRY], with VAT No [_____], duly represented by [Legal Representative], [Legal Representative Position],

hereinafter referred to as the **Selected Third Parties**.

Hereinafter the “**Contractor**” and the “**Selected Third Parties**” sometimes each individually referred to as “**Party**” or collectively as “**Parties**”.

Have agreed to enter into the Agreement relating to the Action entitled [Sub-Project NAME], hereinafter referred as the [Sub-Project ACRONYM] under the terms and conditions below.

WHEREAS:

- EPICENTRE aims to assist innovators to fast-track their ideas to market by identifying the real industrial opportunities based on societal needs, providing across the board technological/ business support services, access to corporate test beds and to external public and private funding.
- EPICENTRE launches a call for proposals to offer SMEs the possibility to join the EPICENTRE Acceleration Program, a 3-phase funnelled program with the aim of fostering the collaboration between SMEs (including start-ups) and Corporates; and the EPICENTRE Academy.
- In the framework of **EPICENTRE** an open call for SMEs has been published to become a sub-grantee of the **EPICENTRE** project. The proposal and other information submitted by the applicant SMEs-project as part of this call have been analyzed by independent evaluators and supervised by *[name of the contracting cluster]* and have proven to meet the requirements of this call. The evaluation committee issued a report on the extent to which the proposal was in line with the call, analyzing technical, economic and business innovation aspects of the proposal. This report has been accepted by the **EPICENTRE** Consortium and as the competent authority for issuing a final decision on the request made for grants has resolved to award this Sub-Grant to the *[name of the Sub-grantee]*.
- This Sub-grant Agreement lays down the terms and conditions for financial support to the SMEs-project, with funding being contingent on the attainment of agreed milestones.

HAVE AGREED to the following terms and conditions including those in the following annexes, which form an integral part of this *Sub-grant Agreement*.

- Annex I - Call for proposals
- Annex II - Application form

Article 1: Scope

The European Union has decided to grant a financial contribution for the implementation of the Pan-European project 'EmPowering Industrial eCosystems to boost cluster facilitated green and digital transition in Europe' -EPICENTRE- (SMP-COSME-2021-CLUSTER-01). That grant agreement includes the provision for sub-grants to third parties.

[Name of the Sub-grantee] has been selected to receive a financial and business (training workshops, mentoring, brokerage events, etc.) support for the implementation of an

innovative project under the EPICENTRE conditions as specified in Annex I, called *[Name of the SMES-project]* (the "*project*"), within the framework of the grant agreement and under the conditions laid down in this *Sub-grant Agreement*.

During the implementation of the *project*, the sub-grantee will receive business support services aimed at, among others, strength their capabilities when working with Corporates. This support services are specified in Annex I – Call for proposals.

Article 2 – Duration and start date of the project

The *project* shall be executed in three phases, upon being selected to enter into the corresponding phase.

The duration of the first phase - LAUNCH, shall be 4 months, from DD/MM/YYYY (hereinafter referred to as the "*start date*") until no later than DD/MM/YYYY.

The duration of the second phase - SUSTAIN, shall be 9 months, from DD/MM/YYYY (hereinafter referred to as the "*start date*") until no later than DD/MM/YYYY.

The duration of the third phase - DRIVE, shall be 5 months, from DD/MM/YYYY (hereinafter referred to as the "*start date*") until no later than DD/MM/YYYY.

Article 3 – Deliverables, reporting periods and milestones

The execution of the *project* involves the elaboration and delivery, by the Sub-grantees of the following documents:

- Deliverable 1 (DEL1) – Video Pitch for Corporates.
- Deliverable 2 (DEL2) – Strategic and Technical development Plan of the prototype.
- Deliverable 3 (DEL3) - Prototype ready to test with Corporates.

The reporting periods for the three deliverables are:

- DEL1: before the end of the first phase (month 3)
- DEL2: in the first two months of the second phase (month 2)
- DEL3: before the end of the second phase (month 7)

Any report and deliverable, when appropriate, required by this *Sub-grant Agreement* shall be in **English language**.

A set of milestones to be accomplished by the Sub-grantees is also required:

LAUNCH phase

- Payment for the EPICENTRE Academy
- Bootcamp participation
- Minimum 10h mentoring participation

SUSTAIN phase

- Payment for the EPICENTRE Academy
- Minimum 20h mentoring participation

DRIVE phase

- Payment for the EPICENTRE Academy
- Minimum 3 sessions due diligence and training participation
- Minimum 5h pitch training participation

Article 4 – Funding support and Business support services

The Sub-grantees must attend the activities under the EPICENTRE Acceleration Program and the EPICENTRE Academy and must submit the deliverables listed in Article 3 on time and meet the milestones in order to receive the funding support.

The total funding support to be received by each sub-grantee SME project is the following:

	EPICENTRE Acceleration Program Maximum amount (EUR)	EPICENTRE Academy Maximum amount (EUR)
LAUNCH PHASE 50 SMEs-projects selected	1.400	850
SUSTAIN PHASE 25 SMEs projects selected	31.000	3.500
DRIVE PHASE 6 SMEs projects selected	10.000	2.500
Total funding support to SMEs projects	42.400	6.850

Figure 1: Financial support amounts

Article 5 – Funding support disbursements

The corresponding disbursements for the EPICENTRE Academy will be made within ten days of signing the sub-grant agreement and seven days upon being selected to enter into the next

phase.

At the stage of receiving the corresponding disbursement for the EPICENTRE Academy, the Sub-grantee must pay to the Business support services provider, Worsley Acceleration Services the total amount received within seven days. The bank details are the following:

Recipient: Worsley Acceleration Services

Bank account: [account number]

Concept: EPICENTRE Academy. [Project name]

Failure to comply with this obligation will lead to the termination of the contract (Article 13).

The corresponding disbursements for the EPICENTRE Acceleration Program will be made within ten days of the approval of the deliverable.

The activities developed before or after the duration of the project, even if they are related to the indicated milestones, shall be excluded for the grant.

The Cluster is entitled to reduce the maximum financial contribution, suspend the transfer of payments or demand repayment of all or part of the financial contribution already transferred if the Sub-Grantee fails to fulfil its obligations under this Sub-Grant Agreement or fails to fulfil them on time, uses the financial contribution for purposes other than stipulated in this Sub-Grant Agreement, or if the sub-grant is used to finance activities that may affect trade between member states of the European Union. Before doing so, the Cluster shall consult the Sub-Grantee.

Article 6 – Intellectual property and ownership of results

The results of the action supported, fundamentally, the proof of concept developed, know-how and other intangible outputs, and related rights (e.g. patents), belong to the *Sub-grantee*. Results only include outputs of activities that will be implemented according to Annex I.

If third parties (including personnel) may claim rights to the results, the Sub-grantee must ensure that it complies with its obligations under this Sub-grant Agreement.

The Sub-grantee shall be liable for the infringement of patents or other intellectual property rights of a third party during the implementation of the project or any other activities under

this Sub- grant Agreement.

Exploitation of results

The Sub-grantee must take measures aiming to ensure exploitation of their results by themselves (e.g. for commercial or industrial exploitation) or by third parties (e.g. through licensing).

Dissemination of results

The Sub-grantee must promote the project and its results, by any means used by the company (online and/or offline) providing information to different audiences, strategically.

Unless the Executive Agency for Small and Medium-sized Enterprises (EISMEA) requests or agrees otherwise or unless it is impossible, any communication activity related to the project and any infrastructure, equipment and major results funded by the EPICENTRE must display the EU emblem and include the following text:

- *For communication activities: "This project has received funding from the European Union's Horizon EUROPE research and innovation programme under grant agreement No 101074486.*
- *For infrastructure, equipment and major results: "This [infrastructure][equipment][insert type of result] is part of a project that has received funding from the European Union's Horizon Europe research and innovation programme under grant agreement No 101074486.*

Any communication activity related to the action must indicate that it reflects only the author's view and that the EISMEA is not responsible for any use that may be made of the information it contains.

Any dissemination of results action carried out by the Sub-grantee requires prior communication to the, 15 days in advanced.

Article 7 – Access rights to results

Access rights, if needed for research, shall be granted under fair and reasonable conditions.

Access rights for exploitation of results if needed for implementing the tasks under the EPICENTRE program shall be also granted under fair and reasonable conditions.

Article 8 – Confidentiality

During implementation of the action and for four years after the period set out in Article 2, the

parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ("Confidential Information").

"Confidential Information" shall mean any and all information, which is supplied or disclosed, directly or indirectly, in writing or in any other means, by each Party to the other including, but not limited to any documents, drawings, sketches, designs, materials, samples, prototypes, data, know-how, and which at the time of its disclosure or supply is identified as confidential. Oral information shall be recorded in writing by the Party disclosing it within fifteen (15) days after disclosure, and the resulting document shall specifically state the date of disclosure and designate the information as confidential.

The Parties shall undertake to keep the Confidential Information confidential and not to disclose it nor to permit the disclosure of it to any third party, undertake to use the Confidential Information solely for the Purpose of this agreement and not to make any other use, whether commercial or non-commercial, without the prior written consent of the Party disclosing it.

No Party shall be considered to be in breach of this Sub-grant Agreement if it is prevented from fulfilling its obligations under the Sub-grant Agreement by Force Majeure. Each Party will notify of any Force Majeure without undue delay.

The confidentiality obligations no longer apply if:

- the disclosing Party agrees to release the other Party;
- the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- the recipient proves that the information was developed without the use of confidential information;
- the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- the disclosure of the information is required by the EU or national law.

Article 9– Communication

Any communication or request concerning the *Sub-grant Agreement* shall identify the *Sub-grant Agreement* number, the nature and details of the request or communication and be

submitted to the following addresses:

For the Cluster: <name contact person>
<postal address>
<e-mail address>
<telephone and fax number>

For the *sub-grantee*: <name contact person>
<postal address>
<e-mail address>
<telephone and fax number>

Any notice to be given pursuant to this *Sub-grant Agreement* shall be in writing in the English language signed by one of the representatives identified above and in a legible written form or by e-mail. Notices shall be sent to the office identified above of the relevant Party. Any such notice or other written communication shall, if sent by registered mail or e-mail, be effective upon receipt thereof; if sent by facsimile, be effective on the first business day after the sending thereof; and if communicated by personal delivery, be effective on the day of delivery.

The Sub-grantee must immediately inform the Cluster of any event that is likely to affect significantly or delay the implementation of the actions, or the EPICENTRE goals, in particular: changes in its legal, financial, technical, organisational or ownership situation. Also, the Sub-grantee must notify any situation constituting or likely to lead to a conflict of interests. A "conflict of interests" exists if shared interests:

- influenced the contract's/subcontract's selection/award procedure;
- influenced the contract's/subcontract's price and this does not correspond to the market price or
- affected the action's performance, as measured by the appropriate quality standards.

These interests may be:

- economic interests (e.g. unjustified and preferential contracts or subcontracts with connected companies (not based on technical merit, etc.));
- political or national affinity (e.g. Sub-grantee is chosen, or research-related decisions are adopted, based on political considerations, connections or national affinity);
- family or emotional ties (e.g. contracts or subcontracts made with family

members for their benefit) other shared interests.

The communication requirement also applies to circumstances affecting the decision to award the EPICENTRE financial support or compliance with obligations under this Sub-grant Agreement.

In addition, the Sub-grantee must inform the Cluster about the progress of the project when the latter requires it.

Article 10 – Record keeping

The Sub-grantee must, at least until the time-limit of the effectiveness of this Sub-grant Agreement, keep records and other supporting documents to prove the proper implementation of the action.

Article 11 – Applicable law and competent court

This Sub-grant Agreement is governed by (each country) law. Any disputes in connection or arising out of this Sub-grant Agreement which cannot be settled amicably shall be exclusively brought to competent court in [country where the project will be developed].

Article 12 - Liability

The Sub-grantee shall not engage in any conduct that is detrimental to the reputation, character, standing or goodwill of the European Commission/EISMEA, the Cluster and other EPICENTRE participants.

If the Sub-grantee causes damage to the European Commission/EISMEA, the Cluster or other EPICENTRE participants by the inadequate implementation of the project, except in case of force majeure, it must compensate them for the amount of damage caused.

The Sub-grantee must ensure that the execution of the project complies with the Horizon Europe Program, its objectives, principles and rules.

The Sub-grantee warrants that:

- It has full power and authority to enter into and perform its obligations under Sub-grant Agreement.
- It will execute the project in a timely, competent, and professional manner using appropriately skilled, experienced, and qualified personnel or subcontracting, in accordance with all applicable laws and regulations.
- The execution and delivery of this Sub-grant Agreement will not conflict with,

violate, breach or constitute a default under any term or provision of its organizational documents or any agreement or instrument to which the Sub-grantee is a party or by which it is bound, or any statutes, laws, rules, regulations, or orders or other legal requirement applicable to the Sub-grantee.

- The Sub-grantee has and shall maintain all governmental, regulatory, self-regulatory and other licenses, permissions, approvals, consents, authorizations, declarations or registrations in all jurisdictions in which the Sub-grantee provides services pursuant to this Sub-grant Agreement.
- The Sub-grantee is, and at all times during the term of this Sub-grant Agreement shall, remain in compliance with (i) the provisions of this Sub-grant Agreement and (ii) all applicable laws, rules and regulations, and all applicable orders or other requirements of any governmental authority or regulatory body or agency (or similar entity), in each case in each jurisdiction where the Sub-grantee maintains an office or conducts any business.
- The Sub-grantee must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').
- The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles. The Sub-grantee must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

The Cluster shall under no circumstances be liable for any indirect, incidental or consequential damages (including without limitation, lost business or profits, loss of data or loss of use of equipment), nor for any claims, costs or damages that may result, directly or indirectly, from the performance of the SME's obligations under this Sub-grant Agreement or out of the use of the SME's results.

The Sub-grantee in case of subcontracting will retain full liability towards the Cluster for performance of the Sub-grant Agreement as a whole.

Article 13 – Other provisions

The EISMEA of the European Commission may — at any moment and without any time-limit — check any aspect relating to the support. It also may carry out reviews on the proper implementation of the project, as well as carry out audits on the proper implementation of

the action and compliance with the obligations under this Agreement. Checks, reviews and audits could be done using its own staff or with the assistance of external experts or bodies. In this sense, all requested information must be provided within the given deadline. In addition, the EISMEA may carry out interim and final evaluations of the impact of EPICENTRE, for which the requested information should be provided by the Sub-grantee.

Moreover, the European Anti-Fraud Office (OLAF) may carry out investigations, including on-the-spot checks and inspections, to establish whether, concerning the project, there has been fraud, corruption or any other illegal activity affecting the financial interests of the European Union.

Article 14 – Entry into force and termination of the Sub-grant Agreement

This *Sub-grant Agreement* shall enter into force after its signature by *the Cluster* and *the Sub-grantee*, on the day of the last signature.

This Sub-grant Agreement shall continue in full force and effect until the end of the period set forth in Article 2.

The Cluster has the right to terminate this Agreement at any time upon written notice, without the need to proceed to court, in the following cases:

- The Sub-grantee has materially failed to comply with eligibility requirements;
- The Sub-grantee has breached or defaulted in the performance of its obligations (including participation in activities associated with the "Business Support Services");
- The Sub-grantee is in state of bankruptcy or suspension of payment or a petition to that effect is filed by or against the Sub-grantee;
- In the event the business of the Sub-grantee will be wound up or closed down;
- In case of force majeure, including acts of God ((floods, fires, earthquakes and the like).
- The non-approval of any of the established deliverables;
- A cause of General Interest;
- Upon request of the Commission.

Such notice of termination shall indicate the specific termination provision in this *Sub-grant Agreement* relied upon, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and specify the termination date, which shall not be fewer than 15 days after giving of such notice. If such failure remains uncured following such notice, termination will be effective immediately and automatically on

the expiration of the applicable notice period, without further notice or action by *the Cluster*.

ACKNOWLEDGE EU SUPPORT

This project has received funding from the European Union’s EISMEA, Single Market Programme, Call SMP-COSME-2021-CLUSTER, under grant agreement number 101074486.

This *Sub-grant Agreement* is only in English and English version supersedes all other translation in any language whatsoever.

Done in two originals.

<name contractor>

<name legal representative>

Date

Date

Place

Place

Stamp of the organisation:

Stamp of the organisation: