

Sub-Grant Agreement

Important note:

This document is a template that contains information that should be carefully read, checked, and adjusted to the specific needs of your project.



Climate-Tech



Circular Economy



Clean-Tech



Agri-Food



Index of Contents

Contracting parties	4
General Provisions	5
Article 1 - Entry into force and termination of the contract	5
1.1. Entry into force	5
1.2. Contract termination	6
Article 2 - Obligations and responsibilities of the Beneficiary	6
Article 3 - Breach of contractual obligations	6
Article 4 – Financial contribution and financial provisions	7
4.1 Maximum financial contribution	7
4.2 Distribution of the financial contribution	7
4.3 Payments schedule	7
Article 5 - Liability	10
5.1 Liability of the Beneficiary	10
5.2 Exclusions of liability	10
Article 6 - Confidentiality	11
6.1 Principles	11
6.2 Obligations	11
6.3 Exceptions to the obligation of confidentiality	12
6.4 Authorised disclosure(s)	12
Article 7 - Intellectual property rights	13
Article 8 - Force Majeure	13
Article 9 - Information and communication	14
9.1 Information and communication towards the EC	14
9.2 Information and communication among the Contracting Parties	15
Article 10 - Financial audits and controls	15
Article 11 – Data protection	16
Article 12 - Obligations imposed by the Grant Agreement to the Beneficiary	16
Article 13 - Miscellaneous	16
Article 14 - Applicable Law	17
Article 15 - Settlement of disputes	17
Article 16 – No double funding	18
ANNEXES	20

Annex 1: Declaration on information on SME qualification

Annex 2: Bank Account Information

.

Index of Tables

Figure 1: Payments schedule and associated reports

8

- Contracting parties

This **Agreement** ('the Agreement') is **between** the following parties:

On the one part,

ASOCIATIA SPHERIK established in Garii Street, no 21, fiscal code 32694261, represented for the purposes of signing the Agreement by Mr. Mircea Vadan, acting as a legal representative of ASOCIATIA SPHERIK and the Coordinator of the SynergistEIC consortium.

Hereinafter referred to as the "Coordinator",

And, on the other part,

_____ [Organisation name/ Individual name]
established in _____, [Official address], VAT
number _____, represented for the purposes of signing the Agreement by
_____ [Name of legal representative],

Hereinafter referred to as the "Beneficiary".

Hereinafter, all parties above are collectively referred to as the "Contracting Parties"

The Contracting Parties **HAVE AGREED** to the following terms and conditions including those in the following Annexes, which form an integral part of this Sub-Grant Agreement (hereinafter referred as the "Contract").

● General Provisions

The European Commission (hereinafter referred as the “EC”) and the Coordinator, as partner and representative of the SynergistEIC consortium, have signed the Grant Agreement no. 101073761 for the implementation of the SynergistEIC project – SynergistEIC: Boosting Synergies between EIC and Startup Europe – within the framework of the European Union’s Horizon 2020 research and innovation programme.

The SynergistEIC project is implemented by the Coordinator, as coordinator of the SynergistEIC project, in collaboration with the other SynergistEIC partners. The SynergistEIC consortium partners have among themselves entered into a written agreement detailing their respective rights and obligations towards each other for carrying out the SynergistEIC project and exploiting the results thereof (“the Consortium Agreement” or “CA”).

The objective of SynergistEIC is to help European technology startups scale, contributing towards the competitiveness and strategic autonomy of the EU and fulfilling its ambitious Net Zero goals.

It will do so by providing tailored, specific and hands-on support to European impact-driven startups, notably in the sectors of climate-tech, clean-tech, circular economy and agri-food (further called “greentech”) to become more competitive and increase their readiness to be successful in the EIC Accelerator. Special focus will be devoted to attracting high-potential companies from Widening countries.

The Beneficiary has been selected for funding under the Open call #1 for GreenTech startups based on the positive evaluation of external evaluators.

This Contract aims at defining the framework of rights and obligations of the Contracting Parties with respect to the Beneficiary’s participation in the Open call #1 for GreenTech startups.

The funding to be received by the Beneficiary is property of the EC. The Coordinator and Treasure are mere holders and managers of the funds.

● Article 1 - Entry into force and termination of the contract

1.1. Entry into force

This Contract will enter into force on the day of its signature by the last Contracting Party. The Coordinator will sign this contract only after all the following documents have been received from the Beneficiary:

- SMEs Declaration form (as provided in Annex 1).
- Bank Account Information form (as provided in Annex 2).
- Legal existence and country of establishment. Company Register, Official Journal and so forth, showing the name of the organization, the legal address and registration number and, if applicable, a copy of a document proving VAT registration (in case the VAT number does not show on the registration extract or its equivalent).

All documents, properly signed and stamped (if applicable), shall be sent to the Coordinator, to the following e-mail: info@synergisteic.eu. The Beneficiary is requested to send all requested documents in a single e-mail and with adequate identification (e-mail subject):

- Open call #1 for GreenTech startups – [SME NAME] documentation.

After receipt and validation of the documentation, the Beneficiary will receive a sub-grant agreement (contract) for signature. The Beneficiary is solely responsible for the accuracy of all data provided.

The contact details of the Beneficiary for notices and communication under this contract are:

Name of contact person	_____
Address	_____
E-mail	_____
Telephone/ mobile phone	_____

1.2. Contract termination

This Contract will automatically terminate at the end of 6 months-period which will happen when the Beneficiary has fulfilled all obligations in Article 2, except for those obligations that according to their content are intended to remain in effect, which keep their full force and effect (e.g., reporting on exploitation activities).

The Coordinator shall be entitled to terminate this Contract by written notice with immediate effect if the Beneficiary does not fulfil its obligations (see Article 3 - Breach of Contractual obligations).

Irrespective of the automatic termination of this Contract under present Article 1.2 or any early termination under Article 4, all obligations that according to their content are intended to be in effect for longer shall remain in effect.

● Article 2 - Obligations and responsibilities of the Beneficiary

The obligations and responsibilities are defined in detail in Guidelines for Applicants.

Additionally, the Beneficiary shall take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, personal or any other interests liable to influence the impartial and objective performance of the sub-project. In case the Beneficiary is involved in a conflict of interest or in a risk of conflict of interest, the Beneficiary must formally notify this situation to the Coordinator without delay and immediately take all the necessary steps to rectify this situation.

Furthermore, the Beneficiary shall provide true and accurate documentation and declarations as defined in Article 1.1.

● Article 3 - Breach of contractual obligations

In the event of a breach of the contractual obligation's representations or warranties by the Beneficiary under this Contract, the Coordinator, in coordination with the SynergistEIC Consortium, reserves the right to terminate the Contract by written notice with immediate effect, even if such non-fulfilment is due to Force Majeure.

In the event of the breach of the contractual obligations by the Beneficiary, the Coordinator reserves the right of not fulfilling the respective payment to the Beneficiary.

The Coordinator also reserves the right to claim a refund of any already paid funds, both in case of breach of contract and/or in case the work/costs are not approved by the EC.

The Coordinator will give written notice requiring that such breach to be remedied within 30 days.

In case the Beneficiary has not brought remedies from the notice, the Coordinator may decide to terminate the contract unilaterally.

● Article 4 – Financial contribution and financial provisions

○ 4.1 Maximum financial contribution

The maximum financial contribution to be granted to the Beneficiary shall not exceed the amount of **fifty thousand euros (50.000,00) EURO**.

○ 4.2 Distribution of the financial contribution

The financial contribution to be granted to the Beneficiary will be calculated and distributed in accordance with the provisions set in Guidelines for Applicants.

The financial grant to be paid will always be subject to:

- Provision of a report and a favourable review by the SynergistEIC internal evaluation team responsible for assessing the sub-project in each of the stages.
 - Phase 1 – 70% of the budget.
 - Phase 2 – 30 % of the budget.

Note: A non-favourable review of the work carried out at the end of any stage may lead to the early termination of the contract and suspension of payments.

- The prior notice to the Beneficiary of the date and amount to be transferred to its bank account (Annex 2 - Bank account information form), providing the relevant references.
- Payments to the Beneficiary will be made by the Coordinator. In particular:
 - The Coordinator reserves the right to withhold the payments in case the Beneficiary does not fulfil its obligations and tasks as per Guidelines for Applicants.
 - Banking and transaction costs related to the handling of any financial resources made available to the Beneficiary will be covered by the Beneficiary.
 - Payments will be released no later than thirty (30) calendar days after the notification by the Coordinator to the Beneficiary that the work and deliverable associated to a particular stage has been approved.

The Beneficiary is responsible for complying with any tax and legal obligations that might be attached to this Contract.

○ 4.3 Payments schedule

The payment schedule is directly linked to the relevant phases of the sub-project according to Guidelines for Applicants. The payment in each stage will be disbursed once all work related to a specific phase has received positive assessment, supported on the report submitted to the SynergistEIC team.

The financial contribution will be made to the Beneficiary by the Coordinator. During the contractual procedure, the Beneficiary will be asked to provide the respective bank account information to which the payments will be made (as provided in Annex 2).

The payment schedule (Figure 1) is linked to the successful completion of specified milestones and KPIs established by the Beneficiary in its project proposal, which will be evaluated through a report (deliverable) submitted to SynergistEIC at the end of each phase as identified in Guidelines for Applicants.

Checking the consistency between the estimated costs and resources and the expected work of the project will also be included in the evaluation process. If requested, the Beneficiary will have to present any documentation for the costs claimed.

Phase	Duration	Details	Associated Reports	Amounts
Phase 1	Month 1	Set-up of the programme	Work Plan + KPI establishment	70%
Phase 2	Month 3-4	Mid-term check point	Financial document package: signed contract including terms and conditions, list of services, deadlines and guarantees, invoices, payment confirmations, service delivery acts, contractor reports. User acquisition reports Revenue growth reports New pilot projects contracted Progress in product development reports Relevant certificates Patent applications submitted/received <i>*for each applicant might be different based on the KPIs set</i>	30%

Phase 3	Month 6	Finalisation of growth programme	<p>Financial document package: signed contract including terms and conditions, list of services, deadlines and guarantees, invoices, payment confirmations, service delivery acts, contractor reports.</p> <p>User acquisition reports</p> <p>Revenue growth reports</p> <p>New pilot projects contracted</p> <p>Progress in product development reports</p> <p>Relevant certificates</p> <p>Patent applications submitted/received</p> <p><i>*for each applicant might be different based on the KPIs set</i></p>	N/A
------------	------------	--	--	-----

• Figure 1: Payments schedule and associated reports

The Beneficiary should submit to SynergistEIC the deliverable corresponding to each stage no later than ten (10) calendar days after the end of the respective stage, providing sufficient time for the SynergistEIC consortium to review it. A review will be held between fifteen (15) to thirty (30) calendar days after the end of the stage so that the Contracting Parties can present their work and provide answers to questions from the SynergistEIC consortium partners.

The payments will be made to the Beneficiary subject to the receipt of an invoice or a filled out Financial Identification Form (FIF).¹ If the Beneficiary chooses to send an invoice, the invoice must include the following information:

¹ https://commission.europa.eu/publications/financial-identification_en

- Project SynergistEIC – Grant no. 101073761
- Open call #1 for GreenTech startups
- The Stage to which the payment is associated [Phase 1, Phase 2]
- Beneficiary information (e.g. sub-project acronym and beneficiary name)

The invoice or the FIF is to be sent to info@synergisteic.eu. Payments will only be initiated once the work has been approved. Payments will be made no later than thirty (30) calendar days after receipt of the invoice or FIF to the bank account of the Beneficiary as provided in Annex 2. All payments will be made in Euros.

NOTE: If at any of the payment stages the SynergistEIC team considers that the quality of work demonstrated and/or reported does not correspond to what has been agreed, the two parties may agree to a resubmission of a deliverable and respective reassessment. If significant improvements are not delivered after the reassessment and the sub-project is therefore considered to be in breach of their contractual obligations, SynergistEIC reserves the right to terminate the contract as outlined in *Article 3 – Breach of contractual obligations*.

● Article 5 - Liability

○ 5.1 Liability of the Beneficiary

The Beneficiary shall fully and exclusively bear the risks in connection with the fulfilment of its tasks and obligations under this Contract. Except in case of force majeure (Article 8), the Beneficiary must compensate the Coordinator, and the EC for any damage they sustain because of the implementation of the obligations of the Beneficiary under this Contract or because the tasks and obligations of the Beneficiary were not implemented in full compliance with this Contract.

Accordingly, neither SynergistEIC Consortium nor the EC can be held liable for any damage caused to the Beneficiary or to third parties because of implementing this Contract, including for gross negligence. At the same time, neither SynergistEIC consortium nor the EC can be held liable for any damage caused by the Beneficiary or third parties, because of implementing this Contract.

The Beneficiary shall bear sole responsibility for ensuring that its acts within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties. For this purpose, the Beneficiary shall indemnify and hold the Coordinator and the EC harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the Coordinator or the EC as a result thereof would incur or suffer or must pay to the EC or any third parties. In addition, should the EC have a right of recovery against SynergistEIC consortium regarding any or all the financial support granted under this Contract, the Beneficiary shall repay the sums in question in the terms and on the date specified by the Coordinator.

The Beneficiary shall undertake to achieve the performance indicators under this contract, established together with the consortium of SynergistEIC after joining the programme, within [M1-M4 of the programme].

In the event that the Beneficiary fails to achieve indicators agreed with the consortium partners the process of signing the sub-grant agreement, within the specified timeframe or they leave the programme between M1 - M4, the Coordinator shall have the right to request a full or partial refund of the amount paid by the Coordinator to the Beneficiary under this contract.

○ 5.2 Exclusions of liability

To the extent acceptable under applicable law, in no event shall the Coordinator or other SynergistEIC consortium partners be liable to the Beneficiary for loss or damage caused by the Coordinator or the SynergistEIC consortium partners, their employees, agents and subcontractors in connection with this Contract for any of the following, however caused or arising, on any theory of liability, and even if the Coordinator and/or any other SynergistEIC consortium partner were informed or aware of the possibility thereof:

- Loss of profits, revenue, income, interest, savings, shelf-space, production, and business.
- Opportunities; lost contracts, goodwill, and anticipated savings.
- Loss of or damage to reputation or to data.
- Costs of recall of products.
- Any type of indirect, incidental, punitive, special, or consequential loss or damage.

In respect of any information or materials from the SynergistEIC consortium made available to the Beneficiary under this Contract, no warranty or representation of any kind is made, given, or implied as to the sufficiency, error-free performance, or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, in particular, but without limiting the foregoing:

- The Beneficiary shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and the consequences of such use, and
- Neither the Coordinator, the EC nor the other SynergistEIC consortium partners shall be liable vis-à-vis the Beneficiary in case of infringement of proprietary rights of a third party resulting from the Beneficiary's use of the information and material.

The exclusions and limitations stated in this Article and any other clause of this Contract that has as its object or effect the exclusion or limitation of liability, shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the negligence or wilful act, wilful misconduct, wilful breach; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

● Article 6 - Confidentiality

○ 6.1 Principles

Regarding all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the Sub-project and identified in writing as confidential, the terms of this Article shall apply.

○ 6.2 Obligations

All information, in whatever form or mode of communication, which is disclosed by a Contracting Party (the "Disclosing Party") to the other Contracting Party (the "Recipient") in connection with the implementation of the Open call #1 for GreenTech startups 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".

The Recipient hereby accepts, in addition and without prejudice to any commitment on nondisclosure towards the EC, for a period of 5 (five) years after the end of the Contract:

- Not to use Confidential Information other 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.
- To return to the Disclosing Party, or destroy, on demand, all Confidential Information that has been disclosed to the Recipient, including all copies and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient 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 complies with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The Recipient shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the implementation of Open call #1 for GreenTech startups and shall ensure that they remain so obliged, as far as legally possible, during and after the end hereof and/or after the termination of the contractual relationship with the employee or third party. The Recipient shall apply the same degree of care regarding 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. Each Contracting Party shall promptly advise the other Contracting Party in writing of any unauthorized disclosure, misappropriation, or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation, or misuse.

○ 6.3 Exceptions to the obligation of confidentiality

The information above (Article 6.2) 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.
- Disclosure of the Confidential Information follows mandatory applicable laws or regulations or with a court or administrative order.

○ 6.4 Authorised disclosure(s)

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information to comply with applicable laws or regulations or with a court or administrative order, it will, to the extent it is lawfully able to do so under the laws and legislation applicable to said Party, 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.

The SynergistEIC Coordinator's disclosure of Confidential Information to the EC and/or the other SynergistEIC consortium partners shall be governed exclusively by the terms of the Grant Agreement and/or the Consortium Agreement.

Accordingly, nothing in this Contract shall prevent the SynergistEIC Coordinator from complying with its obligations, including its reporting obligations, towards the EC and the other SynergistEIC consortium partners, and any such disclosures shall be subject to the terms of the Grant Agreement or Consortium Agreement.

Likewise, the Beneficiary agrees and acknowledges that the EC shall be entitled to disclose Confidential Information to its staff, other EU institutions and bodies or third parties, if:

- This is necessary to implement the Grant Agreement or safeguard the EU's financial interests.
- The recipients of the information are bound by an obligation of confidentiality.

● Article 7 - Intellectual property rights

The Beneficiary acknowledges that all tools, modules and similar of the SynergistEIC partners are proprietary and owned by the respective SynergistEIC partner or applicable third party.

Nothing in this Contract shall transfer to the Beneficiary or other partners it represents any license or other rights for the use of the tools, modules and similar that are property of an SynergistEIC partner, unless a specific agreement is established.

The results developed during the sub-project shall be exclusively the property of the Beneficiary. This does not exclude the possibility for specific agreements to be made between the Beneficiary and one or more of the partners of SynergistEIC.

● Article 8 - Force Majeure

"Force Majeure" means any unforeseeable exceptional situation or event beyond the Contracting Parties control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part and which proves to be inevitable despite the exercising of all due diligence.

Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as Force Majeure.

The Contracting Parties shall take the necessary measures to limit any damage due to Force Majeure. They shall do their best to resume the implementation of the action as soon as possible.

No Contracting Party shall be in breach of its obligations and tasks if such a breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure as soon as possible. In case the Beneficiary is not able to overcome the consequences of Force Majeure within thirty

calendar (30) days after such notification, the SynergistEIC Coordinator will decide accordingly, including the termination of the Contract.

● Article 9 - Information and communication

○ 9.1 Information and communication towards the EC

The Beneficiary shall, throughout the duration of the sub-project, take appropriate measures to engage with the public and the media about the sub-project and **to highlight the financial support of the EC and the SynergistEIC project.**

Unless the EC requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment, and major results must:

- Specify that the sub-project has received research funding from the EC through the SynergistEIC project.
- Display the European emblem along with the SynergistEIC logo. When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Beneficiary is exempt from the obligation to obtain prior permission from the EC to use the emblem.
- Specify that it reflects only the author's views and that the EC and the SynergistEIC Consortium is not liable for any use that may be made of the information contained therein. The following text should be used:

"The [company short name] has indirectly received funding from the European Union's Horizon 2020 research and innovation action programme, via the Open call #1 for GreenTech startups issued and executed under the SynergistEIC project (Grant Agreement no. 101073761)."

The Coordinator, the SynergistEIC consortium, and/or the EC shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

- The name of the Beneficiary.
- Contact address of the Beneficiary.
- The general purpose of the sub-project (publishable summary, etc.)
- The amount of the financial contribution of the EC foreseen for the sub-project. after the final payment, the amount and rate of the financial contribution of the EC accepted by the EC.
- The estimated amount and rate of the financial contribution of the EC foreseen for the Beneficiary in the table of the estimated breakdown of budget.
- The geographic location of the activities carried out.
- The list of dissemination activities and/or of patent (applications) relating to foreground.
- The publishable reports submitted (technical reports are excluded, since they are confidential).
- Any picture or any audio-visual or web material provided to the EC in the framework of the Sub-project.

The Beneficiary shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the SynergistEIC Coordinator, the SynergistEIC consortium partners, or EC does not infringe any rights of third parties.

Upon a duly supported request by the Coordinator on behalf of the Beneficiary, the EC may agree to forego such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security, academic or commercial interests.

○ 9.2 Information and communication among the Contracting Parties

Any notice to be given under this Contract shall be in writing to the addresses and recipients listed above. Any change of persons or contact details shall be notified immediately to the SynergistEIC Coordinator. The address list shall be made accessible to all parties concerned.

● Article 10 - Financial audits and controls

The EC may, at any time during the implementation of the sub-project and up to five years after the end of the sub-project, arrange for financial audits [including financial] to be carried out, by external auditors, or by the EC services themselves, including the European Anti-Fraud office (OLAF). The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic, and other aspects (such as accounting and management principles) relating to the proper execution of the Grant Agreement. They shall be carried out on a confidential basis.

The Beneficiary shall make available directly to the EC all information and data that may be requested by the EC or any representative authorised by it, in view of verifying that the Grant Agreement is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it. This information and data must be precise, complete, and effective.

The Beneficiary shall keep the originals or, in exceptional cases, duly authenticated copies (including electronic copies) of all documents related to the Grant Agreement for up to five years from the end of the sub-project. These shall be made available to the EC when requested during any audit under the Grant Agreement.

To carry out these audits, the Beneficiary shall ensure that the EC's services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the Beneficiary's offices, to its computer data, to its accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the Sub-project. They shall ensure that the information is readily available on the spot during an audit and, if so requested, that data be handed over in an appropriate form.

Based on the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the Beneficiary concerned, which may make observations thereon within one month of receiving it. The EC may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the Beneficiary concerned within two months of expiry of the aforesaid deadline.

Based on the conclusions of the audit, the EC shall take all appropriate measures which it considers necessary, including the issuing of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.

The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.

In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC to protect the European Communities' financial interests against fraud and other irregularities.

● Article 11 – Data protection

The Contracting Parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data.

The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specific purposes and adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed.

The Beneficiary acknowledges that the SynergistEIC Coordinator and any other SynergistEIC consortium partners, if appointed as data processors, are not responsible for compliance with any data protection or privacy law applicable to the Beneficiary and not directly, explicitly, and specifically applicable to data processors.

● Article 12 - Obligations imposed by the Grant Agreement to the Beneficiary

The Beneficiary receives funding from the European Commission for carrying out the sub-project [redacted] [Beneficiary legal name]. Under the Grant Agreement or the Consortium Agreement, some of the obligations must be imposed on the Beneficiary. Those obligations are reflected in this Agreement. The specific obligations that the Beneficiary must ensure are described in the Multi-Beneficiary General Model Grant Agreement² (H2020 General MGA – Multi), in articles 22, 35, 36, 38 and 46. These articles are included in this Contract and are fully applicable to the Beneficiary.

The Beneficiary acknowledges and agrees that these obligations comprised in this Agreement and the above-mentioned obligations of the Multi-Beneficiary General Model are fully applicable to it.

● Article 13 - Miscellaneous

Should any provision of this Contract be or become invalid, illegal, or unenforceable, it shall not affect the validity of the remaining provisions of this Contract. In such a case, the Contracting Parties shall be entitled to request that a valid, legal, enforceable, and practicable replacement provision be negotiated which fulfils the purpose of the original provision.

The Beneficiary shall not be entitled to act or to make legally binding declarations on behalf of the Coordinator or any other SynergistEIC consortium partner, and nothing in this Contract shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business

² https://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amqa/h2020-amqa_en.pdf

grouping or entity between the Contracting Parties or between the Beneficiary and any SynergistEIC consortium partner.

No rights or obligations of the Beneficiary arising from this Contract may be assigned or transferred, in whole or in part, and no obligations of the Beneficiary may be sub-contracted, without the Coordinator's prior formal written approval; and such approval shall not exempt the Beneficiary from any of its obligations hereunder.

Although (with exception to the Coordinator) the SynergistEIC consortium partners and their affiliated entities are not Contracting Parties to this Contract, they are intended by the Contracting Parties to be third party beneficiaries under this Contract and accordingly shall be entitled to enforce the terms of this Contract against the Beneficiary and (without limitation) shall be entitled to the benefit of, and to enforce any exclusion of limitation of liability of the SynergistEIC consortium partners contained in this Contract and any indemnity in favour of the SynergistEIC consortium partners contained in this Contract.

Amendments and modifications to the text of this Agreement require a separate written agreement to be signed between all Parties. Although this Contract refers to the provisions of the CA and GA, the Beneficiary is not a party to the CA or GA but only bound towards the Coordinator by the CA and GA provisions as referred or reproduced in this Contract.

This Contract is drawn up in English language which shall govern all documents, notices, meetings, and processes relative thereto.

● Article 14 - Applicable Law

This Contract shall be construed in accordance with and governed by the laws of Belgium.

● Article 15 - Settlement of disputes

If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators in Brussels.

Each of the Contracting Parties to the dispute shall appoint one (1) arbitrator and the two (2) arbitrators so appointed shall elect the presiding arbitrator. Should a Party to the dispute which should appoint an arbitrator fails to do so within fourteen (14) days of the delivery of the written notice to do so from the other Party to the dispute or should the appointed arbitrators fail to reach agreement on the presiding arbitrator within fourteen (14) days after their appointment, such arbitrator shall be appointed in accordance with the Rules upon request of any of the Parties to the dispute.

The seat of arbitration shall be Brussels.

The Contracting Parties agree that the language of the arbitration, including oral hearings, written evidence, and correspondence shall be English.

A duly rendered arbitration award shall be final and binding on the Contracting Parties to the dispute. Each Contracting Party to the arbitration conducted in accordance with this section hereof shall bear its own expenses incurred in connection with such arbitration, including fees of its legal counsels. All other costs and expenses shall be apportioned between the Contracting Parties to the arbitration in accordance with the decision of the arbitrators.

Nothing in this Contract shall limit the Contracting Parties right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

- **Article 16 – No double funding**

By signing this Agreement, the Beneficiary declares to be aware of the fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity be funded twice from the EU budget, as defined in the Article 111 of Council Regulation (EC, Euratom) No. 1605/2002 of 25 June 2002 on the Financial Regulation, and confirms that all the work performed under SynergistEIC (Grant Agreement no. 101073761) will be done exclusively in the scope of this programme, not being supported or funded by any other European Commission programme.

AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorized representatives in **three (3) copies** the day and year first above written:

<p>For ASOCIATIA SPHERIK (SynergistEIC Coordinator)</p> <p>Mr/Ms Mircea Vadan President Signature</p> <p>Done at _____ on DD/MM/202Y</p>	<p>For _____ [organization/ individual name] (the Beneficiary)</p> <p>Mr/Ms _____ [NAME SURNAME] _____ [POSITION_IN_ORGANISATION] Signature</p> <p>Done at _____ on DD/MM/202Y</p>
--	--

● ANNEXES

Annex 1: Declaration on information on the SME qualification

▪ **Precise identification of the applicant enterprise**

Name or Business name

Address (of registered office).....

Registration / VAT number.....

Names and titles of the principal director(s)
.....

Type of enterprise (see explanatory note)

Tick to indicate which case(s) applies to the applicant enterprise:

Autonomous enterprise

**In this case the data filled in the box below result from the accounts of the applicant enterprise only. Fill in the declaration only, without annex.*

Partner enterprise

Linked enterprise

**Fill in and attach the annex (and any additional sheets), then complete the declaration by copying the results of the calculations into the box below.*

▪ **Data used to determine the category of enterprise**

Calculated according to Article 6 of the Annex to the Commission Recommendation 2003/361/EC on the SME definition.

Reference period (*)		
Headcount (AWU)	Annual turnover (**)	Balance sheet total (**)

(*) All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year

(**) EUR 1 000.

▪ **Important:**

Compared to the previous accounting period there is a change regarding the data, which could result in a change of category of the applicant enterprise (micro, small, medium- sized or big enterprise).

No

Yes (in this case fill in and attach a declaration regarding the previous accounting period)

Signature

Name and position of the signatory, being authorised to represent the enterprise:

.....

I declare on my honor the accuracy of this declaration and of
any annexes thereto.

Done at

Signature

EXPLANATORY NOTE ON THE TYPES OF ENTERPRISES TAKEN INTO ACCOUNT FOR CALCULATING THE HEADCOUNT AND THE FINANCIAL AMOUNTS

I. TYPES OF ENTERPRISES

The definition of an SME¹ distinguishes three types of enterprise, according to their relationship with other enterprises in terms of holdings of capital or voting rights or the right to exercise a dominant influence².

- *Type 1: Autonomous Enterprise*

This is by far the most common type of enterprise.

It applies to all enterprises which are not one of the two other types of enterprise (partner or linked). An applicant enterprise is autonomous if it:

- does not have a holding of 25%³ or more in any other enterprise,
- and is not 25%³ or more owned by any enterprise or public body or jointly by several linked enterprises or public bodies, apart from some exceptions⁴,
- and does not draw up consolidated accounts and is not included in the accounts of an enterprise which draws up consolidated accounts and is thus not a linked enterprise⁵.

- *Type 2: Partner Enterprise*

This type represents the situation of enterprises which establish major financial partnerships with other enterprises, without the one exercising effective direct or indirect control over the other.

Partners are enterprises which are not autonomous, but which are not linked to one another. The applicant enterprise is a partner of another enterprise if:

¹ Henceforth in the text, the term "Definition" refers to the Annex to Commission Recommendation 2003/361/EC on the definition of SMEs.

² Definition, Article 3

³ In terms of the share of the capital or voting rights, whichever is higher is applied. To this percentage should be added the holding in that same enterprise of each enterprise, which is linked to the holding company (Definition, Article 3 paragraph 2)

⁴ An enterprise may continue being considered as autonomous when this 25% threshold is reached or exceeded, if that percentage is held by the following categories of investors (provided that those are not linked with the applicant enterprise):

- a) public investment corporations, venture capital companies, individuals or groups of individuals with a regular venture capital investment activity who invest equity capital in unquoted businesses ("business angels"), provided the total investment of those business angels in the same enterprise is less than EUR 1 250 000,

- b) universities or non-profit research centres,
- c) institutional investors, including regional development funds,
- d) autonomous local authorities with an annual budget of less than EUR 10 million and less than 5000 inhabitants. (Definition, Article 3 paragraph 2, second sub-paragraph)

⁵ - If the registered office of the enterprise is situated in a Member State which has provided for an exception to the requirement to draw up such accounts pursuant to the Seventh Council Directive 83/349/EEC of 13 June 1983, the enterprise should nevertheless check specifically whether it does not meet one or other of the conditions laid down in Article 3 paragraph 3 of the Definition.

- There are also some very rare cases in which an enterprise may be considered linked to another enterprise through a person or a group of natural persons acting jointly (Definition, Article 3 paragraph 3).
- Conversely, there are very few cases of enterprises drawing up consolidated accounts voluntarily, without being required to do so under the Seventh Directive. In that case, the enterprise is not necessarily linked and can consider itself only a partner.

To determine whether the enterprise is linked or not, in each of the three situations it should be checked whether or not the enterprise meets one or other of the conditions laid down in Article 3 paragraph 3 of the Definition, where applicable through a natural person or group of natural persons acting jointly.

- it has a holding or voting rights equal to or greater than 25% in the other enterprise, or the other enterprise has a holding or voting rights equal to or greater than 25% in the applicant enterprise,
- the enterprises are not linked enterprises within the meaning defined below, which means, among other things, that the voting rights of one in the other do not exceed 50%,
- and the applicant enterprise does not draw up consolidated accounts which include the other enterprise by consolidation and is not included by consolidation in the accounts of the other enterprise or of an enterprise linked to it⁵.

- ***Type 3: Linked Enterprise***

This type corresponds to the economic situation of enterprises which form a group through the direct or indirect control of the majority of the voting rights (including through agreements or, in certain cases, through natural persons as shareholders), or through the ability to exercise a dominant influence on an enterprise. Such cases are thus less frequent than the two preceding types.

In order to avoid difficulties of interpretation for enterprises, the Commission has defined this type of enterprise by taking over – wherever they are suitable for the purposes of the Definition – the conditions set out in Article 1 of Council Directive 83/349/EEC on consolidated accounts⁶, which has been applied for many years.

An enterprise thus generally knows immediately that it is linked, since it is already required under that Directive to draw up consolidated accounts or is included by consolidation in the accounts of an enterprise which is required to draw up such consolidated accounts.

The only two cases, which are however not very frequent, in which an enterprise can be considered linked although it is not already required to draw up consolidated accounts, are described in the first two indents of endnote 5 of this explanatory note. In those cases, the enterprise should check whether it meets one or other of the conditions set out in Article 3 paragraph 3 of the Definition.

○ II. THE HEADCOUNT AND THE ANNUAL WORK UNITS⁷

The headcount of an enterprise corresponds to the number of annual work units (AWU).

- Who is included in the headcount?
 - The employees of the applicant enterprise,
 - persons working for the enterprise being subordinate to it and considered to be employees under national law,
 - owner-managers,
 - partners engaging in a regular activity in the enterprise and benefiting from financial advantages from the enterprise.

Apprentices or students engaged in vocational training with an apprenticeship or vocational training contract are not taken into account in the headcount.

- How is the headcount calculated?

One AWU corresponds to one person who worked full-time in the enterprise in question or on its behalf during the entire reference year. The headcount is expressed in AWUs.

The work of persons, who did not work the entire year, or who worked part-time - regardless of its duration - and seasonal work is counted as fractions of AWU.

The duration of maternity or parental leaves is not counted.

⁶ Seventh Council Directive 83/349/EEC of 13 June 1983, based on Article 54(3)(g) of the Treaty and concerning consolidated accounts (OJ L 193, 18/7/1983, p. 1), as last amended by Directive 2001/65/EC of the European Parliament and of the Council (OJ L 283, 27/10/01, p. 28).

⁷ Definition, Article 5.

● ANNEX TO THE DECLARATION CALCULATION FOR THE PARTNER OR LINKED TYPE OF ENTREPRISE

- **Annexes to be enclosed if necessary**
 - Annex A if the applicant enterprise has at least one partner enterprise (and any additional sheets)
 - Annex B if the applicant enterprise has at least one linked enterprise (and any additional sheets)

Calculation for the partner or linked type of enterprise⁸ (see explanatory note)

Reference period ⁹

	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
1. Data ⁹ of the applicant enterprise or consolidated accounts (copy data from box B(1) in annex B ¹⁰)			
2. Proportionally aggregated data ⁹ of all partner enterprises (if any)(copy data from box A in annex A)			
3. Added up data ⁹ of all linked enterprises (if any) –if not included by consolidation in line 1 (copy data from box B(2) in annex B)			
Total			

(*) EUR 1 000

The data entered in the "Total" row of the above table should be entered in the box "Data used to determine the category of enterprise" in the declaration

⁸ Definition, Article 6 paragraphs 2 and 3

⁹ All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year (Definition, Article 4).

¹⁰ The data of the enterprise, including the headcount, are determined on the basis of the accounts and other data of the enterprise or, where they exist, the consolidated accounts of the enterprise, or the consolidated accounts in which the enterprise is included through consolidation.

- **ANNEX**

Partner enterprises

For each enterprise for which a 'partnership sheet' has been completed (one sheet for each partner enterprise of the applicant enterprise and for any partner enterprises of any linked enterprise, of which the data is not yet included in the consolidated accounts of that linked enterprise), the data in the 'partnership box' in question should be entered in the summary table below:

○

Partner enterprise (name / identification)	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
Total			

(*) EUR 1 000.

(attach sheets or expand the present table, if necessary)

- **Reminder:**

This data is the result of a proportional calculation done on the 'partnership sheet' for each direct or indirect partner enterprise.

The data entered in the "Total" row of the above table should be entered in line 2 (regarding partner enterprises) of the table in the Annex to the declaration.

PARTNERSHIP SHEET

1. Precise identification of the applicant enterprise

Name or Business name
 Address (of registered office)
 Registration/VAT number¹¹.....
 Names and titles of the principal director(s)¹²

2. Raw data regarding that partner enterprise

Reference period			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Raw data			

(*) EUR 1 000.

Reminder: These raw data are derived from the accounts and other data of the partner enterprise, consolidated if they exist. To them are added 100% of the data of enterprises which are linked to this partner enterprise, unless the accounts data of those linked enterprises are already included through consolidation in the accounts of the partner enterprise¹³. If necessary, add “linkage sheets” for the enterprises which are not yet included through consolidation.

3. Proportional calculation

a) Indicate precisely the holding¹⁴ of the enterprise drawing up the declaration (or of the linked enterprise via which the relation to the partner enterprise is established) in the partner enterprise to which this sheet relates:

.....

Indicate also the holding of the partner enterprise to which this sheet relates in the enterprise drawing up the declaration (or in the linked enterprise):

.....

b) The higher of these two holding percentages should be applied to the raw data entered in the previous box. The results of this proportional calculation should be given in the following table:

▪ **'Partnership box'**

Percentage:	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Proportional results			

(*) EUR 1 000.

These data should be entered in Box A in Annex A.

¹¹ To be determined by the Member State according to its needs

¹² Chairman (CEO), Director-General or equivalent.

¹³ Definition, Article 6 paragraph 3, first sub-paragraph

¹⁴ In terms of the share of the capital or voting rights, whichever is higher. To this holding should be added the holding of each linked enterprise in the same enterprise (Definition, Article 3 paragraph 2 first sub-paragraph).

● **ANNEX**
Linked enterprises

▪ **DETERMINE THE CASE APPLICABLE TO THE APPLICANT ENTERPRISE:**



	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
1. Data ⁹ of the applicant enterprise or consolidated accounts (copy data from box B(1) in annex B ¹⁰)			
2. Proportionally aggregated data ⁹ of all partner enterprises (if any) (copy data from box A in annex A)			
3. Added up data ⁹ of all linked enterprises (if any) – if not included by consolidation in line 1 (copy data from box B(2) in annex B)			
Total			

Case 1: The applicant enterprise draws up consolidated accounts or is included by consolidation in the consolidated accounts of another enterprise. (Box B(1))

Case 2: The applicant enterprise or one or more of the linked enterprises do not establish consolidated accounts or are not included in the consolidated accounts. (Box B(2)).

Please note: The data of the enterprises, which are linked to the applicant enterprise, are derived from their accounts and their other data, consolidated if they exist. To them are aggregated proportionally the data of any possible partner enterprise of that linked enterprise, situated immediately upstream or downstream from it, unless it has already been included through consolidation¹⁵.

▪ **CALCULATION METHODS FOR EACH CASE:**

In case 1: The consolidated accounts serve as the basis for the calculation. Fill in Box B(1) below.

▪
▪

▪ **Box B(1)**

	Headcount (*)	Annual turnover (**)	Balance sheet total (**)
Total			

(*) Where in the consolidated accounts no headcount data appears, the calculation of it is done by adding the data from the enterprises to which the enterprise in question is linked.

(**) EUR 1 000.

The data entered in the "Total" row of the above table should be entered in line 1 of the table in the Annex to the declaration.

▪ **Identification of the enterprises included through consolidation**

Linked enterprise (name / identification)	Address (of registered office)	Registration / VAT number (*)	Names and titles of the principal director(s) (**)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
Total			

(*) To be determined by the Member State according to its needs (**) Chairman (CEO), Director-General or equivalent.

¹⁵ Definition, Article 6 paragraph 3, second sub-paragraph

Important: Partner enterprises of such a linked enterprise, which are not yet included through consolidation, are treated like direct partners of the applicant enterprise. Their data and a 'partnership sheet' should therefore be added in Annex A.

In case 2: For each linked enterprise (including links via other linked enterprises), complete a "linkage sheet" and simply add together the accounts of all the linked enterprises by filling in Box B(2) below.

▪ **Box B(2)**

Enterprise No.:	Headcount (AWU)	Annual turnover (**)	Balance sheet total (**)
1. (*)			
2. (*)			
3. (*)			
Total			

(*) attach one "linkage sheet" per enterprise

(**) EUR 1 000.

The data entered in the "Total" row of the above table should be entered in line 3 (regarding linked enterprises) of the table in the Annex to the declaration.

● **LINKAGE SHEET**

(only for linked enterprises not included by consolidation in Box B)

1. Precise identification of the applicant enterprise

Name or Business name
Address (of registered office)
Registration/VAT number¹⁶
.....
Names and titles of the principal director(s)¹⁷

2. Data on enterprise

Reference period			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Total			

(*) EUR 1 000.

These data should be entered in Box B(2) in Annex B.

Important: The data of the enterprises, which are linked to the applicant enterprise, are derived from their accounts and their other data, consolidated if they exist. To them are aggregated proportionally the data of any possible partner enterprise of that linked enterprise, situated immediately upstream or downstream from it, unless it has already been included through consolidation¹⁸.

Such partner enterprises are treated like direct partner enterprises of the applicant enterprise. Their data and a 'partnership sheet' have therefore to be added in Annex A.

¹⁶ To be determined by the Member State according to its needs

¹⁷ Chairman (CEO), Director-General or equivalent.

¹⁸ If the data of an enterprise are included in the consolidated accounts to a lesser proportion than the one determined under Article 6 paragraph 2, the percentage rate according to that article should be applied (Definition, Article 6 paragraph 3, second sub-paragraph).

○ **Annex 2: Bank Account Information**

○ **ACCOUNT HOLDER INFORMATION**

Account Name Holder <i>The name or title under which the account has been opened and NOT the name of the authorized agent.</i>	
Holder's address	
Postcode	
Town/City	
Country	
Contact Person <i>Does not need to be an authorised agent.</i>	
Telephone	
Mobile phone	

BANK ACCOUNT INFORMATION

Bank name	
Branch Address	
Postcode	
Town/city	
Country	
IBAN number / Account number <i>Format example: RO16 1234 0022 1234 0022 1234</i>	
SWIFT code <i>8 to characters</i>	

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE

DATE + SIGNATURE OF ACCOUNT HOLDER
(MANDATORY)

The bank stamp + signature of the bank representative can be replaced with the attachment of a recent bank statement (less than 2 months).