

Sub-Grant Agreement for Provision of Financial Resources from  
INCluSilver Innovation Voucher Scheme to  
Third Party (SME)

v1.1

History of versions:

v1.0, released on 24<sup>th</sup> August 2017, made by Zsuzsanna Pintér

v1.1, released on 1<sup>st</sup> September 2017, made by Zsuzsanna Pintér



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 731349



## Sub-Grant Agreement for Provision of Financial Resources from INCluSilver Innovation Voucher Scheme to Third Party

### History

The European Commission (hereinafter "EC"), and a consortium with SKANES LIVSMEDELS AKADEMI (SFIN) I, 8024138730, established in ANCKARGRIPSGATAN 3, MALMO 211 19, Sweden, VAT number: SE802413873001 acting as coordinator, have signed the Grant Agreement Nr.731349 for the implementation of the project INCluSilver, within the framework of the Horizon 2020 research and innovation programme.

The Grant Agreement includes the provision for financial resources (Sub-Grants) to third parties: exclusively entrepreneurs, micro, small and medium enterprises (SMEs).

The INCluSilver consortium has decided to provide a financial contribution for the implementation of the Project called \_\_\_\_\_ as specified in Annex I, within the framework of INCluSilver and under the conditions laid down in this Sub-Grant Agreement No.: \_\_\_\_\_

The Project has received the favourable resolution by the evaluators, and therefore is entitled to receive funding according to the terms and conditions set out under this Sub-Grant Agreement.

The funds that will be received by the Sub-Grantee are owned by the EC. The Contractor is a mere holder and manager of the funds.

### 1. Contracting Parties

1.1. INCluSilver Implementing Body, namely: ..... one of the INCluSilver partners listed in Third Party Service Providers Handbook paragraph **Fejl! Henvisningskilde ikke fundet.**

1.1.1. Name of the Organisation in English:

1.1.2. Name of the Legal Representative of the Organisation:

1.1.3. Name of the contact person within the Organisation:

1.1.3.1. e-mail:

1.1.3.2. mobile phone:

1.1.3.3. Skype:

1.1.4. Country of the Organisation:

1.1.5. Address of the Organisation:

1.1.6. Identification No of the Organisation:

1.1.7. VAT No. of the Organisation:

1.1.8. Bank name:

1.1.9. Bank seat:

1.1.10. Bank Account No.:

1.1.11. IBAN:

hereinafter referred to as the "Contractor"

and

1.2. SME being awarded with INCluSilver Innovation Voucher (Name of the company in origin language)

1.2.1. Name of the Company in English:

1.2.2. Legal Representative of the Company:

1.2.3. Name of the contact person within the company

1.2.3.1. e-mail:

1.2.3.2. mobile phone:

1.2.3.3. Skype:



- 1.2.4. Country of the Company:
  - 1.2.5. Address of the Company:
  - 1.2.6. Identification No of the Company:
  - 1.2.7. VAT No. of the Company:
  - 1.2.8. Bank name:
  - 1.2.9. Bank seat:
  - 1.2.10. Bank Account No.:
  - 1.2.11. IBAN:
- hereinafter referred to as the „Sub-Grantee”

1.3. The “Contractor” and „Sub-Grantee” jointly hereinafter „Contracting Parties”.

## 2. Project Partners (consortium)

The Sub-Grantee specified the following project partners for the implementation of the Project:

### 2.1. Partner 1

- 2.1.1. Name of the Company in English:
- 2.1.2. Legal Representative of the Company:
- 2.1.3. Name of the contact person within the company
  - 2.1.3.1. e-mail:
  - 2.1.3.2. mobile phone:
  - 2.1.3.3. Skype:
- 2.1.4. Country of the Company:
- 2.1.5. Address of the Company:
- 2.1.6. Identification No of the Company:
- 2.1.7. VAT No. of the Company:

### 2.2. Partner 2

- 2.2.1. Name of the Company in English:
- 2.2.2. Legal Representative of the Company:
- 2.2.3. Name of the contact person within the company
  - 2.2.3.1. e-mail:
  - 2.2.3.2. mobile phone:
  - 2.2.3.3. Skype:
- 2.2.4. Country of the Company:
- 2.2.5. Address of the Company:
- 2.2.6. Identification No of the Company:
- 2.2.7. VAT No. of the Company:

## 3. Provision of Financial Resources

The Contracting Parties enter into this contract on Provision of Financial Resources from INCluSilver Innovation Voucher Scheme to Third Party under the conditions and with the subject matter stipulated below; and also in the following annexes, which are integral part of this contract:

- Annex I EoI/AoI (the submitted INCluSilver IVS project description)
- Annex II Third Party Service Provider Handbook (general conditions)
- Annex III Template for e-reporting (Progress Report, Final Report)

## 4. Scope

This Sub-Grant Agreement settles the specific conditions, rights and obligations for the concession by the INCluSilver consortium of a Sub-Grant to the Sub-Grantee (also named as Third Party) for the implementation of the Project in Annex I.

## 5. Duration of the Project



- 5.1. The duration of the Project shall be \_\_\_\_\_ months.
- 5.2. The project is starting at \_\_\_\_\_ (after the date of entry into force of this Sub-Grant Agreement); and closing at \_\_\_\_\_ (definitely before 30/November/2019).

## 6. Obligation of the Sub-Grantee

The Sub-Grantee is obligated to implement the project in compliance with the time frame and financial and other conditions stipulated in this Sub-Grantee Agreement.

The Sub-Grantee shall immediately inform the Contractor in written form of any circumstances which may affect the realization of the Project or of any changes in contractual conditions. The Contractor shall decide upon such circumstances and changes.

The contact person named in 1.2.3 is the primary point of contact for the successful implementation of the Project.

The Sub-Grantee shall carry out the activities described under the Annex I, and in addition during the Sub-Granted project shall:

- 6.1 Collaborate with the contact person named in 1.1.3 during the Project implementation in order to make the Project succeeded.

### 6.1 E-report based on

- 6.1.1 Progress Report by completing the template (Annex II) and send it via e-mail to the Contractor not later than \_\_\_\_\_ within the implementation period. (In case of 2IV it is not applicable).
- 6.1.2 Final Report by completing the template (Annex II) and send it via e-mail to the Contractor not later than 15 days after the closing date defined in 5.2.

- 6.2 Any reports and deliverable documents, and e-mail communication must be in English, and signed by the Sub-Grantee.

- 6.3 The reports should give the status of the execution of activities or any other related data required during and after the execution of the project.

- 6.4 All reports have to be approved by the Contractor before to fulfil the final payment.

- 6.5 Participate in e-meetings if officially required and communicated by the Contractor.

- 6.6 Each Sub-Grantee will have the possibility to benefit from PIV and IPR Innovation Voucher, by selecting a support service provided by knowledge/service providers listed in the INCluSilver [website](#) or any other service providers all over the EU member states and associated countries. The CV of the selected knowledge/service provider must be attached to the Progress Report. The expert fee towards the selected knowledge/service provider will be paid directly by the Sub-Grantee.

- 6.7 The Contractor has the right

- 6.7.1 to verify any data provided by the Sub-Grantee. The Sub-Grantee hereby grants the Contractor's authorisation by providing any data necessary for verification.
- 6.7.2 to carry out monitoring visits of the Project implementation and if necessary request additional documentation regarding the Project. The Sub-Grantee is obligated to allow visits from the Contractor's staff, allow a financial inspection and provide any materials related to the Project.
- 6.7.3 to determine the eligibility of each cost to be covered by the grant. Such decision of the Contractor shall be considered final and shall be accepted by the Sub-Grantee without objection or appeal.

- 6.8 The Sub-Grantee is obligated to archive all documents (including financial documents) related to the utilization of the grant for a period of 5 years from the last payment of the grant.

## 7 Financial Contribution

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INCluSilver contributes to the Project with a maximum total of ..... € (..... Euro), which is divided in the following budget lines:

Budget lines	Expenses (Euro)	Official documents to be attached to the Progress and Final Report
Knowledge/service providers' fee		contracts and invoices; bank transfer confirmation documents
Travel and accommodation		invoice for accommodation, and travelling; bank transfer confirmation documents
Staff costs (only for Sub-Grantee employees)		Official Announcement with the name and position of the employee(s), number of of the working hours for the project, within the reported period, the hourly rate and the total amount of the reported staff cost; official document of salary payment by monthly bank transfer confirmation documents
Equipment costs		letter of Order, invoice
<b>Total amount of the grant</b>		

7.1 The total amount of the grant shall be used by the Sub-Grantee only to cover the expenses of the Project during the implementation period, according to the budget in an efficient and cost-effective way.

7.2 The part of the grant not used during the implementation period shall be returned by the Sub-Grantee to the Contractor upon request within 15 days.

7.3 Any changes in the qualified expenses stated above exceeding the amount of 1000 Euro in individual budget line requires the prior approval of Contractor. For such approval, to be granted a written request of the Sub-Grantee is required in which the need of such change shall be justified. Without the approval of the Contractor the grant may not be used to cover such changed expenses exceeding the amount qualified in the above budget.

## 8 Financial procedures

The total budget of the Project will be distributed in two payments.

8.1 The amount of the first payment is the 75% of the total budget and shall be paid to the Sub-Grantee within 30 days following the signing of the *Sub-Grant Agreement*. This payment is to support the start of the work described in the Annex I.



- 8.2 The pre-condition of the second and final payment is the validation of both the Progress Report and Final Report; and will be released within 30 days after the final report was validated by Contractor.
- 8.3 The payments are in Euro, via the bank transfer towards the Sub-Grantee bank account (1.2.11)
- 8.4 The Sub-Grantee shall conduct bank transfer (non-cash) transactions, where possible. Cash operations shall be limited to 30% of the grant.
- 8.5 The contractor reserves the right to deny the disbursement of the grant or any part of it in case the Sub-Grantee does not comply either with the rules of principles mentioned in the Third Party Service Provider Handbook or the provisions of present Sub-Grant Agreement. In such case the Sub-Grantee shall not be entitled to any disbursement.
- 8.6 The Sub-Grantee declares that prior to signing of this Sub-Grant Agreement they made themselves familiar with the rules and principles of the INCluSilver Innovation Voucher Scheme which are published on the INCluSilver web site. The Sub-Grantee shall be obliged to accept all such rules and principles.

## 9 Checks, Reviews, Audits and Investigations

Sub-Grantee accepts that *the Agency, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 of the GA NUMBER 731349* (reproduced at the end of this document). This implies that EU services can go to the premises of the third parties for carrying out checks about the compliance of the conditions for the financial support.

## 10 Limitations of Contractual Liability

Sub-Grantee shall comply with all applicable laws, rules and regulations, including, but not limited to safety, security, welfare, social security and fiscal laws, rules and regulations.

Sub-Grantee shall not be entitled to act or make legally binding declarations on behalf of the Contractor or any other INCluSilver Beneficiary and shall indemnify all of the later from any third party claim resulting from a breach of these obligations.

The liability of either Party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement will not extend to incidental indirect or consequential damages or losses, including (without limitation) any loss of profits, loss of goodwill, loss of revenue, loss of data, loss of contract or opportunity, whether direct or indirect, even if the party bringing the claims has advised the other of the possibility of those losses, or if they were within the other party's contemplation.

This limitation of liability shall not apply in cases of wilful act or gross negligence.

To the extent permitted by law, the Contractor, INCluSilver Consortium and the European Commission will not be held liable for any acts or omissions of the Sub-Grantee in relation to the execution of this Sub-Grant Agreement.

## 11 Use and dissemination

Sub-Grantee shall observe responsibilities related to the protection of intellectual property rights, use and dissemination as quoted in Annex II

## 12 Information and communication

### 12.1 Information and communication outside the project

The Sub-Grantee is obligated throughout the duration of the Project, to acknowledge and highlight the financial support of the EC (following the indications of Annex II).

### 12.2 Information and communication among the Contracting Parties.

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:

e-mail:

Post:

12.3 Any changes of persons or contact details shall be notified immediately to the Contractor.

The address list shall be accessible to all concerned.

### 13 Applicable law and competent court

This Sub-Grant Agreement is ruled under European law. Any conflict or dispute arising from this *Sub-Grant Agreement* shall be submitted to the Courts of Sweden.

### 14 Intellectual Property Rights

The results of the sub-granted project shall be property of the Third Party carrying out the work.

### 15 Confidentiality

With respect to all information of whatever nature or form as is disclosed between the parties in connection with the Project and identified in writing as confidential, the terms of the *Articles 36 of the GA Number 731349 (reproduced at the end of this document)* are fully applicable.

### 16 Application of the Sub-Grant Agreement provisions

Any provision of this part of the Sub-Grant Agreement, shall take precedence over the provisions of any of the Annexes.

### 17 Entry into force of the Agreement

This Sub-Grant Agreement shall enter into force after its signature by the Contractor and the Sub-Grantee legal representatives, on the day of the last signature.

Made in three originals in English.

## THE SIGNATORIES

The Contracting Parties have caused this Sub-Grant Agreement to be duly signed by the undersigned authorized representatives in three copies (3) the date written below:

Name of legal Entity:

Name of legal Representative:

Signature of legal representative:

Date:

Stamp of the organisation:

Name of legal Entity:

Name of legal Representative:

Signature of legal representative:

Date:

Stamp of the organisation:





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Articles 22 and 23 of the GA NUMBER 731349 (insert pages).

Articles 36 of the GA Number 731349 (insert pages).

Annex I EoI/AoI (the submitted INCluSilver IVS project description)

Annex II Third Party Service Provider Handbook (general conditions)

Annex III Template for e-reporting (Progress Report, Final Report)

