

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



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



1. History

The European Commission (hereinafter "EC"), and a consortium (the "INCluSilver Consortium") with SKANES LIVSMEDELS AKADEMI (SFIN) I, 8024138730, established in ANCKARGRIPSGATAN 3, MALMO 211 19, Sweden, VAT number: SE802413873001 acting as coordinator ("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-Grant") to third parties: exclusively entrepreneurs, micro, small and medium enterprises (SMEs) ("Sub-Grantees").

The INCluSilver consortium has decided to provide financial contribution for the implementation of the Project called ("the Project") as specified in Annex I, within the framework of INCluSilver and under the conditions laid down in the present 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 the present Sub-Grant Agreement. The funds received by the Sub-Grantee are owned by the EC. The Contractor is a mere holder and manager of the funds.

2. Contracting Parties

INCluSilver Implementing Body, namely the INCluSilver partner as listed in the Third Party Service Providers Handbook paragraph 1.2. and detailed below:

- Name of the Organisation in English: ATHENA RESEARCH AND INNOVATION CENTER IN INFORMATION COMMUNICATION & KNOWLEDGE TECHNOLOGIES (CORALLIA UNIT)
- Name of the authorised representative of the Organisation to sign this contract: Prof. Vassilios Makios, Corallia Head of Unit
- Name of the authorised representative for the Organisation: Dr. Nikos Vogiatzis, Corallia Chief Development and Operations Officer
- e-mail: inclusilver@corallia.org
- Country of the Organisation: Greece
- Address of the Organisation: 44, Kifissias Ave., Monumental Plaza-Building C, GR-15125 Maroussi, Greece
- Identification No. of the Organisation: #7
- VAT No. of the Organisation: EL999723442

hereinafter referred to as the "**Contractor**";

and,

SME (Coordinator/ Partner 1) being awarded with INCluSilver Innovation Voucher (name of the company in original language):

- Name of the Company in English:
- Legal Representative of the Company:



This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement n. 731349

- Name of the contact person within the company:
- e-mail:
- Tel.:
- Country of the Company:
- Address of the Company:
- Identification No of the Company:
- VAT No. of the Company:
- Bank name:
- Bank address:
- Bank Account No.:
- IBAN:

hereinafter referred to as the "**Sub-Grantee**";

the "Contractor" and "Sub-Grantee" jointly hereinafter "**Contracting Parties**".

3. Project Partners (consortium)

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

3.1 Partner 2

- Name of the Company in English:
- Legal Representative of the Company:
- Name of the contact person within the company:
- e-mail:
- Tel.:
- Country of the Company:
- Address of the Company:
- Identification No of the Company:
- VAT No. of the Company:

3.2 Partner 3

- Name of the Company in English:
- Legal Representative of the Company:
- Name of the contact person within the company:
- e-mail:
- Tel.:
- Country of the Company:



This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement n. 731349

- Address of the Company:
- Identification No of the Company:
- VAT No. of the Company:

It will be the responsibility of the Sub-Grantee to establish their own agreement(s) with these Project Partners.

4. Provision of Financial Resources

The Contracting Parties enter into Sub-Grant Agreement for the Provision of Financial Resources from INCluSilver Innovation Voucher Scheme to Sub-Grantee under the conditions and with the subject matter stipulated below; and also in accordance with the following annexes, which are an integral part of this contract:

- Annex I: AoI (the submitted INCluSilver IVS project description) and Letter for the Change of the Applied Budget
- Annex II: Third Party Service Provider Handbook (general conditions)
- Annex III: Template for e-reporting (Final Report)
- Annex IV: Articles 22, 23 & 36 of the Grant Agreement n. 731349
- Annex V: Accession Forms for Beneficiaries

5. 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 work as described in Annex I.

6. Duration

The duration of the Project shall be _____ months.

The Project is starting at _____ (after the date of entry into force of this Sub-Grant Agreement); and closing at _____ – (hereinafter referred to as the “Implementation Period”).

The reporting periods shall be the following for Annex [I] of the Sub-Grant Agreement, corresponding to the work carried out as part of the respective Vouchers granted:

- One covering the period from [dd/mm/yyyy] till [dd/mm/yyyy] and one covering the period from [dd/mm/yyyy] till [dd/mm/yyyy].

7. Obligations 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 Article 2 is the primary Sub-Grantee contact person, also considered responsible for the successful implementation of the work.



This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement n. 731349

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

- collaborate with the contact person of the Contractor named in Article 2 during the Project implementation in order to make the work successful;
- report on the activities undertaken. More specifically, the Sub-Grantee should submit
 - a Progress Report by completing the template (Annex III) and send it via e-mail to the Contractor not later than 30 days after the end of the 1st reporting period as defined in Article 6;
 - a Final Report by completing the respective template (Annex III) and send it via e-mail to the Contractor not later than 30 days after the closing date of the Project (and end of the 2nd reporting period) as defined in Article 6;
- all correspondence, including the report, documents, as well as e-mail communications, must be in English, and signed by the Sub-Grantee. The report should give the status of the execution of activities or any other related data required during and/or after the execution of the work. The report has to be approved by the Contractor before making the final payment;
- participate in e-meetings if officially required and communicated by the Contractor;
- archive all documents (including financial documents) related to the utilisation of the grant for a period of 5 years from the last payment of the grant.

The Contractor has the right 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;
- 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.

8. Financial procedures

The total sum will be paid in two instalments, following the agreed steps:

- (1) The amount of the first instalment will constitute 75% of the total budget, as applied in the AoI (see Article 9 – table below) and shall be paid to the Sub-Grantee within 30 days following the signing of the Sub-Grant Agreement.
- (2) The second and final instalment will be released 30 days after the validation of both the Progress and Final Reports by the Contractor.

All payments will be made in Euro.

The Contractor shall perform bank transfer (non-cash) transactions and 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.

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



This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement n. 731349

which are published on the INCluSilver web site. The Sub-Grantee shall be obliged to accept all such rules and principles.

9. Financial Contribution

INCluSilver contributes to the work with a requested budget of €XXX (.....euros), which is divided in the following budget lines:

| Budget lines | Applied Expenses (€) | Official documents to be attached to the Progress and Final Report |
|---|----------------------|--|
| Knowledge/service providers' fee – (Sub-Grantee is responsible for making its own contractual arrangements with Knowledge/ service providers) | | 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 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 |
| Total amount of grant | | |

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

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.

The total amount of the grant is divided between the partners of the consortium as follows:

| Partners | Amount of grant (€) |
|----------------------------------|---------------------|
| | |
| | |
| Total amount of the grant | |

10. Checks, Reviews, Audits and Investigations



This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement n. 731349

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.

11. 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 Sub-Grant Agreement, or arising in any other way out of the subject-matter of this Sub-Grant 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.

12. Use and dissemination

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

13. Information and communication

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).

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: inclusilver@corallia.org
- Post: 44, Kifissias Ave., Monumental Plaza-Building C, GR-15125 Maroussi, Greece

Any changes of persons or contact details shall be notified immediately to the Contractor. The address list shall be accessible to all concerned.

14. Applicable law and competent court



This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement n. 731349

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 Athens, Greece.

15. Intellectual Property Rights

The results of the sub-granted project shall be property of the Sub-Grantee carrying out the work.

16. 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.

17. 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.

18. Entry into force of the Agreement

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

THE SIGNATORIES

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

for the Contractor

Name of legal Entity: ATHENA RESEARCH AND INNOVATION CENTER IN INFORMATION COMMUNICATION & KNOWLEDGE TECHNOLOGIES (CORALLIA UNIT)

Name of authorised representative: Prof. Vassilios Makios

Signature of authorised representative:

Date:

Stamp of the organisation:



This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement n. 731349

for the sub-Grantee

Name of legal Entity:

Name of authorised representative:

Signature of authorised
representative:

Date:

Stamp of the organisation:

Annex I: AoI (the submitted INCluSilver IVS project description)
and Letter for the Change of the Applied Budget



This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement n. 731349

Annex II: Third Party Service Provider Handbook (general conditions)

This handbook contains all relevant information to support the implementation of
INCluSilver Innovation Voucher Scheme



This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement n. 731349

[link](#)

Annex III: Template for e-reporting (Final Report)

Final Report Template | INCluSilver Innovation Voucher Scheme

[link](#)



This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement n. 731349

Annex IV: Articles 22, 23 & 36 of the Grant Agreement n. 731349



This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement n. 731349

Annex V: Accession Forms for Beneficiaries



This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement n. 731349