

SUBGRANTING AGREEMENT

This Subgranting Agreement, hereinafter the “**Subgranting Agreement**”,

Is made on May 24, 2023

WHEREAS:

Horizon Europe (“HORIZON”) is the European Union’s (EU) key funding programme for research and innovation. Members of the European Parliament approved the new HORIZON for years 2021-2027 on the 29th of April, 2021. The relevant regulation (“Regulation”) shall be applied for Subgranting Agreements concluded in the frame of HORIZON and governs the legal relationship between the Parties. The EU published a General Model Grant Agreement (“(M)GA”) regarding HORIZON, of which the current applicable version is 1.1 (15 April 2022). The actual wording of the published document includes the full range of provisions that may be applied to any Subgranting Agreement.

The KIC LE has entered into the Partnership Agreement (“PA”) with the European Institute of Innovation and Technology (“EIT”) with the effective date of January 1, 2021 laying down the general terms and conditions under which KIC EIT Health must operate as an institutionalised European partnership;

The KIC Partner has entered into a PA Internal Agreement (“PA IA”) with the KIC LE with effective date of January 1, 2021, transposing the provisions of the PA entered into by and between EIT and the KIC LE, in the KIC’s legal and operational arrangements between the KIC LE and the KIC Partner, as required by EIT under Article 1 and Article 5.3 of the PA;

The KIC LE has entered into the Grant Agreement 2021 based on the Model Grant Agreement with EIT, laying down the provisions concerning the implementation of the KIC Business Plan through grants;

The EIT has awarded a Grant to the KIC EIT Health in accordance with and subject to the terms and conditions of the (M)GA;

The KIC Partner has acceded to the (M)GA by their signature of the Accession Form, as provided for in Article 40 and Annex 3 to the (M)GA;

The KIC Partner has set up a KAVA, being the Project “**Cross-KIC Strategic Outreach**”, hereinafter referred to as the “Project”, which is approved for funding by KIC LE and EIT.

The KIC Partner will provide financial support to the Subgrantee for its participation in the Project as a so-called third party receiving financial support;

In this Subgranting Agreement the Parties wish to lay down the contractual arrangements between them regarding their respective rights and obligations.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Article 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules of Participation for Horizon Europe or in the PA, the PA IA, (M)GA, or in the Articles of Association and the By-Laws of KIC LE, including their respective Annexes.

1.2 Additional Definitions

“EIT” shall mean the European Institute of Innovation and Technology, established by Regulation (EC) N°294/2008 of the European Parliament and of the Council of March 11, 2008, amended through Regulation (EC) No. 1292/2013 of the European Parliament and of the Commission of December 11, 2013 (“EIT Regulation”);

“EIT Health e.V.” or **“KIC LE”** shall mean the legal entity under German law, with registered office at Mies-van-der-Rohe-Straße 1, 80807 München, Germany.

“KIC EIT Health” shall mean a large scale institutionalized European partnership, as referred to in the Horizon Europe Regulation, of higher education institutions, research organisations, companies and other stakeholders in the innovation process in the form of a strategic network, regardless of its precise legal form, based on joint mid-to long-term innovation planning to meet the EIT challenges and contribute to attaining to the objectives established under the Horizon Europe Regulation, in the field of health, comprising EIT Health e.V. and the KIC EIT Health Partners (the latter are identified in the Project Grant Agreement, for the purposes of said agreement, as the **“KIC Partners”**).

“Articles of Association” shall mean the Articles of Association of EIT Health e.V.

“By-Laws” shall mean the By-Laws of EIT Health e.V.

“Partnership Agreement” or **“PA”** shall mean the agreement between the EIT and the EIT Health e.V., with the effective date as of 1 January 2021, laying down the general terms and conditions under which the KIC EIT Health must operate as an institutionalized European partnership.

“(Model) Grant Agreement” or **“(M)GA”** shall mean the agreement signed between the EIT and EIT Health e.V., laying down the provisions concerning the implementation of the KIC Business Plan through grants.

“Authorized Representative” shall mean the person or persons duly authorized to sign this Subgranting Agreement on behalf of a Party.

“Effective Date” shall mean the date first referenced above.



“Business Plan” shall mean the KIC LE’s document covering a period of up to three years, describing the KIC’s objectives, the ways to achieve them, the expected results, the planned KIC added-value activities and the related financial needs and resources, including the actions aiming to achieve financial sustainability and increase the KIC’s openness to new partners from across the Union. This document will be annexed to the Grant Agreement

“Management Board” of EIT Health e.V. shall mean the management body of EIT Health e.V. as referred to in Article 7.1.2 of the Articles of Association of KIC LE.

“Project” shall mean the set of activities as described in annexed Project Plan, attached hereto as Annex 3.

Article 2: Purpose

The purpose of this Subgranting Agreement is to lay down the contractual arrangements between the Parties regarding the participation of the Subgrantee in the Project.

Article 3: Entry into force, duration and termination

3.1 Entry into force

This Subgranting Agreement shall have effect from the Effective Date identified at the beginning of this Subgranting Agreement.

3.2 Duration and termination

3.2.1. This Subgranting Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Subgrantee for the Project under this Subgranting Agreement. The expected end date of the Project is 31 December 2022.

3.2.2. However, this Subgranting Agreement may be terminated in accordance with the terms of this Subgranting Agreement as follows:

3.2.3. KIC Partner may at any time terminate this Subgranting Agreement upon notice if the GA is terminated.

3.2.4. KIC Partner may at any time terminate this Subgranting Agreement upon notice if one of the following events occur (i) the Subgrantee is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law or (ii) a change to the legal, financial, technical, organisational or ownership situation of the Subgrantee is likely to substantially affect or delay the implementation of the Project or calls into question the decision to provide the support.

3.2.5. In the event that a Party is in breach of its obligations under this Subgranting Agreement, the non-defaulting Party will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days of this formal notice, unless such breach cannot be remedied.

If such breach is substantial and is not remedied within that period or, is not capable of remedy, the non-defaulting Party may decide to declare the Party to be a defaulting Party and to decide on the consequences thereof which may include termination upon notice.

3.3.6. Either Party may terminate this Subgranting Agreement upon notification, in the event the further implementation of the Project is prevented or delayed with more than two weeks by Force Majeure.

3.3 Survival of rights and obligations

The provisions relating to Access Rights (Article 9), non-disclosure of information (Article 10), for the time period mentioned therein, as well as for liability (Article 5), applicable law (Article 11.7) and settlement of disputes (Article 11.8) shall survive the expiration or termination of this Subgranting Agreement.

Termination shall not affect any rights or obligations of the Parties incurred prior to the date of termination, unless otherwise stipulated herein or agreed between the Parties. This includes the obligation to provide all input, deliverables and documents for the period that the Subgranting Agreement was still in force and effect.

Article 4: Responsibilities of Parties

4.1 General Principles

The Subgrantee acknowledges and agrees that KIC Partner must be able to comply with its obligations under the PA Internal Agreement and the Grant Agreement and therefore Subgrantee agrees to provide, when relevant, the rights necessary to KIC Partner to ensure compliance.

The Subgrantee acknowledges and agrees that the bodies mentioned in Article 25 of the (M)GA (e.g. EIT, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) etc) can exercise their rights also towards it as if the Subgrantee was a KIC Partner. The Subgrantee acknowledges and agrees that KIC Partner's obligations under Articles 12, 13, 14, 17.2, 18, 19 and 20 of the (M)GA also apply to the Subgrantee as if the Subgrantee was a party to the (M)GA. Furthermore, the Subgrantee acknowledges and agrees that it shall have no rights or claims to be enforced against EIT. The articles 12, 13, 14, 17.2, 18, 19 and 20 of the (M)GA are attached in Annex 1 to this Subgranting Agreement.

4.2. Implementation of the Project

The Subgrantee undertakes to take part in the efficient implementation of the Project as described in the Project Plan, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under this Subgranting Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.



The Subgrantee undertakes to notify promptly to KIC Partner any significant information, fact, problem or delay likely to affect its participation in the Project

The Subgrantee shall promptly provide all information reasonably required by KIC Partner.

4.3 Involvement of third parties

The Subgrantee shall only have the right to subcontract or assign its work or rights and obligations under this Subgranting Agreement to a third party if explicitly mentioned and approved by KIC Partner in the annexed Project Plan.

Article 5: Liability towards each other

5.1 Limitations of contractual liability

No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act or by a breach of confidentiality.

Each Party's aggregate liability towards the other Party shall be limited to the amounts due to be paid under this Subgranting Agreement, provided such damage was not caused by a willful act or gross negligence.

The terms of this Subgranting Agreement shall not be construed to amend or limit either Party's statutory liability.

5.2 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Subgranting Agreement.

5.3 Force Majeure

No Party shall be considered to be in breach of this Subgranting Agreement if it is prevented from fulfilling its obligations under this Subgranting Agreement by Force Majeure.

Each Party will notify the other Party of any Force Majeure without undue delay.

Article 6: Reporting

The Subgrantee shall co-operate with the KIC Partner to provide all information as is required to fulfil the reporting obligations towards the KIC LE and the EIT. The Subgrantee shall further comply with the applicable guidelines issued by the KIC LE for the KIC Partners to provide reports regarding technical progress and financial aspects.

Article 7: Financial provisions

7.1 General Principles



The Subgrantee shall receive financial contribution only for its tasks in the Project, carried out in accordance with Article 4.1. The subgrantee shall receive a financial contribution for its travel and accommodation costs incurring in relation to the ‘GreenScale’ programme.

The maximum amount of financial contribution to the Subgrantee under this Subgranting Agreement from the EIT funding is in total EUR 2600. Furthermore, the Subgrantee must keep the records and the original documents supporting the costs declared.

If the Subgranting Agreement is terminated before the completion of the Project, the Subgrantee shall refund all payments it has received except the amount corresponding to the costs already incurred and accepted by the KIC LE.

The following expenditures are eligible under the current agreement:

- Round-trip flights to New York (from Europe or Horizon Europe associated countries) economy class
- Travel by taxi only allowed to and from the airport, but alternatively you can use train or bus as well on this route. During the program, we reimburse you for 1 subway pass
- Accommodation in New York City.

Accommodation is a pre-booked group reservation, please get in contact with our Travel Manager: Petra Bán (petra.ban@eithealth.eu). The group reservation is EUR 1450/4 nights [Pod39](#), she is holding the rooms already. You must calculate your budget based on this amount and look for a flight to be within budget.

- It is the Participant’s responsibility to have a valid visa to enter the USA, no reimbursement is given in case of visa cancellation.

Eligible date range: 22-26th October 2023

Subgrantee must keep the records and the original documents justifying the costs declared such as tickets, boarding passes, invoices and receipts as follows:

- Flight: ticket, boarding pass, invoice
- Public transportation: ticket
- Taxi: receipt
- Accommodation: invoice

All invoices must be addressed to the Subgrantee.

7.2 Payments

The KIC Partner shall notify the Subgrantee concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references.

Payment by the KIC Partner to the Subgrantee hereunder, shall be made to the following bank account:

Bank:

Bank Address:

BIC:

IBAN:

With reference: GreenScale 2023

or any other bank account details as may be provided by the Subgrantee after the execution of this Subgranting Agreement, which new details shall only be effective five working days after receipt of written notice from the Subgrantee in that respect.

Article 8: Results

8.1 Ownership of Results

Results generated by the Subgrantee in the execution of the work under this Subgranting Agreement are owned by the Subgrantee.

The Subgrantee will inform the KIC Partner about the Results immediately and transfer ownership of its Results to the KIC Partner on a royalty free basis.

The KIC Partner shall grant to the Subgrantee non-exclusive, royalty-free and worldwide Access Rights to Exploit the Results generated by the Subgrantee, [option with/without the right to grant sublicenses].

8.2 Dissemination

Any dissemination of Results by the Subgrantee shall be subject to the prior written approval of the KIC Partner, such approval not be unreasonably withheld or delayed.

8.3. Use of names, logos, or trademarks

Nothing in this Subgranting Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of KIC LE, the KIC Partner and other KIC Partners or any of their logos or trademarks without their prior written approval.

The Subgrantee shall have the right to use the EIT Brand and the EIT Health logo, in accordance with the instructions from KIC LE.

8.4 Co-branding



8.4.1 The Subgrantee shall, starting from 1 month after from the Effective Date of this Agreement, promote the Project and its Results, as well as use the EIT Health KIC logo and the EU emblem in any communication related to the Project.

8.4.2 Subgrantee shall take into account and respect any co-branding guidelines and requirements provided and set by the EIT Health Communications team. For clarification purposes, specific guidelines and requirements may be set for different kind of activities and results, such as KAVA and start-ups created.

Subgrantee shall comply with these co-branding obligations in accordance with the monitoring processes as provided for by the EIT Health Communications team.

Article 9: Access Rights

9.1 Background included

9.1.1 In Annex 2, the Subgrantee has identified and agreed on the Background for the Project and has also, where relevant, informed the KIC Partner that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Annex 2 shall not be the object of Access Right obligations regarding Background. [option: Each Subgrantee agrees not to use, in the implementation of the Project, any unlisted Background, if such use would result in such unlisted Background being Needed by the KIC Partner for implementation of the Project or Exploitation of the Results.]

9.1.2 The Subgrantee may add further Background to Annex 2 during the Project by written notice to the KIC Partner. However, approval of the KIC Partner is needed should a Party wish to modify or withdraw its Background in Annex 2.

9.2 Access Rights

The Subgrantee grants Access Rights to Background to the KIC Partner Needed for the performance of the own work under the Project on a royalty-free basis including any rights to sublicense to any KIC Partners involved in the Project for the performance of their own work under the Project.

The Subgrantee grants Access Rights to Background to the KIC Partner if Needed for Exploitation of its own Results on Fair and Reasonable conditions including any rights to sublicense to any KIC Partners involved in the Project for the Exploitation of their own Results.

The Subgrantee grants Access Rights to Background to the KIC Partner for internal research and teaching activities on a royalty-free basis including any rights to sublicense to any KIC Partner involved in the Project.

Article 10: Non-disclosure of information

10.1 All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to the other Party (the “Recipient”) in connection with the Project during its implementation 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 thirty (30) calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the GA, for a period of 4 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party 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; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine-readable form. The Recipients 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.

10.3 The Recipient shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information 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 confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
 - the disclosure or communication of the Confidential Information is foreseen by provisions of this Subgranting Agreement, the Project Grant Agreement, PA or GA;
 - the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
 - the Confidential Information was already known to the Recipient prior to disclosure;
- or

- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Article 10.7 hereunder.

10.5 The Recipient shall apply the same degree of care with regard to 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.

10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 If either Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, 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.

Article 11: Miscellaneous

11.1 Inconsistencies and severability

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

11.2 No representation, partnership or agency

No Party shall be entitled to act or to make legally binding declarations on behalf of the other Party. Nothing in this Subgranting Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

Any notice to be given under this Subgranting Agreement shall be in writing to the addresses and recipients as listed below.

Formal notices:

If it is required in this Subgranting Agreement (that a formal notice, consent or approval shall be given, such notice shall be signed by an Authorised Representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:



Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the other Party.

11.4 Assignment and amendments

No rights or obligations of the Parties arising from this Subgranting Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Subgranting Agreement require a separate written agreement to be signed by Authorized Representatives of both Parties.

11.5 Mandatory national law

Nothing in this Subgranting Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

11.6 Language

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

11.7 Applicable law

This Subgranting Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Subgranting Agreement, which cannot be solved amicably, shall be finally settled before the courts of Brussels.

Nothing in this Subgranting Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Article 12: Signatures

AS WITNESS:

The Parties have caused this Subgranting Agreement to be duly signed by the undersigned Authorised Representatives in separate signature pages the day and year first above written.

The signature of a Party by means of a scan or digitization of the original signature (e.g. a scan in PDF format) or an electronic signature (e.g. via AdobeSign), counts as an original signature with the same validity, enforceability and permissibility. Each Party receives a fully signed copy of the Subgranting



Agreement. The transfer of this copy by e-mail or via an electronic signature system will have the same legal force and legal effect as the transfer of the original copy of the Subgranting Agreement

KIC Partner

Signature(s)

Title(s)

Name(s):

Date :

Subgrantee

Signature(s)

Title(s)

Name(s)

Date

Annex 1 – Extract (M)GA for Subgrantees

ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

The granting authority may — during the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing costs and contributions, deliverables and reports.

25.1.2 Project reviews

The granting authority may carry out reviews on the proper implementation of the action and compliance with the obligations under the Agreement (general project reviews or specific issues reviews).

Such project reviews may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiary concerned and will be considered to start on the date of the notification.

If needed, the granting authority may be assisted by independent, outside experts. If it uses outside experts, the coordinator or beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The coordinator or beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The granting authority may request beneficiaries to provide such information to it directly. Sensitive information and documents will be treated in accordance with Article 13.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with the outside experts.

For **on-the-spot** visits, the beneficiary concerned must allow access to sites and premises (including to the outside experts) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a **project review report** will be drawn up.

The granting authority will formally notify the project review report to the coordinator or beneficiary concerned, which has 30 days from receiving notification to make observations.



Project reviews (including project review reports) will be in the language of the Agreement.

25.1.3 Audits

The granting authority may carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Such audits may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the beneficiary concerned and will be considered to start on the date of the notification.

The granting authority may use its own audit service, delegate audits to a centralised service or use external audit firms. If it uses an external firm, the beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 13.

For **on-the-spot** visits, the beneficiary concerned must allow access to sites and premises (including for the external audit firm) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a **draft audit report** will be drawn up.

The auditors will formally notify the draft audit report to the beneficiary concerned, which has 30 days from receiving notification to make observations (contradictory audit procedure).

The **final audit report** will take into account observations by the beneficiary concerned and will be formally notified to them.

Audits (including audit reports) will be in the language of the Agreement.

25.2 European Commission checks, reviews and audits in grants of other granting authorities

Where the granting authority is not the European Commission, the latter has the same rights of checks, reviews and audits as the granting authority.

25.3 Access to records for assessing simplified forms of funding



The beneficiaries must give the European Commission access to their statutory records for the periodic assessment of simplified forms of funding which are used in EU programmes.

25.4 OLAF, EPPO and ECA audits and investigations

The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013 and No 2185/96
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

If requested by these bodies, the beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections — as provided for under these Regulations.

To this end, the beneficiary concerned must keep all relevant information relating to the action, at least until the time-limit set out in the Data Sheet (Point 6) and, in any case, until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

25.5 Consequences of checks, reviews, audits and investigations — Extension of results of reviews, audits or investigations

25.5.1 Consequences of checks, reviews, audits and investigations in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to rejections (see Article 27), grant reduction (see Article 28) or other measures described in Chapter 5.

Rejections or grant reductions after the final payment will lead to a revised final grant amount (see Article 22).

Findings in checks, reviews, audits or investigations during the action implementation may lead to a request for amendment (see Article 39), to change the description of the action set out in Annex 1.

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations in any EU grant may also lead to consequences in other EU grants awarded under similar conditions ('extension to other grants').

Moreover, findings arising from an OLAF or EPPO investigation may lead to criminal prosecution under national law.

25.5.2 Extension from other grants

Results of checks, reviews, audits or investigations in other grants may be extended to this grant, if:

- (a) the beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — within the time-limit for audits set out in the Data Sheet (see Point 6).

The granting authority will formally notify the beneficiary concerned of the intention to extend the findings and the list of grants affected.

If the extension concerns **rejections of costs or contributions**: the notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings
- (b) the request to submit revised financial statements for all grants affected
- (c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:
 - (i) considers that the submission of revised financial statements is not possible or practicable or
 - (ii) does not submit revised financial statements.

If the extension concerns **grant reductions**: the notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the **correction rate for extrapolation**, established on the basis of the systemic or recurrent errors and the principle of proportionality.

The beneficiary concerned has **60 days** from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method/rate**.

On the basis of this, the granting authority will analyse the impact and decide on the implementation (i.e. start rejection or grant reduction procedures, either on the basis of the revised financial statements or the announced/alternative method/rate or a mix of those; see Articles 27 and 28).

25.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 12 — CONFLICT OF INTERESTS**12.1 Conflict of interests**

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

They must formally notify the granting authority without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The granting authority may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

12.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the beneficiary may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 13 — CONFIDENTIALITY AND SECURITY**13.1 Sensitive information**

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6).

If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period.

Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:

- (a) need to know it in order to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party
- (b) the information becomes publicly available, without breaching any confidentiality obligation
- (c) the disclosure of the sensitive information is required by EU, international or national law.

Specific confidentiality rules (if any) are set out in Annex 5.

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/44433 and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority.

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

Specific security rules (if any) are set out in Annex 5.

13.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 14 – ETHICS AND VALUES**14.1 Ethics**

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

Specific ethics rules (if any) are set out in Annex 5.

14.2 Values

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

Specific rules on values (if any) are set out in Annex 5.

14.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 17 – COMMUNICATION, DISSEMINATION AND VISIBILITY**17.2 Visibility – European flag and funding statement**

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):





Funded by the
European Union



Co-funded by the
European Union



Funded by the
European Union



Co-funded by the
European Union

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

Specific rules for implementing the action (if any) are set out in Annex 5.

18.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.

ARTICLE 19 – GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

The beneficiaries must provide — during the action or afterwards and in accordance with Article 7 — any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement.

The information provided must be accurate, precise and complete and in the format requested, including electronic format.

19.2 Participant Register data updates

The beneficiaries must keep — at all times, during the action or afterwards — their information stored in the Portal Participant Register up to date, in particular, their name, address, legal representatives, legal form and organisation type.

19.3 Information about events and circumstances which impact the action

The beneficiaries must immediately inform the granting authority (and the other beneficiaries) of any of the following:

(a) **events** which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:

(i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)

(ii) *[OPTION 1 by default: linked action information: not applicable] [OPTION 2 if selected for the grant: changes regarding the linked action (see Article 3)]*



(b) **circumstances** affecting:

- (i) the decision to award the grant or
- (ii) compliance with requirements under the Agreement.

19.4 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

The beneficiaries must — at least until the time-limit set out in the Data Sheet (see Point 6) — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

In addition, the beneficiaries must — for the same period — keep the following to justify the amounts declared:

- (a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the beneficiaries' usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents
- (b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied
- (c) for the following simplified costs and contributions: the beneficiaries do not need to keep specific records on the actual costs incurred, but must keep:
 - (i) for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared
 - (ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in Annex 1

(iii) for financing not linked to costs (if any): adequate records and supporting documents to prove the achievement of the results or the fulfilment of the conditions as described in Annex 1

- (d) for unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices (if any): the beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Articles 6.1 and 6.2.

Moreover, the following is needed for specific budget categories:

- (e) for personnel costs: time worked for the beneficiary under the action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the granting authority may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance

- (f) additional record-keeping rules: not applicable.

The records and supporting documents must be made available upon request (see Article 19) or in the context of checks, reviews, audits or investigations (see Article 25).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Article 25), the beneficiaries must keep these records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.

20.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ANNEX 2 –PROGRAMME DESCRIPTION

GreenScale is a 360° tailor-made startup support programme that empowers leading European technologies to scale and penetrate the dynamic **Tri-State and USA east coast market**. Join us for GreenScale 2023, a game-changing initiative focused on three high-growth green and climate tech sectors: Decarbonizing City-Regions, Energy, and smart manufacturing. Through GreenScale, your startup will gain access to an unparalleled suite of comprehensive support services designed to drive your scaling journey. Benefit from our extensive network of industry experts who will provide invaluable mentorship, guidance on site selection, and connections to potential customers.

With a Two-month virtual and in-person activities, including an exciting **Regional Roadshow and Demo Day in the heart of NYC**, GreenScale strategically and effectively prepares and enhances startups' ability to penetrate and scale into Tri-State and the USA's east coast markets. Leverage our partnership network and international experts to accelerate your growth and achieve market domination.

Prepare to be inspired by our stellar lineup of speakers, including renowned experts in Decarbonizing City-Regions, Energy, and Smart Manufacturing. Gain insights from successful startups that have conquered new markets while global professionals specializing in IP, regulation, business development, and branding guide you toward success. Master the art of storytelling and Demo Day preparation through engaging workshops led by industry leaders.

'GreenScale will take place between 12 September – 14 November 2023, including a regional Roadshow and a Demo Day in NYC between 22-26 October 2026.

ANNEX 3 – PAYMENT CONDITIONS AND BANK ACCOUNT

- I. The Travel and Accommodation Support Report (Annex 2) must be submitted no later than 30 days after the New York visit (November 26 2023). Reports that were submitted after the deadline will not be eligible for reimbursement.
- II. Payment Schedule: the financial support granted to the Subgrantee is provided within 30 days after submission and acceptance of the Travel and Accommodation Support Report.
- I. **Subgrantee's Bank Account:**
 - Account-holder:** _____
 - IBAN:** ____
 - BIC:** _____
 - Bank:** _____
 - Bank Address:** _____

ANNEX 4 – Accommodation and Travel Support Report

****This part is to be filled out after the programme**

Contact

Subgrantee's name:		Phone:	
Email:		Address:	

Actual use of funding

Invoice date and number	Subject	Net value	VAT value	Gross value (in original currency)	Currency	Exchange rate (exchange rate based on the issuance date of the invoice)	Gross value EUR
TOTAL Travel and Accommodation Costs in EUR							

Exchange rate to be used:

https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html

Place and date

Signature