SUB-GRANT AGREEMENT FIERCE

2nd Open Call
for
the Financial Support Programme

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Concluded by and between:
Q-PLAN INTERNATIONAL ADVISORS PC (QPL), established in 11 EL VENIZELOU STR, KALAMARIA, THESSALONIKI 551 33, Greece, VAT number: EL099866632 - **Consortium Coordinator**
NOVASPACE GMBH (NVS), established in RUMFORDSTRASSE 10, 80469, MUNCHEN, Germany, VAT number: DE350256585 - **Consortium Partner**
FUNDINGBOX ACCELERATOR SP ZOO (FBA) with its registered office in Warsaw, at Postępu 15, 02-676; Warsaw, Poland, entered into the Register of companies kept by the District Court for the Capital city of Warsaw, 12th Commercial Division of the National Court Register, under KRS no. (National Court Register No.) 0000447935, VAT number: PL7010366812, with a share capital of PLN 180.000,00 - **Consortium Partner**
EUROPA MEDIA SZOLGALTATO NON PROFITKOZHASZNU KFT (EMNP), established in ZAHONY UTCA 7, 1031, BUDAPEST, Hungary, VAT number: HU21905955 - **Consortium Partner**
TECH TOUR GLOBAL EOOD (TTG), established in 111 TSARIGRADSKO SHOSSE BLVD SOFIA TECH PARK INCUBATOR FLOOR 1, 1784, SOFIA, Bulgaria, VAT number: BG203824541- **Consortium Partner**
EIT RAW MATERIALS GMBH (EIT-RM), established in EUROPAPLATZ 2, 10557, BERLIN Germany, VAT number: DE301692026 - **Consortium Partner**
DRAXIS RESEARCH VENTURES ASTIKI MI KERDOSKOPIKI ETAIRIA (DREVEN), established in THEMISTOKLI SOFOULI 54-56, 54655, THESSALONIKI, Greece, VAT number: EL996842204 - **Consortium Partner**

forming the **FIERCE Project Consortium** and represented for the purposes of signing the Agreement by **FUNDINGBOX ACCELERATOR SP ZOO** with its registered office in Warsaw (FBA) - represented by Tomasz Mazuryk - board member - Consortium Partner hereinafter referred to as **Contractor**.

and

[FSTP BENEFICIARY NAME] a private company organised under the laws of [COUNTRY] established in [ADDRESS – STREET, POSTCODE, CITY, COUNTRY], with VAT nr [TAX IDENTIFICATION NUMBER] duly represented by [PERSON OF REPRESENTATION WITH FUNCTION], hereinafter referred to as the **Beneficiary**.

hereinafter **Contractor** and **Beneficiary** each individually referred to as a **Party** and collectively as **Parties,**

have agreed to enter into Agreement with the terms and conditions below.

Article 1 SUBJECT OF THE AGREEMENT, GRANT

1. The Agreement sets out the terms and conditions of awarding and paying the grant to the Beneficiary and the Beneficiary's participation in the FIERCE 2nd Open Call for the Financial Support Programme (also the **Programme**).

2. The grant is awarded for [beneficiary's project name] (the Project), which was selected through the FIERCE 2nd Open Call for the Financial Support Programme specifically - for purchasing the services outlined in the Transformation Plan, which will be delivered to the Beneficiary by External Services Providers (hereinafter "**Services"**) (once the Transformation Plan is accepted, it shall become an Annex no 1 to this Agreement).

Article 2 DURATION AND STARTING DATE OF THE PROJECT

1. The duration of the entire FIERCE 2nd Open Call for the Financial Support Programme is **up to 6 (six) months**, starting from [start date] (the **Starting Date**) to [end date] (**the End Date**) - the Project Period. Within the Project Period, the Beneficiary shall purchase the Services and these services shall be delivered in full.
2. The Beneficiary may apply for an extension of the Project Period if there are objective conditions which prevent its implementation in time. The Beneficiary's request should indicate the circumstances justifying the extension and the period for which the Project should be extended.
3. Presented circumstances of an extension will be assessed by the Selection Committee. Extensions may be granted for a specific time, but no later than 1 month before the FIERCE Project end date.
4. The expected end of the FIERCE Project is the **31st of October, 2027,** although it might be extended. FBA will inform the Beneficiary about the exact end date of the FIERCE Project.

Article 3 ELIGIBILITY CONDITIONS, CONFLICT OF INTEREST

1. By signing the Agreement, the Beneficiary declares that it meets the eligibility conditions for participation in the FIERCE 2nd Open Call for the Financial Support Programme as defined in the FIERCE 2nd Open Call for the Financial Support Programme Guide for Applicants and stated in the Application form (Annex no 2 to this Agreement).
2. In particular, the Beneficiary confirms that:
   a. information concerning its legal status provided to the Contractor is correct, complete and up-to-date;
   b. all the data included in the formal check form are true, correct, complete and up to date;
   c. it has not received any other EU grant for the Project and will give notice of any future EU grants related to this Project awarded to the Beneficiary;
   d. it has stable and sufficient sources to maintain the activity throughout the action and to provide any counterpart funding necessary and has or will have the necessary resources needed to implement the Project;
   e. it is not excluded from the possibility of obtaining EU funding under the provisions of either national and EU law, or by a decision of either national or EU authority;
   f. the Project is not excluded under the provisions of Article 18 or 19 of Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April(ethics);
   g. the Beneficiary (or person with unlimited liability for its debts) is not subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.);
   h. it is not in breach of social security or tax obligations;

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i. It is not listed on the EU sanction list, which means that it is not subject to EU restrictive measures under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty;

j. it is not (or persons having powers of representation, decision-making or control, beneficial owners or persons who are essential for the award/implementation of the grant) in one of the following situations:
i. being guilty of grave professional misconduct, having committed fraud, having links to a criminal organisation, being involved in corruption, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking,
ii. showing significant deficiencies in complying with the main obligations under an EU procurement contract, grant agreement or grant decision,
iii. being guilty of irregularities within the meaning of Article 1(2) of Regulation No 2988/95,
iv. being established in another jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (including the establishment of another entity with this purpose);

k. Project developments are free from third-party rights, or those third-party rights are clearly stated and are not subject to any dispute or claims by third parties;

l. the Project is based on the Beneficiary's original works, or the Beneficiary may use the works constituting the basis of the Project and any foreseen developments of such works are free from third-party claims, unless stated otherwise, and they are not subject to any dispute or claims by third parties.

3. The Beneficiary hereby declares a lack of any conflict of interest with any of the FIERCE Consortium Members. A conflict of interest means any situation where the impartial and objective nature of the awarding of a grant for the Beneficiary's project is compromised for reasons related to economic interest, political or national affinity, family or emotional ties or any other shared interest. The Beneficiary is obliged to inform the FIERCE Consortium about any existing or occurring conflict of interest and immediately take all the necessary steps to manage the situation as instructed.
4. If a Beneficiary breaches any of its obligations under this Article, the grant may be reduced and other measures described in Articles 20-24 may apply.

Article 4 GRANT AMOUNT

1. The maximum grant amount is [grant amount from application form] to purchase the Services from the External Service Provider(s) (**no extra costs are reimbursed**), as it is provided in the Application form. The exact amount of the grant awarded to the Beneficiary will be indicated in the Project Budget included in the Transformation Plan, for which supporting documentation, such as the Offer for Services if requested, must be provided. However, total funding from FIERCE 2nd Open Call for Financial Support Programme **shall not exceed 50 000 EUR**, with specific limitations on the amounts within the Transformation Voucher category as follows:

Ideation Projects	Scale-up projects	Commercialisation projects
Voucher value: **up to 25 000 EUR**	Voucher value: **up to 50 000 EUR**	Voucher value: **up to 25 000 EUR**

The grant will be paid as lump sum voucher(s)[1] following the conditions set out in this Agreement and its Annexes.

2. Payment of the grant to the Beneficiary depends on the proper implementation of the Project and will be subject to successful completion of the Milestone review process, consisting of 2 stages:
   a. **1st Milestone Review** - delivery of the Transformation Plan with the Project Budget and the Offer for Services (if requested); then evaluation of these deliverables by the Lead Mentor and validation by the Selection Committee. Once validated (based on criteria described in Article 4, Section 3), the Beneficiary can continue the Project and proceed to contracting with the External Service Provider(s). **No payment at this stage.**
   b. **2nd Milestone Review**- completion of the Project, delivery of the Proof of Delivery of the Services and completed report and delivery/completion of other deliverables as described in the Transformation Plan; then evaluation of these deliverables by the Lead Mentor and validation by the Selection Committee (based on criteria described in Article 4, Section 3). **The grant payment is made only after successful completion and approval of this stage**.
3. The Selection Committee will validate the Transformation Plan and the completed report, as described above in Article 4 section 2, based on the following criteria:

   - **Deliverables quality (weight 90%) – max 9 points**
   - **Deadline Compliance (weight 10%) – max 1 point**

Total Score: **10 points (Threshold: 7 points)**

4. The Project shall be assessed as a whole and not on a service-by-service basis. Where the Beneficiary has selected more than one Service, including the involvement of one or more corresponding External Service Providers, the assessment shall be carried out on the basis of the overall implementation of all selected Services. Failure to fully deliver one or more selected Services shall not result in separate assessments but may give rise to a proportional reduction of the grant in accordance with Articles 7.2 and 23.1 .
5. The threshold to continue participation in the Programme and/or receive the full payment (100%) is 7 points. If the Project is evaluated below the threshold, the Selection Committee will take into consideration all possible objective reasons for underperformance (i.e. external factors which might have influenced the Beneficiary's performance) and will put special attention on the Projects scored below 7 points. The Selection Committee will make the final decision regarding the continuation in the Programme and/or approval of the payment.
6. Eligible costs are costs related to tasks that have been properly implemented, in line with the Transformation plan, and accepted by the Selection Committee and incurred during the Programme Period. It is expressly stipulated that 100% of the grant amount shall be exclusively allocated to the External Service Provider(s) (ESP), and no reimbursement shall be made for any costs other than those incurred for the provision of the Services.

[1] The lump sum is a simplified method of settling expenses in projects financed from Horizon Europe funds. Under this method, the Beneficiary is not required to present strictly defined accounting documents to prove the cost incurred (e.g. invoices) but is obliged to demonstrate the implementation of the project in line with the budget and milestones set for the Project. The lump sum does not release the Beneficiary from the obligation to collect documentation to confirm the costs under fiscal regulation.

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7. Ineligible costs are:
   a. costs that do not comply with the conditions set out above;
   b. costs declared under another publicly funded grant
   c. costs incurred outside the Project Period.
8. The Beneficiary acknowledges that the "no double funding" rule applies to the awarded grant. "Double funding" means the situation where the same costs for the same activity are funded twice through the use of public funds. It is a fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity can be funded twice from the EU budget. It is not allowed in any circumstances. The Beneficiary undertakes to follow this rule. The Beneficiary cannot use money received within the FIERCE Project to cover activities other than those related to the Project.
9. The Beneficiary is responsible for paying all national contributions and taxes due, if any.
10. During the Programme, the Contractor will provide the Beneficiary also with non-financial support in the form of Mentoring sessions - the Lead mentor will make the follow-up on the Beneficiary Project and Service validation. Total support 12 hours per beneficiary (on average) with the assigned Lead Mentor.

Article 5 PAYMENT SCHEDULE

1. The payment corresponds to the lump-sum value defined in the approved Transformation Plan, which is based on the service budgets validated through quotations collected during the application and matchmaking phases.
2. The grant will be paid in one instalment, at the end of the Project Period (after the 2nd Milestone Review) upon successful achievement of both Milestones Review stages by the Beneficiary and validation of the deliverables by the Selection Committee as stated in Article 4 above.
3. The Beneficiary may participate in more than 1 Transformation Project under the FIERCE 2nd Open Call for Financial Support. However, the commencement of any subsequent Transformation Project shall be contingent upon the successful completion of the Milestone Review for the preceding Transformation Project and, where applicable, the execution of the corresponding subgrant agreement. Furthermore, all such Transformation Projects must be fully completed within the overall duration of the Financial Support Programme, which is no more than 6 months.
4. The Payment will be made into the bank account indicated in the Bank Identification Form, being an Annex 3 to this Agreement. The Payment shall be considered to have been carried out on the date when it is debited from the account of FBA.
5. The Payment will be made in euros. The Beneficiary shall provide a bank account denominated in euros; otherwise, the Beneficiary will bear the currency conversion costs.
6. The grant received by the Beneficiary is owned by the European Commission (EC) until the final payment (payment of the balance) for the whole FIERCE Project. The Contractor is a mere holder and manager of the funds.
7. Neither the Contractor nor any of the Consortium Partners may be held liable for any failure to transfer payments as a result of:
   a. lack of funds in the FBA bank account from which payments are made;
   b. delay in making the grant payments arising from factors beyond FBA's control;
   c. suspension or termination of FIERCE grant agreement No. 101177496.

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Article 6 COMMUNICATION BETWEEN THE PARTIES

1. Unless stated otherwise, communication under the Agreement (requests, submissions, formal notifications etc.) must be made in writing. For the purposes of this Agreement, the written form shall be deemed to include e-mail communication sent to the e-mail addresses indicated below.
2. Parties appoint the following persons authorised to communicate:
   a. for the Beneficiary: [authorised person – name and email]
   b. for the Contractor: [authorised person – name and email]
3. Change of contact persons and/or their email addresses does not constitute an amendment to the Agreement and may be made in the form of a notification sent to the email address of the other Party.
4. E-mail communication is considered to have been made once it is sent by the sending Party (i.e. on the date and time it is sent). Communication is considered to have been received on the date and time of receipt by the receiving Party. In the absence of confirmation of the receipt, communication is considered to have been received 3 days after it was sent.
5. Formal notifications on paper sent by registered post are considered to have been made on either: the delivery date registered by the postal service or the deadline for collection at the post office.
6. English is the only official language of the Programme and this Agreement. This means that all documents, deliverables, reports, etc., as well as the whole communication, shall be in English.
7. Formal notifications on paper addressed to the Contractor must be sent to the Contractor's correspondence mailing address: **ul. Dworcowa 7, room 218, 62-020 Swarzędz, Poland**
8. Formal notifications on paper addressed to the Beneficiary must be sent to [the Beneficiary's correspondence mailing address/ specified in the commencement] or [Beneficiary's FULL address for correspondence].

Article 7 BENEFICIARY'S OBLIGATIONS

1. The Beneficiary has full responsibility for implementing the Project in compliance with the provisions of the Agreement and its Annexes and all legal obligations under applicable EU, international and national law.
2. If the Beneficiary fails to properly implement the Project (or part of it), the corresponding financial support will be rejected as ineligible and the grant will be reduced proportionally.
3. The Beneficiary shall take all measures to promote equal opportunities and gender equality during Project implementation. It must aim, to the extent possible, for gender balance at all Project levels, including at supervisory and managerial levels.
4. The Beneficiary is also responsible for:
   a. monitoring the Project's proper implementation;
   b. providing in good time any required documents or information to the Contractor;
   c. informing the Contractor immediately of any events or circumstances likely to significantly affect or delay the implementation of the Project;
   d. informing the Contractor immediately of any changes in its legal, financial, technical, organisational or ownership situation;
   e. informing the Contractor immediately of any circumstances affecting the grant award decision or compliance with the Agreement.
5. If the Beneficiary breaches its obligation arising from this Agreement, the grant may be reduced and the Contractor may apply other measures described in Articles 20 to 24.

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6. The grant provided upon this Agreement is funded within the Horizon Europe programme, therefore the Beneficiary has certain obligations towards the European Commission (see Article 8, Section 2 and Articles 9 - 14).

Article 8 RESOURCES TO IMPLEMENT THE PROJECT — THIRD PARTIES INVOLVED IN THE PROJECT

For the purposes of implementing the Project, the Beneficiary will purchase the Services provided by the External Service Providers, ensuring the best value for money or, if appropriate, the lowest price. In doing so, it must avoid any conflicts of interest.

Article 9 GENERAL OBLIGATION TO INFORM and KEEPING RECORDS

1. The Beneficiary must provide, during the implementation of the Project and 6 (six) years after the FIERCE project ends, upon request of the Contractor or EC, any information or documentation requested to carry out:
   a. the verification of proper implementation of the Project by the Beneficiary (including achievement of both Milestone Reviews stages and validation of deliverables (in particular the Proof of Delivery of Services and a completed report), lack of double funding, compliance with obligations under the Agreement);
   b. statistical analyses and evaluation (of e.g. project results and impact, Beneficiary's further growth and project development, for example, further investments, grants etc.);
2. If there are ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings from other grants to this grant), the Beneficiary must keep the records and other supporting documentation until such checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement are resolved.
3. The Beneficiary must keep the original documents. Digital and digitised documents can be considered originals if authorised by the applicable national law. The Contractor may accept copies of documents if it considers that they offer a comparable level of assurance.
4. The Procedure described in Articles 10 and 11 applies accordingly.

Article 10 CHECKS, REVIEWS, AUDITS, AND INVESTIGATIONS

1. The EC may, during the implementation of the Project and/or afterwards, carry out checks/investigation reviews and/or audits concerning the Project to ensure its proper implementation and compliance with the obligations under the Agreement and applicable EU law.
2. Checks/reviews/audits/investigations will be formally notified to the Beneficiary and will be considered to have started on the date of the formal notification.
3. The Beneficiary must cooperate diligently and provide, within the deadline requested, any information and data related to the Project implementation (including information on the use of resources).
4. All information provided must be accurate, precise, complete and in the format requested, including electronic format. The Commission may also request additional information.
5. Checks/reviews/audits/investigations may be started up to three years after the end of the FIERCE project.
6. The EC may carry out checks/reviews/audits/investigations directly (using its own staff) or may be assisted by independent, outside experts. If it uses outside experts, the Beneficiary will be informed and has the right to object to the

appointment of such external entities on grounds of commercial confidentiality or conflict of interest.

7. The Beneficiary may be requested to participate in meetings, including with external experts.
8. For on-the-spot checks/reviews/audits/investigations, the Beneficiary must allow access to its sites and premises, including to the outside experts or bodies, and must ensure that the information requested is readily available.
9. Checks/reviews/audits/investigations (including review reports) will be in the language of the Agreement.
10. EC may also access the Beneficiary's statutory records.
11. The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards:
    a. the European Anti-Fraud Office (OLAF) under Regulations No 883/2013 and No 2185/9620,
    b. the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939,
    c. 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 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)
12. The Beneficiary who uses third parties in the Project implementation should ensure that those third parties will make it possible to conduct the above-mentioned checks/reviews/audits/investigations.
13. 13. In the case of the EC, OLAF, EPPO, ECA, and any other authorised EU or national authority, their appropriate procedures might be applied.

Article 11 CHECKS, REVIEWS, AUDITS, AND INVESTIGATIONS — FIERCE CONSORTIUM'S RIGHTS

1. The FIERCE Consortium may, during the implementation of the Project and three years after the end of the FIERCE project, review the proper implementation of the Project and its compliance with the obligations under the Agreement.
2. Proceeding on behalf of the FIERCE Consortium may be performed by the FSTP Leader, Consortium Coordinator or another partner indicated by the FIERCE Consortium.
3. Article 10 should be applied accordingly.
4. The FIERCE Consortium will formally communicate the review results to the Beneficiary. The Beneficiary may formally respond to the review report within 30 days ('contradictory review procedure').

Article 12 CONSEQUENCES OF CHECKS, REVIEWS, AUDITS, AND INVESTIGATIONS — EXTENSION OF RESULTS OF REVIEWS, AUDITS OR INVESTIGATIONS

1. Findings in checks, reviews, audits or investigations carried out in the context of this Agreement may lead to the rejection of costs, reduction of the grant, recovery of undue amounts, termination of the Agreement or to any other measures stated in the applicable law.
2. Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may lead to reviews and withdrawal, among other things, of other EU grants awarded under similar conditions ('extension to other grants').

3. Moreover, findings arising from an OLAF or EPPO investigation may lead to criminal prosecution under national law.
4. The EC, OLAF, EPPO, ECA and any other authorised EU or national authority may extend findings from other grants to this grant ('extension of findings from other grants to this grant') if the Beneficiary 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.
5. The extension of findings may lead to the consequences described in section 1 of this Article.
6. The Beneficiary will be formally notified of the list of irregularities and actions taken (in particular, the rejection of costs, the reduction of the maximum grant amount or the termination of the Agreement).

Article 13 EVALUATION OF THE IMPACT OF THE PROJECT

1. The Contractor or EC may carry out interim and final evaluations of the impact of the Project measured against the objectives and indicators of the EU programme.
2. Evaluations may be started during the implementation of the Project and up to 6 (six) years after the FIERCE project ends. The evaluation is considered to start on the date of the formal notification to the Beneficiary.
3. The Contractor or EC may be assisted by independent outside experts.
4. The Beneficiary must provide any information relevant to an evaluation of the impact of the project, including information in electronic format.

Article 14 ETHICS AND RESEARCH INTEGRITY

1. The project must be carried out in line with the highest ethical standards (including the highest standards of research integrity) and the applicable EU, international and national law, including the EU Charter of Fundamental Rights and the European Convention for the Protection of Human Rights and Fundamental Freedoms and its Supplementary Protocols, and ethical recommendations indicated in an ethical report (if such a report was issued) or in the signed statement, if such a statement was requested and signed.
2. The Beneficiary commits to and ensures 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).
3. No funding can be granted, within or outside the EU, for activities that are prohibited in all Member States. No funding can be granted in a Member State for an activity which is forbidden in that Member State.
4. The Beneficiary must take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers 2005/251/EC of 11 March 2005, in particular regarding:

- working conditions
- transparent recruitment processes based on merit, and
- career development.

The Beneficiary must ensure that researchers and all participants involved in the Project are aware of them.

5. The Beneficiary must ensure that the activities under the Project have an exclusive focus on civil applications.
6. Before starting an activity raising an ethical issue, the Beneficiary shall obtain all approvals or other mandatory documents, notably from any (national, local, European) ethics committee or other bodies such as data protection authorities.

Article 15 CONFLICTS OF INTEREST

1. The Beneficiary must take all measures to prevent any situation where the

impartial and objective implementation of the Project is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest (conflict of interest). In particular, the no-conflict-of-interest rule applies to purchases of goods and services, using subcontractors and relations between the Beneficiary and each of the FIERCE Consortium partners.

2. The Beneficiary shall formally and promptly notify the Contractor of any situation which constitutes or is likely to lead to a conflict of interest and shall immediately take all necessary steps to rectify the situation.
3. The Contractor may verify that the measures taken are appropriate and may require additional measures within a specified deadline.

Article 16 FORCE MAJEURE

1. 'Force majeure' means any situation or event that prevents either Party from fulfilling their obligations under the Agreement and is an unforeseeable, exceptional situation beyond the Parties' control and proves to be inevitable despite exercising all due diligence.
2. Any situation constituting force majeure must be formally notified to the other Party without
3. delay, stating the nature, likely duration and foreseeable effects.
4. The Party must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the project as soon as possible. The Party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

Article 17 CONFIDENTIALITY

1. Sensitive Information is all information that a Party 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 project and for at least 10 years after the end of the Project Period.
2. The Parties hereby undertake for a period of 10 years after the end of the Project Period:
   a. not to use Sensitive Information other than for the purpose for which it was disclosed;
   b. to use Sensitive information only to implement the Agreement unless otherwise agreed between the Parties;
   c. not to disclose Sensitive Information without the prior written consent of the Disclosing Party;
   d. to ensure that internal distribution of Sensitive Information by a Recipient shall take place on a strictly need-to-know basis; and
   e. to return to the Disclosing Party, or destroy, upon request, all Sensitive Information that has been disclosed to the Recipients, including all copies thereof and to delete all information stored in machine-readable form as much as practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Sensitive Information due to compliance with applicable laws and regulations or compliance with ongoing 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.
3. The Recipients shall be responsible for the fulfilment of the above obligations on behalf 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 Period as well as after the termination of the contractual relationship

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with the relevant employee or third party.

4. The Contractor may disclose Sensitive Information to its staff, other EU institutions and bodies. It may disclose Sensitive Information to third parties, if:
   a. this is necessary to implement the Agreement or safeguard the EU's financial interests and
   b. the recipients of the information are bound by an obligation of confidentiality.
5. Under the conditions set out in Article 41 of the Regulation No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe, the Beneficiary shall grant access to their results on a royalty-free basis to the Union institutions, bodies, offices or agencies for developing, implementing and monitoring Union policies or programmes. Such access rights do not extend to the Beneficiary's Background. Access shall be limited to non-commercial and non-competitive use.
6. The above shall not apply to the disclosure or use of Sensitive Information, if and insofar as the Recipient can show that:
   a. the Sensitive Information has become or becomes publicly available without breaching any confidentiality obligations;
   b. the Recipient is required to disclose the Sensitive Information to comply with applicable EU, international or national laws or regulations or with a court or administrative order. If any Party realises that it will or may be required to disclose Sensitive Information 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, before any such disclosure:
      i. notify the Disclosing Party, and
      ii. comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
   c. the Disclosing Party agrees to release the information to another party,
7. The Recipient shall apply the same degree of reasonable care about the Sensitive Information disclosed within the scope of the Project as with its own confidential and/or proprietary information.
8. Each Beneficiary shall promptly advise the Disclosing Party in writing of any unauthorised disclosure, misappropriation or misuse of Sensitive Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
9. In addition to the confidentiality obligations of this Article, and if it is considered that the confidentiality obligations above do not provide sufficient protection, either Party may request the Beneficiary/Consortium Partner to enter into a specific NDA to safeguard the requesting Party's confidential and proprietary information disclosed for the purposes of the Project.

Article 18 PROMOTING THE PROJECT — COMMUNICATION, DISSEMINATION AND VISIBILITY OF EU FUNDING

1. The Beneficiary must promote the Project and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic, coherent and effective manner.
2. Before engaging in a communication/dissemination activity expected to have a major media impact, the Beneficiary must inform the Contractor about it.
3. Any infrastructure, equipment, vehicles, supplies, information material or major results funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate) and also the FIERCE Project logo:

and include the following disclaimer (translated into local languages where appropriate):
"Funded by the European Union. Views and opinions expressed are, however, those of the author(s) only and do not necessarily reflect those of the European Union or European Commission. Neither the European Union nor the granting authority can be held responsible for them."

4. The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text. When displayed together with other logos, the emblem must be displayed at least as prominently and visibly as the other logos.
5. Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.
6. 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.
7. For the purposes of their obligations under this Article, the beneficiary 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.
8. Beneficiary authorises the Contractor to use its logotype and non-confidential data for promotional purposes, dissemination activities and Consortium Partners marketing purposes (including also activities outside FIERCE project scope).

Article 19 LIABILITY FOR DAMAGES

1. Liability of the Contractor or a FIERCE Consortium Partner:
   a. The **Contractor** or any **Consortium Partner** cannot be held liable for any damage caused to the **Beneficiary** or to third parties as a consequence of implementation of the Agreement;
   b. The **Contractor** or a **Consortium Partner** cannot be held liable for any damage caused by the **Beneficiary** or other participants involved in the Project, as a consequence of implementation of the Agreement.
2. Liability of the Beneficiary:
   a. The **Beneficiary** must compensate the **Contractor** or a respective **Consortium Partner** for any damage it sustains as a result of the implementation of the Project or because the Project was not implemented in full compliance with the Agreement (in particular in case of false statements or information regarding Beneficiary eligibility).
3. Except for the duty of confidentiality, the Parties' liability for damages is limited to direct loss but does not extend to consequential loss, such as interruptions in production or other operating losses, loss of revenue or profit, or other indirect losses. The Parties' liability is limited to the amount of the grant, provided such damage was not caused by a willful act or gross negligence.
4. The terms of this Agreement shall not be construed to alter or limit the statutory liability of either Party.
5. The EC is not a Party to this Agreement. Therefore, the EC cannot be held liable for any damage, including gross negligence, caused to the Beneficiary or to third parties as a consequence of implementing the Agreement.
6. The EC cannot be held liable for any damage caused by the Beneficiary or third parties

involved in the Project, as a consequence of implementing the Agreement.

Article 20 TERMINATION OF THE AGREEMENT

1. Either Party may terminate the Agreement.
2. The Beneficiary has the right to terminate the Agreement at any point in time, by formally notifying the Contractor of such termination, stating its reasons.
3. The termination will take effect on the day specified in the notification. This date must be after the notification.
4. The Contractor may terminate the Agreement if:
   a. the Beneficiary no longer meets the eligibility conditions, in particular as described in Article 3;
   b. the Beneficiary has significantly delayed the implementation of the Project or hasn't started its implementation within 2 weeks from the Starting Date;
   c. the Beneficiary fails to comply with its obligations regarding the double funding prohibition rule,
   d. the Contractor assesses any continuation of the Project by the Beneficiary as being unfounded because of the dismissive attitude of the Beneficiary or lack of engagement by the Beneficiary in the Project (such decision should be made by the Selection Committee and it is final);
   e. the Beneficiary failed to achieve its deliverables or implement ethical recommendations within agreed deadlines;
   f. the Beneficiary has not provided the Proof of Delivery and completed the report within 30 (thirty) days after the end of the Project Period.
   g. the grant is used by the Beneficiary in violation of the FIERCE project and Horizon Europe fundamentals (for example, the resources are transferred outside of the eligible countries).
5. The Beneficiary may not claim damages due to termination by the Contractor.
6. Termination does not affect the provisions that normally continue to apply after the end of the Project, in particular: keeping records and other supporting documentation, submitting itself to checks, reviews, audits, and investigations, complying with the rules on the management of intellectual property, background, and results, maintaining confidentiality, promoting the Project and publicly display references to the EU funding, not assigning claims for payment, calculation of the grant, recovery of payments already made, consequences of non-compliance, payments (if there is any payment due only), claims, recovery of the grant, liability for damages, applicable law.

Article 21 SUSPENSION OF PAYMENTS

1. The Contractor may suspend payments if the Contractor has justified doubts regarding the implementation of the Project by the Beneficiary. The suspension will take effect the day after the confirmation email is sent (or on a later date specified in the letter).
2. If the conditions for resuming payments are met, the suspension will be lifted. The Contractor will formally notify the Beneficiary of this fact.

Article 22 REJECTION OF INELIGIBLE COSTS

1. The Contractor will reject any costs which are ineligible, in particular following checks, reviews, audits or investigations.
2. If the Contractor rejects costs, it will deduct them from the costs declared in the Project budget and then calculate the amount due (and, if needed, make a recovery).
3. If the rejection of costs does not lead to a recovery, the Contractor will formally notify the Beneficiary of the rejection, the amounts and the reasons why. The

Beneficiary may — within 7 calendar days of receiving notification — submit observations if it disagrees with the reduction.

Article 23 REDUCTION OF THE GRANT

1. If the Project is not fully executed or the Beneficiary fails to execute its obligations resulting from this Agreement, the Contractor may decide to reduce the grant proportionally. In such a case, it will deduct the reduction and then calculate the amount due (and, if needed, make a recovery).
2. If the Contractor reduces the grant after the payment of the grant, it will calculate the revised final grant amount. If the revised final grant amount for the Beneficiary is lower than the grant paid, the Beneficiary is obliged to return the amount indicated in the return notice.

Article 24 RECOVERY OF UNDUE AMOUNTS

1. The Contractor will claim back any amount that was unduly paid or must be returned due to the grant reduction(it might also happen after the completion of the Project).
2. If the payment is not made by the date specified in the debit note, the Contractor will recover the amount by taking legal action in accordance with the relevant national law.
3. The Contractor may offset the due amount, without the Beneficiary's consent, against any amounts owed to the Beneficiary by the FIERCE Consortium.
4. If the payment is not made by the date specified in the debit note, the amount to be recovered will be increased by late-payment interest (from the day following the due date for payment up to and including the date of payment).
5. Partial payments will be first credited against expenses, charges, and late-payment interest and then against the principal.
6. The Beneficiary bears all costs incurred in the recovery process by the Contractor.

Article 25 PROCESSING OF PERSONAL DATA

1. Any personal data under the Agreement will be processed in accordance with applicable EU and national data protection law. Such data will be processed by the Contractor for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interests of the EU (including checks, reviews, audits, and investigations).
2. The persons whose personal data are processed have the right to access and amend their own personal data.
3. The Beneficiary must process personal data under the Agreement in compliance with applicable EU, international and national law on data protection (in particular, Regulation 2016/679).
4. The Beneficiary may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. The Beneficiary must ensure that the personnel are under a confidentiality obligation.

Article 26 BACKGROUND and OWNERSHIP OF RESULTS

1. Results mean any (tangible or intangible) effect of the Project, such as data, know-how or information of whatever form or nature, whether protected or not, as well as any rights attached to them, including intellectual property rights.
2. Results and intellectual property rights are owned by the Party that generates them.

Article 27 PROTECTION, EXPLOITATION AND DISSEMINATION OF RESULTS, OPEN SCIENCE

1. The Beneficiary must adequately protect its own results — for an appropriate period and with appropriate territorial coverage — if protection is possible and justified, taking into account all relevant considerations, including the prospects for commercial exploitation, the legitimate interests of the joint owners (if any) and any other legitimate interests.
2. Exploitation means the use of results in further research and innovation activities (outside the Project), including, among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities. The Beneficiary must, up to four years after the FIERCE Project end date, must use its best efforts to exploit its results directly or to have them exploited indirectly by another entity, in particular through transfer or licensing.
3. Dissemination is the public disclosure of the results by appropriate means, other than resulting from protecting or exploiting the results, including by scientific publications in any medium. The Beneficiary must disseminate its results as soon as feasible, in a publicly available format, subject to any restrictions due to the protection of intellectual property, security rules or legitimate interests.
4. Open Science means an approach to the scientific process based on open cooperative work, tools and diffusing knowledge. The Beneficiary must ensure open access (online access to research outputs provided free of charge to any user) to all peer-reviewed scientific publications relating to its results. Therefore, the Beneficiary undertakes to retain sufficient intellectual property rights to comply with the open access requirements.
5. The Beneficiary agrees to grant the FIERCE Consortium Partner(s), upon written request, Access to its Background and results generated within the Beneficiary's Project, to the extent necessary to perform their own (Partner's) tasks within the FIERCE Project and/or to exploit their own results developed within the FIERCE Project. The above rule applies vice versa to the Beneficiary if he requests Access to perform its tasks under the Project and/or to exploit its own results.
6. The Parties agree on the following process:
   a. the above-mentioned request may be made within 1 year after the FIERCE 2nd Open Call for the Financial Support Programme's End date or after the termination of the Beneficiary's participation in the Programme;
   b. Access Rights shall be negotiated between the Access-requesting and Access-giving Party on a non-exclusive, non-sublicensable basis;
   c. The Coordinator shall, however, ensure that the Access-requesting Party will be directed to such Access-providing Party in the event the contact details are unknown.
7. Access rights to the results necessary for the performance of a Party's work under this Agreement will be granted on a royalty-free basis unless otherwise agreed in advance and under fair and reasonable conditions.
8. Access rights to the results necessary for the exploitation of a Party's own results shall be granted on fair and reasonable conditions.

Article 28 FINAL PROVISIONS

1. Annexes to the Agreement form an integral part of it.
2. Amendments to this Agreement and its termination shall be made in writing and signed by the duly authorised representative of the Parties.
3. Any modification of the bank account shall be communicated to the Contractor

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in written form and duly signed by an authorised person.

4. The Beneficiary may not assign any of its claims for payment against the Contractor to any third party, except with the Contractor's prior written consent; otherwise, the assignment will be null and void.
5. In accordance with Regulation No 1182/71, periods expressed in days, months or years are calculated from the moment the triggering event occurs. The day on which that event occurs is not considered to fall within the period.
6. The Agreement is governed by the law of [Poland] and, applicable EU law, in particular:
   a. Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013;
   b. Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union; supplemented, if necessary by where appropriate, by the rules of general international law.
7. The Beneficiary bears sole responsibility for abidance by its national law, in particular in relation to tax and social security and labour law.
8. Any dispute concerning the interpretation, application or validity of the Agreement should be settled amicably.
9. If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, such dispute shall be submitted to the Court of [Warsaw].
10. By signing the Agreement, the Beneficiary confirms that it has read and understood these conditions and accepts them.

Article 29 ENTRY INTO FORCE OF THE AGREEMENT

The Agreement enters into force on the day of signature by the Contractor or the Beneficiary, whichever is later, with the Agreement's **effective date** on [start date].

By signing the Agreement, the Beneficiary accepts the grant and agrees to assume responsibility for it and implement it in accordance with this Agreement, including all the rights, obligations and conditions it sets out. The Beneficiary confirms that all information provided is true, correct and up to date as of the date of signing the Agreement.

The individual signing below hereby represents and warrants that it is duly authorised to execute and deliver this Agreement on behalf of the named Party and that this Agreement is binding upon the named Party in accordance with its terms.

On behalf of the **Beneficiary**	On behalf of the **Consortium**

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Annexes to the sub-grant agreement
Annex 1: Transformation Plan
Annex 2: Application Form
Annex 3: Bank Identification form
Annex 4: Formal Check Form
Annex 5: Ethics form (if needed)

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