

1.MIND4MACHINES_Call_2_Sub_Grant_Agreement_Template.pdf

Annex4-M4M_OC2_SGA_DoH_SME.pdf

Annex5_M4M_Financial_Identification_Form.pdf

CONNECTING MACHINES WITH PEOPLE, PROCESS AND TECHNOLOGY



**MIND4
MACHINES**



SUBGRANT AGREEMENT TEMPLATE

Open Call for proposals #2

February 2023



This project has received funding from the European Union's Horizon 2020 Research and Innovation Programme – INNOSUP under grant agreement No 101005711

CONTRACTING PARTIES

This Agreement is between the following parties:

On the one part,

Istanbul Chamber of Industry established in Meşrutiyet Caddesi No: 63 (Odakule), 34430 Beyoğlu/İSTANBUL, TURKEY with VAT number 4810039128, duly represented by [...] hereinafter referred as the “Contractor”. Istanbul Chamber of Industry acts on behalf of the MIND4MACHINES Project Consortium.

and

on the other part,

The coordinator (Main Applicant)

[Name of Legal Entity], with VAT number [...], organized under the laws of [...], established in [address], duly represented by [Name of legal representative and Position],

And the following other beneficiary/ies (Other Applicants&Industry partner)

[Name of Legal Entity], with VAT number [...], organized under the laws of [...], established in [address], duly represented by [Name of legal representative and Position],

hereinafter referred as the “Beneficiaries”.

Unless otherwise specified, references to “beneficiary” or “beneficiaries” include the coordinator.

Hereinafter collectively referred as the “Contracting Parties”.

The Contracting Parties agree to the following terms of this Subgrant Agreement (hereinafter referred as the “Contract”).

General Provisions

European Innovation Council and SMEs Executive (EISMEA) (hereinafter referred as the “Agency”), under the powers delegated by the European Commission (hereinafter referred as the “EC”) and the Contractor on behalf of the MIND4MACHINES Consortium have signed the Grant Agreement no. 101005711 for the implementation of the



This project has received funding from the European Union's Horizon 2020 Research and Innovation Programme – INNOSUP under grant agreement No 101005711

Acronym of the Project

MIND4MACHINES Project (Manufacturing Industry's Novel Digitalisation value chains FOR connecting MACHINES with people, process and technology) within the framework of the European Union's Horizon 2020 Programme for Research and Innovation, hereunder referred to as the "Grant Agreement".

The Beneficiary has received the favourable resolution by the evaluators and therefore is entitled to receive funding and services according to the terms and conditions set out under this Contract and in accordance with the Guide for Applicants of MIND4MACHINES Open Call-2 (Annex 1).

The Contract aims at defining the framework of rights and obligations of the Contracting Parties for the implementation of the Project as defined in Annex 2 (Application Form).

The funds received by the Beneficiary are owned by the EC. The Contractor is a mere holder and manager of the funds.



Article 1 – Entry into force of the contract and Termination

1.1. Entry into force and duration

Contract shall enter into force on the first working day of the following month of its signature date by the last Contracting Party. The Contractor shall sign this Contract, only after all of the following documents have been received from

- All the Beneficiaries:
 - Proof of Legal Status and Location (Establishment/Registration Country)
 - Proof of Field of Activity: Evidence on Field of Activity
- SME Beneficiaries:
 - The original signed Declaration of Honour (as given in Annex 4 of this Contract);
 - Proof of Tax registration;
 - Proof of bank account.

All documents will be uploaded to the F6S Platform through the following link:

Link to be shared with the winners

The Beneficiary is solely responsible for the accuracy of all data provided to the Contractor.

The duration of the [Sub-Project Acronym] is [Duration of the Project as given in the Application] months starting from the entry into force date of the contract (the Effective Date).

1.2. Contract Termination

Without prejudice of other termination situations, the Contractor may terminate the Contract, if:

- a) a change to the legal, financial, technical, organisational or ownership situation of the Beneficiary is likely to substantially affect or delay the implementation of the action or calls into question the decision to award the grant;
- b) implementation of the action is prevented by force majeure (as defined below) or suspended by the Contractor and either:
 - i. resumption is impossible, or



- ii. the necessary changes to the Contract would call into question the decision awarding the grant or breach the principle of equal treatment of applicants;
- c) the Beneficiary 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;
- d) the Beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has been found guilty of professional misconduct, proven by any means;
- e) the Beneficiary does not comply with the applicable national law on taxes and social security;
- f) the action has lost scientific or technological relevance;
- g) the Beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering or any other illegal activity;
- h) the Beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed:
 - i. substantial errors, irregularities or fraud or
 - ii. serious breach of obligations under the Contract or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles);
- i) the Beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant.

Before terminating the Contract, the Contractor will formally notify the Beneficiary:

- informing it of its intention to terminate and the reasons why and
- inviting it, within 30 days of receiving notification, to submit observations and — in case of Point (h.ii) above — to inform the Contractor of the measures to ensure compliance with the obligations under the Contract.

If the Contractor does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify to the Beneficiary concerned confirmation of the termination and the date it will take effect, without prejudice of the right of the Contractor to claim the Beneficiary the full refund of all payments made to the Beneficiary up to date.

Otherwise, it will formally notify that the procedure is not continued.

Article 2 – Obligations and Responsibilities of the Beneficiaries

The obligations and responsibilities of the Beneficiary are defined in detail in the Annex 2 -Guide for Applicants. In particular, the Beneficiary is obliged to conduct its activities and actions hereunder in a



responsible manner and complying with applicable legislation and European Union's Horizon 2020 rules and guidelines.

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

2.1. Participation to Monitoring

The MIND4MACHINES Consortium will assign a mentor for each project, who will act as a contact point for the project and monitor the project. The Beneficiaries shall participate and contribute to the meetings set with the mentors. The meetings will be held online and the date will be set by joint decision of the mentor and beneficiaries. The first meeting shall be set within first month after the start of the project and in this meeting the activity plan and KPIs/deliverables will be reviewed and revised if necessary. The frequency of the meetings shall not be more than once a month and at least three meetings will be held until the completion of the project.

2.2. Participation to Accelerator Programme

Complementary to the grants received from the MIND4MACHINES Open Calls, funded SMEs may benefit from tailor-made acceleration support services. These services will be delivered by MIND4MACHINES in the shape of training, coaching and mentoring sessions to support the maturity increase of the proposed Industry 4.0 idea as well as the business development of the SME beneficiaries. The selection of the acceleration services will be performed after the closure of the Open Call, based on the need assessment made with the mentor and results of the Investment Readiness Level (IRL) self-assessment online tool available in MIND4MACHINES website. The beneficiaries are required to fill in the IRL self-assessment in order to be able to participate in the Acceleration Services.

The MIND4MACHINES Consortium offers an Accelerator Programme to the Beneficiaries.

The Beneficiaries are encouraged to join the MIND4MACHINES Bootcamp (the kick-off event of the projects), the Accelerator Programme and other events organized by MIND4MACHINES targeting the beneficiaries in the scope of the Contract. The Overview of the Accelerator Programme is given in the [Annex 3](#).



Article 3 – Breach of Contractual obligations

In the event the Contractor identifies that the Beneficiary:

- i. Breached its obligations under the Contract, including the lack of impartial or objective performance of the Project because of conflicts of interest;
- ii. Stopped to carry out its business object of this Contract and therefore is not able or willing to continue the Project;
- iii. Is engaged in a bankrupt or receivership process.

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

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

Moreover, in the event the breach of the contractual obligations has been manifestly intentioned or with gross negligence, the Contractor may request the beneficiary the refund of the payments made to date.

Article 4 – Financial contribution and financial provisions

4.1. Maximum financial contribution

The maximum financial contribution to be granted by the Contractor to the Beneficiaries shall not exceed

- For Innovation Support Scheme
 - the amount of One Hundred and Twenty Thousand Euros (120,000€) for collaborative projects and
 - the amount of Sixty Thousand Euros (60,000€) for individual projects
- For Go-to-Market Support Scheme
 - the amount of Sixty Thousand Euros (60,000€) for collaborative projects and
 - the amount of Thirty Thousand Euros (30,000€) for individual projects

The grant amounts per Project and applicant have been outlined under clause 2.7.2.5 of the Guide for Applicants.



4.2. Distribution of the financial contribution

The financial contribution to be granted to the Beneficiary(ies) shall be calculated and distributed in accordance with the provisions of the Guide for Applicants.

In any case, the financial grant to be paid will always be subject to:

- a favourable resolution by the MIND4MACHINES Consortium experts responsible for monitoring and evaluation the Project in each of the stages (a set of KPIs and deliverables, and their achievement monitored during the implementation process execution)
- the availability of funds in MIND4MACHINES bank account during the relevant payment period
- the prior written notice to the Coordinator of the date and amount to be transferred to its bank account stated in the Financial Identification Form (Annex 5).
- payments to the Beneficiary(ies) will be made by the Contractor. In particular:
 - The Contractor reserves the right to withhold the payments in case the Beneficiary(ies) does not fulfil with its obligations and tasks as per Annex 1 - Guide for Applicants and cannot reach the KPIs and outputs given in the Project Activities in Annex 2 and the Application Form.
 - Banking and transaction costs related to the handling of any financial resources made available to the Beneficiary(ies) by the Contractor shall be covered by the Beneficiary(ies)
- payments will be released no later than fifteen (15) natural days after the notification by the Contractor.
- the Beneficiary is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

4.3. Payments schedule

The payment schedule is directly linked to the relevant phase of the Project as per the Guide for Applicants (Annex 1).



Table 1. MIND4MACHINES funding distribution

Expected time of	Amount to be paid	Linked phase
Month 3, after the approval of the interim report	40% of the total project budget	Interim Report on the achievement of targeted KPIs and outputs.
After the approval of the final report	60% of the total project budget	Final report on all KPIs and outputs to be submitted in one month after the project completion.

The Beneficiary(ies) is/are entitled to receive exclusively those payments allocated to each specific stage of the Project provided that the conditions under Article 4.2 are met.

Article 5 – Division of Beneficiaries’ Roles and Responsibilities - Relationship with Complementary Beneficiaries - Relationship with Partners of a Joint Action

5.1 Roles and responsibility towards the Contractor

The beneficiaries have full responsibility for implementing the action and complying with the sub-Agreement.

The beneficiaries are jointly and severally liable for the technical implementation of the action as described in Annex 2. If a beneficiary fails to implement its part of the action, the other beneficiaries become responsible for implementing this part (without being entitled to any additional funding for doing so).

5.2 Internal division of roles and responsibilities

The internal roles and responsibilities of the beneficiaries are divided as follows:

(a) Each beneficiary must:

- I. inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the implementation of the action;



II. submit to the coordinator in good time:

- a. the data needed to draw up the technical reports;
- b. any other documents or information required under the Subgrant Agreement, unless the Subgrant Agreement requires the beneficiary to submit this information directly to the Contractor or the Commission.

(b) The Coordinator must:

- I. monitor that the action is implemented properly;
- II. act as the intermediary for all communications between the beneficiaries and the Contractor;
- III. request and review any documents or information required by the Contractor and verify their completeness and correctness before passing them on to the Contractor;

IV. submit the reports to the Contractor;

5.3 Internal arrangements between beneficiaries — Consortium agreement

The beneficiaries shall have internal arrangements regarding their operation and coordination to ensure that the action is implemented properly. These internal arrangements must be set out in a written 'consortium agreement' between the beneficiaries, which may cover:

- internal organisation of the consortium;
- distribution of the project budget;
- additional rules on rights and obligations related to background and results
- (including whether access rights remain or not, if a beneficiary is in breach of its obligations);
- settlement of internal disputes;
- liability, indemnification, and confidentiality arrangements between the beneficiaries.

The consortium agreement must not contain any provision contrary to the Subgrant Agreement.

Article 6 – Liability of the Beneficiary

Neither the Contractor, nor the EC can be held liable for any acts or omissions of the Beneficiary(ies) in relation to this Contract.

At the same time, the Beneficiary(ies) is/are responsible for any act or omission that causes damage to the Contractor, and/or the Agency and/or the EC in relation to this Contract. In the case of multi beneficiaries, all its members will be jointly responsible for the damages caused. Each beneficiary shall bear sole responsibility for ensuring that their acts within the framework of this Contract do not infringe third parties' rights.



Except in case of force majeure (as defined below under Article 10 of this Contract), the Beneficiary must compensate the Contractor, the Agency and/or the EC for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Contract and its Annexes.

There is no joint liability between the Contracting Parties.

Article 7 – Confidentiality

7.1. Principles

With respect to all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the Project and identified in writing as confidential, the terms of this Article shall apply.

7.2. Obligations

The Contracting Parties agree that such information is communicated on a confidential basis and its disclosure may be prejudicial to the owner of the information, and each of the *receiving Party* undertake that:

- i. It will not, during the term of the Project and for a period of five (5) years from the expiration date of the MIND4MACHINES Project, use any such information for any purpose other than in accordance with the terms of the Contract.
- ii. It will, during the term of the Project and for a period of five (5) years from the expiration date of the MIND4MACHINES Project, treat the same as (and to procure that the same be kept) confidential, provided always that such agreement and undertaking shall not extend to any information which the receiving Party can show:
 - a. Was, at the time of disclosure to the concerned Contracting Party, published or otherwise generally available to the public;
 - b. has, after disclosure to either of the Contracting Parties, been published or become generally available to the public otherwise than through any act or omission on the part of the receiving Party,
 - c. was already in the possession of the receiving Party, without any restrictions on disclosure, at the time of disclosure, or
 - d. was rightfully acquired from others without any undertaking of confidentiality; or
 - e. is subsequently independently developed by the receiving Party without use of the information provided by the disclosing party.



- iii. it will, during the term of the Project and for a period of five (5) years from the expiration date of the MIND4MACHINES Project, take the appropriate measures to guarantee the confidentiality of the information provided and the Contractor may request at any time information about these measures and their compliance.
- iv. it may disclose confidential information to their personnel or third parties involved in the action only if they:
 - a. need to know to implement the Contract, and
 - b. are bound by an obligation of confidentiality.

In case of breach of the confidential rules hereinabove set, the Contracting Party breaching the confidentiality will remain solely liable towards possible claims.

Article 8 – Data protection obligations

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

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

The Beneficiary will use and process the data only for the purposes of this Contract and during the length of the Contract. Any unauthorised use is forbidden. In any event, neither the Contractor nor the Data Provider will be held responsible for any abusive use of data incurred into by the Beneficiary. The Beneficiary shall not try to re-identify anonymised data. In the event that re-identification occurs due to reasons not attributable to the Beneficiary, the Beneficiary commits not to use such data.

The Beneficiary shall delete, at the end of this Contract, the data (including personal data) to which the Beneficiary has been granted access during the incubation process, except where an agreement is entered into with the Data Provider.

The Beneficiary acknowledges that he/she will be the “data controller” of any new dataset of piece of personal information that the Beneficiary may produce in the course of the MIND4MACHINES project, except if otherwise agreed between the Contracting Parties or resulting from the applicable laws on this matter.



Article 9 – Intellectual property rights

9.1. Results of the Project

The results developed during the Project shall be exclusively property of the Beneficiary(ies).

The Beneficiary(ies) must agree (in writing) on the allocation and terms of exercise of their ownership in the Consortium agreement and should sign an external agreement with non-beneficiaries participating in the project in case they consider it necessary.

Article 10– Force Majeure

“Force Majeure” shall mean any unforeseeable exceptional situation or event beyond the Contracting Parties’ control, which prevents either of them from fulfilling any of their obligations under the Contract, which was not attributable to error or negligence on their part and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as force majeure.

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

No Contracting Party shall be considered to be in breach of its obligations and tasks if such breach is caused by force majeure. A Contracting Party will notify the other Contracting Parties of any force majeure as soon as possible. In case the Beneficiary is not able to overcome the consequences of Force Majeure within thirty (30) calendar days after such notification, the Contractor and the Data Provider will decide accordingly including the termination of the Contract.

Article 11 – Information and communication

11.1. Information and communication towards the EC

The Beneficiary(ies) shall, throughout the duration of the Project, take appropriate measures to engage with the public and the media about the project and to highlight the financial support of the EC. Unless the EC requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), must specify that the project has received research funding from the EC and display the European emblem.



In particular, the Beneficiary(ies) must include the following text: For communication activities: “This project has received funding from the European Union's Horizon 2020 Research and Innovation Programme –INNOSUP under grant agreement No 101005711”. For infrastructure, equipment and major results: “This [infrastructure][equipment][insert type of result] is part of a project that has received funding from the European Union’s Horizon 2020 research and innovation programme – INNOSUP under grant agreement No 101005711”.

When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Beneficiary is exempted from the obligation to obtain prior permission from the EC to use the emblem.

Any publicity made by the Beneficiary(ies) in respect of the project, in whatever form and on or by whatever medium, must specify that it reflects only the author’s views and that the EC is not liable for any use that may be made of the information contained therein.

The Contractor, MIND4MACHINES Consortium and EC shall be authorized to publish, in whatever form and on or by whatever medium, the following information:

- the name of the Beneficiaries;
- contact address of the Beneficiaries;
- the title and general purpose of the project;
- the amount of the financial contribution of the EC;
- the logos of the Beneficiaries.

The Beneficiary shall ensure that all necessary authorizations for such publication have been obtained and that the publication of the information by the Contractor, MIND4MACHINES Consortium or EC does not infringe any rights of third parties.

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



The Beneficiary must promote the action and its results under this Contract, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

This does not change the confidentiality obligations under this Contract, all of which still apply. If the said use of these materials, documents or information would risk compromising legitimate interests, the Beneficiary concerned may request the Contractor not to use it.

The right to use the Beneficiary's materials, documents and information includes:

- a) use for its own purposes (in particular, making them available to persons working for the Contractor, Agency, the EC or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- c) editing or redrafting for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- d) translation;
- e) giving access in response to individual requests under Regulation No 1049/200127, without the right to reproduce or exploit;
- f) storage in paper, electronic or other form;
- g) archiving, in line with applicable document-management rules, and
- h) the right to authorise third parties to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Contractor, Agency or the Commission.

If the right of use is subject to rights of a third party (including personnel of the Beneficiary), the Beneficiary must ensure that it complies with its obligations under this Contract (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the Beneficiary), the Contractor, Agency or the Commission will insert the following information: "© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the Executive Agency for Small and Medium-sized Enterprises (EASME) and the European Union (EU) under conditions."

If the Beneficiary breaches any of its obligations under this Article, the grant may be reduced and this Contract may be terminated in accordance with Article 1.2 above.



11.2. Information and communication among the Contracting Parties

Any notice to be given under this Contract shall be in writing to the addresses and recipients listed above.

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

The Contractor will share the contact details of the contact persons of the Beneficiary/ies in the scope of MIND4MACHINES monitoring, mentoring process, Accelerator Programme and other events organized by MIND4MACHINES targeting the beneficiaries in the scope of this Contract with MIND4MACHINES partners.

Article 12 – Financial audits and controls

The Agency and/or the EC may, at any time during the implementation of the Project and up to five years after the end of the MIND4MACHINES project, arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including the European Anti-Fraud office (OLAF), on the Beneficiary(ies). The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the Grant Agreement. They shall be carried out on a confidential basis.

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

The Beneficiary(ies) shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the Contract until 2028. These shall be made available to the EC where requested during any audit under the Grant Agreement.

In order to carry out these audits, the Beneficiary(ies) shall ensure that the EC's services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the Beneficiary's offices, to its computer data, to its accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the project.



They shall ensure that the information is readily available on the spot at the moment of the audit and, if so requested, that data be handed over in an appropriate form.

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

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

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

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

Article 13 – Assignment and subcontracting

The Beneficiary(ies) shall not assign or transfer in whole or in part any of its rights or obligations under this Agreement without the Contractor and the Data Provider express prior written consent.

Article 14 – No double funding

By signing this Subgrant Agreement, the beneficiary declares to be aware of the fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity be funded twice from the EU budget, as defined in the Article 111 of Council Regulation (EC, Euratom) No. 1605/2002 of 25 June 2002 on the Financial Regulation, and confirms that all the work performed under MIND4MACHINES (Grant Agreement No. 101005711) will be done exclusively in the scope of this program, not being supported or funded by any other European Commission program.



Article 15 – Language

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

Article 16 – Amendments

Amendments or changes to this Contract shall be made in writing and signed by the duly authorized representative of the Contracting Parties.

Nevertheless, In the event the EC modifies the conditions, the Contractor will amend the Contract accordingly.

Article 17 – Applicable Law

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

Article 18 – Settlement of disputes

If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of the European Court of Arbitrations and the International Registrar Southern and Eastern Europe, the Mediterranean, Middle East and Black Sea by three (3) arbitrators.

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

The seat of arbitration shall be Istanbul.

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

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



All other costs and expenses shall be apportioned between the Contracting Parties to the arbitration in accordance with the decision of the arbitrators.

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

AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorized representatives digitally the day and year first above written:

For [ORGANISATION_NAME] Mr/Ms [NAME
SURNAME] [POSITION_IN_ORGANISATION]

Signature

Done at [Place] on [Date]

For [ORGANISATION_NAME] Mr/Ms [NAME
SURNAME] [POSITION_IN_ORGANISATION]

Signature

Done at [Place] on [Date]



Annex 1:

MIND4MACHINES Open Call 2 Guide for Applicants

Annex 2:

Project proposal with its Annexes approved by MIND4MACHINES

Annex 3:

[Accelerator Programme Overview](#)

Annex 4:

Declarations of Honour signed with qualified electronic signature.

Annex 5:

Proof of Bank Account (Financial Identification Forms or other proof documents like bank statement or bank extract for the given Bank Account)

Annex 6:

Proof of Legal Status and Location (Establishment/Registration Country)

Annex 7:

Proof of Field of Activity: Evidence on Field of Activity

Annex 8:

Proof of VAT registration.





**MANUFACTURING INDUSTRY'S NOVEL DIGITALISATION VALUE CHAINS
FOR CONNECTING MACHINES WITH PEOPLE, PROCESS, AND TECHNOLOGY**

GRANT AGREEMENT ID: 101005711

OC#2 - DECLARATION OF HONOUR FOR SMEs

Proposal Title	
Proposal Acronym	



This project has received funding from the European Union's Horizon 2020 Research and Innovation Programme – INNOSUP under grant agreement No 101005711.

Applicant Declaration of Honour

Title of the proposal: _____

On behalf of _____ (Company name)
established in _____, (Official SME address), SME VAT
number _____, represented for the purposes of signing and submitting the proposal
and the Declaration of Honour by _____ (Name of legal
representative),

By signing this document, I declare that

- 1) I have the power of legally binding the above-mentioned SME on submitting this proposal.
- 2) Neither the above-mentioned SME nor any linked SME nor any individual member of the proposal team has submitted any other proposal under MIND4MACHINES Open Call #2. In case the above-mentioned SME or linked SME or individual member of the proposal team has submitted more than one proposal in this Open Call, all associated proposals will be automatically excluded from the evaluation process.
- 3) I and the above SME that I legally represent are fully aware and duly accept all MIND4MACHINES rules and conditions as expressed in MIND4MACHINES Open Call#2 Guidelines, and will fully respect any evaluation decision and proposal selection under MIND4MACHINES programme
- 4) The information included in MIND4MACHINES OC2SME Declaration document is true and legally binding.
- 5) All provided information in this declaration is true and legally binding.
- 6) I give the consent and permission to the MIND4MACHINES coordinator to use the attached information to contact me for any issue associated with the above application.

SME Legal representative Contact Information:

Title, Name	
Position in the company	
Full Address	
Country	
Email Address	
Telephone	
Mobile	
Qualified Electronic Signature and Date	

Declaration of Honour on exclusion criteria and absence of conflict of interest

By signing this declaration of honour, I declare that all provided information below is true and legally binding both for me and for the SME that I legally represent:

1. I declare that the mentioned SME is not in one of the following situations:

a) it is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) it or persons having powers of representation, decision making or control over it have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;

c) it has been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the European Investment Bank and international organizations;

d) it is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed, to be proved by the deliverance of official documents issued by the local authorities, according to the local applicable rules;

e) it or persons having powers of representation, decision making or control over it have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;

f) is subject to an administrative penalty for being guilty of misrepresenting the information required by the contracting authority as a condition of participation in a grant award procedure or another procurement procedure or failing to supply this information or having been declared to be in serious breach of its obligations under contracts or grants covered by the Union's budget.

2. I declare that the natural persons with power of representation, decision-making or control over the above-mentioned SME are not in the situations referred to in a) to f) above;

3. I declare that:

a) Neither myself or any person that I know is subject to a MIND4MACHINES conflict of interest;

b) Neither myself or any person that I know participates, controls, submits or is associated in any way with more than one proposals.

c) I have not made false declarations in supplying the information required by participation in the Open Calls of MIND4MACHINES Project or does not fail to supply this information;

d) I am not in one of the situations of exclusion, referred to in the abovementioned points a) to f).

e) I am aware and fully accept all MIND4MACHINES condition and rules as expressed in MIND4MACHINES OC#2 Open Call Guidelines.

4. I certify that the SME that I represent:

- is committed to participate in the abovementioned project;
- has stable and sufficient sources of funding to maintain its activity throughout its participation in the above-mentioned project and to provide any counterpart funding necessary;
- has or will have the necessary resources as and when needed to carry out its involvement in the above-mentioned project.

Title, Name	
Position in the company	
Qualified Electronic Signature and Date	



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

https://ec.europa.eu/info/sites/info/files/about_the_european_commission/eu_budget/privacy_statement_en.pdf

By submitting this form, you acknowledge that you have been informed about the processing of your personal data by the European Commission for accounting and contractual purposes.

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ②

IBAN/ACCOUNT NUMBER ③

CURRENCY

BIC/SWIFT CODE

BRANCH CODE ④

BANK NAME

ADDRESS OF BANK BRANCH

STREET & NUMBER

TOWN/CITY

POSTCODE

COUNTRY

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY

POSTCODE

COUNTRY

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

DATE (Obligatory)

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

① Enter the final bank data and not the data of the intermediary bank.

② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.

③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established

④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.

⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.