



# Value Of Joint EXperimentation in digital Technologies for manufacturing and construction

## Sub-Grant Agreement Template



## ● TABLE OF CONTENTS

|   |   |
|---|---|
| Contracting Parties   | 3 |
| General Provisions  | 3 |
| Article 1 – Entry into force & Termination of the contract      | 4 |
| 1.1 Entry into force  | 4 |
| 1.2 Contract Termination  | 4 |
| Article 2 – Obligations and Responsibilities of the Beneficiary | 4 |
| Article 3 – Breach of Contractual obligations                   | 5 |
| Article 4 – Financial contribution and financial provisions     | 5 |
| 4.1 Maximum financial contribution                              | 5 |
| 4.2. Distribution of the financial contribution                 | 5 |
| 4.3. Payments schedule  | 6 |
| Article 5 – Liability of the Beneficiary                        | 6 |
| Article 6 – Confidentiality                                     | 6 |
| Article 7 – Force Majeure                                       | 6 |
| Article 8 – Information and communication                       | 7 |
| Article 9 – Data protection                                     | 7 |
| 9.1. Data protection obligations                                | 7 |
| 9.2. New data produced  | 7 |
| Article 10 – Financial audits and controls                      | 8 |
| Article 11 – Amendments   | 8 |
| Article 12 – Language   | 8 |
| Article 13 – Applicable Law                                     | 9 |
| Article 14 – Settlement of disputes                             | 9 |

## ● LIST OF TABLES

|                  |   |
|------------------|---|
| Table 1: Funding | 6 |
|------------------|---|



## ● Contracting Parties

This contract ('the Contract') is between the following parties:

On the one part:

Universidad Politécnica de Madrid, established in Calle Ramiro de Maeztu 7 – Edificio Rectorado, 28040 Madrid, Spain, VAT Number ESQ2818015F, represented for the purposes of signing the Agreement by Prof. Asunción Gómez-Perez, Vice-Rector for Research, Innovation and Doctoral studies, legal representative of UPM, hereinafter referred as the “Contractor” and the “Treasurer.

On the one part,

[COMPANY\_NAME], a SME organized under the laws of [COUNTRY], established in [LEGAL\_ADDRESS], with VAT number [VAT\_NUMBER], duly represented by [LEGAL\_REPRESENTATIVE], [LEGAL\_REPRESENTATIVE\_POSITION], hereinafter referred as the “Beneficiary”

Hereinafter collectively referred as the “Contracting Parties”

HAVE AGREED to the following terms and conditions including those in the following Annexes, which form an integral part of this VOJEXT Sub-Grant Agreement (hereinafter referred as the “Contract”).

## ● General Provisions

The European Commission (hereinafter referred to as the “EC”) and the Contractor, as a member of the VOJEXT consortium, have signed Grant Agreement no 952197 for the implementation of the project “Value of Joint Experimentation in Digital Technology for Manufacturing and Construction” (Acronym: VOJEXT) within the framework H2020 Programme for Research and Innovation (2014-2020).

The Beneficiary has received the favourable resolution by the external evaluators and consortium partners, therefore, is entitled to receive funding and services according to the terms and conditions set out under this Sub-Grant Agreement and in accordance with the document “Guide for Applicants” available at [https://vojext.eu/wp-content/uploads/2021/03/Annex-2\\_Guide-For-Applicants-1.pdf](https://vojext.eu/wp-content/uploads/2021/03/Annex-2_Guide-For-Applicants-1.pdf).

This Contract aims at defining the framework of rights and obligations of the Contracting Parties.

The Funding received by the Beneficiary is property of the EC. The Contractor and Treasurers are mere holders and managers of the funds.

## ● **Article 1 – Entry into force & Termination of the contract**

### ○ **1.1 Entry into force**

This Contract shall enter into force on the day of its signature by the last Contracting Party. However, the late signature of the contract by any of the contracting parties will not affect the execution schedule of the sub-project. The Contractor shall sign this contract only after all of the following documents have been received from the Beneficiary:

- The original signed Declaration of Honour (as given in Annex 1 of this Contract).
- SME Declaration form (as given in Annex 2 of this Contract).
- Copy of ID card or Passport of the legal representative(s) of the SME/Mid-Cap.
- Copy of the original Extract of SME/Mid-Cap registration.
- Proof of VAT registration.
- Bank Information Form (as given in Annex 3 of this Contract).

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

### ○ **1.2 Contract Termination**

- This Contract covers all phases of the VOJEXT third-party financing program.

At the end of each of the aforementioned phases, an evaluation of the Beneficiary projects' progress will take place as fully described in the document "Guide for Applicants".

In case the Beneficiary is not selected to enter the next phase (sprint), this Contract is automatically terminated, and the Beneficiary fully accepts that no additional payments due to said next phases (sprints) will be made by the Contractor.

- This Contract also terminates in the event of unjustified withdrawal by the Beneficiary of the current fulfilment of its Contract obligations. "Unjustified withdraw" covers any situation out of the "Force Majeure" qualification which determines the absence of performance of the Beneficiary contractual obligations. In this particular case, it entitles the Contractor the right to claim the Beneficiary the full refund of all payments made to the Beneficiary up to date.



## ● **Article 2 – Obligations and Responsibilities of the Beneficiary**

The obligations and responsibilities of the Beneficiary are defined in detail in the document "Guide for Applicants".

Additionally, the Beneficiary 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 Beneficiary is involved in a conflict of interest or in risk of conflict of interest, the Beneficiary must formally notify this situation to this Contractor without delay and immediately take all the necessary steps to rectify this situation.

## ● Article 3 – Breach of Contractual obligations

In the event of the breach of the contractual obligations by the Beneficiary, the Contractor reserves the right to claim the Beneficiary the full refund of all payments made to the Beneficiary up to date. The breach of the contractual obligations by the Beneficiary shall be determined by the VOJEXT Consortium or VOJEXT Project Coordinator. Not attending the Event (unless in the case of Force Majeure) or attending the Event in a manner which intentionally disrupts the Event shall be deemed as a breach of the contractual obligations by the Beneficiary. The provision of false or misleading declarations by the Beneficiary or any unsolved situation of conflict of interest also constitutes examples of breach of contractual obligations by the Beneficiary.

**For British applicants:** In overall terms, on the basis of the Withdrawal Agreement ([https://ec.europa.eu/info/relations-united-kingdom/eu-uk-withdrawal-agreement\\_en](https://ec.europa.eu/info/relations-united-kingdom/eu-uk-withdrawal-agreement_en)) entered into force on 1 February 2020, the UK-based legal entities will continue to be fully eligible to participate and receive funding in the current 2014-2020 EU programmes, including Horizon 2020, as if the UK were a member state until the closure of these programmes unless security considerations apply.

## ● Article 4 – Financial contribution and financial provisions

### ○ 4.1 Maximum financial contributions

**The maximum financial contribution to be granted by the Contractor to the Beneficiary shall not exceed the amount of one hundred thousand euros (80,000 €).**

**The total grant represents up to 70% of the total costs of the project.**

### ○ 4.2. Distribution of the financial contribution

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

- A favourable resolution by the VOJEXT project responsible for assessing the Project in each of the phases.
- Reception and acceptance of the relevant Financial Statement (F1, F2, F3 and F4) of the beneficiary.
- The Beneficiary Bank Account (Annex 3) matches the Financial Statement Bank Account.
- The availability of funds in the TREASURER bank account during the relevant payment period
- Payments to the Beneficiary will be made by the Treasurer. In particular:
  - The Treasurer reserves the right to withhold the payments in case the Beneficiary does not fulfil its obligations and tasks as per the document “Guide for Applicants” available at [ ]. Banking and transaction costs charged by any of the banks related to the handling of any financial resources made available to the Beneficiary by the Treasurer shall be covered by the holder of the bank account which originated the cost. This means that the Treasurer bears the cost of transfers charged by its bank and the Beneficiary bears the cost of transfers charged by its bank.
- Payments will be released no later than thirty (30) 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 acceleration programme. Each project will include an implementation plan including milestones and deliverables, and a cost estimate justifying the costs and resources in relation to the implementation plan.

Payments will be made according to a staged payment arrangement based on the successful completion of specified milestones and reviews.

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

| Open Call | Phase    | Amount (in Euros) |
|-----------|----------|-------------------|
| #2        | Sprint 1 | 40%               |
|           | Sprint 2 | 60%               |

*Table 1: Funding*



### ● Article 5 – Liability of the Beneficiary

Neither the Contractor nor the EC can be held liable for any acts or omissions of the Beneficiary in relation to this Contract. At the same time, the Beneficiary is responsible for any act or omission that causes damage to the Contractor, the Data Provider, and/or the EC in relation to this Contract.

The Beneficiary shall bear sole responsibility for ensuring that their acts within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties.

### ● Article 6 – Confidentiality

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.

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.

### ● Article 7 – 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 Agreement, which was not attributable to error or negligence on their part and which proves to be inevitable in spite of the exercising all due diligence.

Any default of a service, defects 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 Party of any Force Majeure as soon as possible. In case the Beneficiary is not able to overcome the consequences of Force Majeure within 10 (ten) days after such notification, the Contractor will decide accordingly, including the termination of the Contract.

## ● **Article 8 – Information and communication**

Any publicity made by the Beneficiary 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 Contractor, VOJEXT consortium or EC are not liable for any use that may be made of the information contained therein.

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

- the name of the Beneficiary.
- contact address of the Beneficiary.
- the general purpose of the project.
- the amount of the financial contribution of the EC.

The Beneficiary shall ensure that all necessary authorizations for such publication have been obtained and that the publication of the information by the Contractor, VOJEXT 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.

## ● **Article 9 – Data protection**

### ○ **9.1. Data protection obligations**

The Contracting Parties have an 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 for relation to the purposes for which it is processed.

The Beneficiary will use and process the data only for this Contract's purposes and during the contract's length. 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 by the Beneficiary.

The Beneficiary shall not try to re-identify anonymised data. In the event that re-identification occurs, the Beneficiary commits not to use such data.

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

## ○ 9.2. New data produced

The Beneficiary acknowledges that he/she will be the “data controller” of any new dataset of pieces of personal information that the Beneficiary may produce in the course of the VOJEXT project.

## ● Article 10 – Financial audits and controls

The EC may, at any time during the implementation of the Project and up to five years after the end of the VOJEXT (foreseen for the year 2023), 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. 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 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 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 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 concerned beneficiary, who may make observations 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 the expiry of the aforesaid deadline.

On the basis of the conclusions of the audit, the EC shall take all appropriate measures that 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 the right of access, for 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 11 – 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 12 – Language

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

## ● Article 13 – Applicable Law

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

## ● Article 14 – Settlement of disputes

If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators in Brussels.

Each of the Contracting Parties to the dispute shall appoint one (1) arbitrator and the three (3) 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 an 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 Brussels.

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 limit 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:

|  |  |
|--|--|
| <p>Universidad Politécnica de Madrid (UPM)<br/>Prof. Asunción Gómez-Perez,<br/>Vice-Rector for Research, Innovation and<br/>Doctoral studies<br/>Signature</p> <p>Done in Madrid on DD/MM/2022</p> | <p>For [SME] (the Beneficiary)<br/>Mr/Ms [NAME SURNAME]<br/>[POSITION_IN_COMPANY]<br/>Signature</p> <p>Done in _____ on DD/MM/2022</p> |
|--|--|