



*Holistic approach towards Empowerment of the Digitalization
of the Energy Ecosystem through adoption of IoT solutions*

HEDGE IoT Open Call 1

Sub-grant Agreement

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1. MODEL CONTRACT

This Model Contract Funding Agreement includes the rights and obligations originated in the HEDGE IoT Grant Agreement and Consortium Agreement.

This HEDGE IoT Model Contract Funding Agreement for providing financial support to the Selected Third Party via the cascade funding mechanism, hereinafter referred to as the "Agreement", is entered into by and between:

SOCIAL OPEN AND INCLUSIVE INNOVATION ASTIKI MI KerdoskopiKI ETAIREIA -INCLUSINN, established in Manis 5 Penteli, Athens, Greece represented for the purposes of signing the Agreement by Mrs. by Afroditi Givissi, Administrator, hereinafter referred to as the "**Cascade Funding Partner**"

And

Official Name of the Selected Third Party (Acronym):	
VAT Number:	
PIC Number:	
Legal Status:	
Name of the legal signatory:	
Legal office address:	

Official Name of the Selected Third Party (Acronym):	
VAT Number:	
PIC Number:	
Legal Status:	
Name of the legal signatory:	
Legal office address:	

referred to as “**Selected Third Parties**”,

Hereinafter referred to as “Selected Third Parties”;

Hereinafter individually or collectively referred to as “Party” or “Parties”.

Whereas INCLUSINN and its partners according to the HEDGE IoT Consortium Agreement, (hereinafter sometimes collectively referred to as the “HEDGE IoT Beneficiaries” and individually and alternatively referred to as the “HEDGE IoT Beneficiary”) participate to the Horizon Europe project entitled “Holistic Approach towards Empowerment of the DiGitalization of the Energy Ecosystem through adoption of IoT solutions” (hereinafter the “HEDGE IoT Project”);

Whereas the HEDGE IoT Beneficiaries entered into the Grant Agreement N° 101136216 with the European Commission (the “Grant Agreement” or “GA”) and signed together in 2023 a Consortium Agreement with respect to the HEDGE IoT Project (the “Consortium Agreement” or “CA”).

Whereas the HEDGE IoT Project involves financial support to selected third parties via a cascade funding mechanism (hereinafter “Cascade Funding”).

Whereas the Selected Third Parties have been selected to implement the Service as described in Annex I “Servicer Specific Contract”.

Whereas the Selected Third Parties will be in charge of the implementation of the Service with the participation of the HEDGE IoT Beneficiaries identified in Annex I “Service Specific Contract”.

Whereas the Cascade Funding Partner is willing to provide financial support to the Selected Third Parties for the implementation of such Service and the Selected Third Parties are willing to receive such funding under the terms and conditions of this Agreement.

Whereas in accordance to the Grant Agreement and the Consortium Agreement, the Cascade Funding Partner shall sign an agreement with the Selected Third Parties compliant with the GA and CA, after validation by the other Selected Third Parties.

Whereas the Cascade Funding Partner is responsible for the enforcement of this Agreement with the Selected Third Parties and for the monitoring of the Service implementation phase.

Therefore, it has been agreed as follows:

1.1 DEFINITIONS

Words beginning with a capital letter shall have the definition outlined in this Section of the Agreement:

- a. Agreement** is this Model Contract Funding Agreement, together with its Annexes.

- b. An Affiliated Entity** of a HEDGE IoT Beneficiary is any legal entity, directly or indirectly Controlling, Controlled by, or under common Control with that Party, for as long as such Control lasts.
- c. Background** is, any and all, data, information and know-how (whatever form or nature, tangible or intangible, including any rights such as intellectual property rights, enlisted in Annex I) that is required to implement the Project or exploit the Results and that is:
 - owned or controlled by the Parties or an HEDGE IoT Beneficiary prior to the date of signature of the Contract (Annex I); or
 - developed or procured by the Parties or an HEDGE IoT Beneficiary independently during the work done in the Services even if in parallel with the production
 - of the Services, but solely to the extent that such data, information, know-how and/or intellectual property rights are introduced into the Services by the owning Parties
- d. Access Rights** are the rights to use Results or Background in accordance with the provisions of the Horizon Europe Annotated Model Grant Agreement and under the terms and conditions laid down in this Agreement.
- e. Controlled Licence Terms** are terms in any license that involve the use, copying, modification and/or distribution of the Work and/or of any work that is a modified version or a derivative work of such Work (in each case, defined as Derivative Work).
- f. Exploitation or Exploit** is the use of results for further research activities other than those covered by the Open Calls action, or for developing, creating and marketing a product or process, or creating and providing a service, or any standardization activities.
- g. Fair and Reasonable conditions** are appropriate conditions, including financial terms or royalty- free conditions, considering the specific circumstances of the demand for access, for example the actual or potential value of the background or results to which access is requested and/or the initiative, duration or other characteristics of the exploitation envisaged.
- h. Financial Support** is the grant amount of the financial support to be given to the Selected Third Parties for the implementation of the Service by the Cascade Funding Partner as detailed in Annex I "Service Specific Contract".
- i. Services** is the service to be carried out by HEDGE IoT Beneficiaries and the Selected Third Parties as detailed in Annex I "Service Specific Contract".
- j. Intellectual Property Rights Policy** are the Policy outlined at Section 5 of this Agreement.
- k. Results** are any tangible or intangible output of the action, any and all data, knowledge or information, that is generated during the action, whatever form or nature, whether it can be protected or not, plus any rights inclined to it, including intellectual property rights.
- l. Selected Third Parties** are the entities and organizations participating in the Service, as listed in Annex I.

- m. Technical Expert** is either an external expert to the HEDGE IoT Consortium or an HEDGE IoT Beneficiary except the Cascade Funding Partner, that is responsible for the evaluation of the deliverables submitted by the Selected Third Parties and for authorizing the Cascade Funding Partner to proceed with the payment of the Financial Support when the deliverables have been accepted.

1.2 OBLIGATIONS FROM MODEL GA AND CA REFLECTED IN THIS AGREEMENT

The Cascade Funding Partner receives funding from the European Commission to organize the Services implementation. Selected Third Parties must comply with the obligations described in this Agreement and some of the obligations outlined in Horizon Europe Annotated Model Grant Agreement.

The Horizon Europe Annotated Model Grant Agreement is available on the following link:

https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga_en.pdf

The Selected Third Parties understand and agree to comply with the obligations comprised in this Agreement and with the specific ones in Horizon Europe Annotated Model Grant Agreement. The Selected Third Parties are only bound by this Agreement and not by Grant Agreement or the Consortium Agreement.

1.3 FINANCIAL SUPPORT TO THIRD PARTIES

- a. The Selected Third Parties shall participate in the HEDGE IoT Open Call and Service implementation in accordance with the state of the art. The Selected Third Parties shall implement the tasks according to the timeline described in Annex I "Service Specific Contract" and shall report to the Cascade Funding Partner on the activities' progress in regular intervals as indicated in Annex I "Service Specific Contract". The technical reports shall contain detailed information on the results generated by the Selected Third Party, as displayed on the template in Annex II.
- b. The Cascade Funding Partner shall provide Financial Support for the Service developed by the Selected Third Parties, in accordance to the payments' schedule specified in Annex I "Service Specific Contract" and always subject to:
 - A favourable resolution by the evaluators and coaches responsible for assessing the Project in each of the stages (a set of deliverables and KPIs will be set-up by coaches and sub-grantees and their achievement monitored during the project's execution.
 - The availability of funds in the HEDGE IoT bank account during the relevant payment period.
 - The prior notice to the Selected Third Parties of the date and amount to be transferred to their bank account.

Payments to the Selected Third Party will be made by the Cascade Funding Partner. In particular:

1. The Cascade Funding Partner reserves the right to withhold the payments in case the Selected Third Party does not fulfil its obligations and tasks as per the Guide for Applicant.
 2. Banking and transaction costs related to the handling of any financial resources made available to the Selected Third Party by the Cascade Funding Partner shall be covered by the Selected Third Parties.
 3. The Selected Third Parties are responsible for complying with any tax and legal obligations that might be attached to this financial contribution.
- c. The pre-financing payment shall be paid to the Selected Third Parties by the Cascade Funding Partner pursuant to the schedule and in conditions defined in Annex I "Service Specific Contract".
 - d. The Selected Third Parties shall complete in a comprehensive manner the Annex IV "Selected Third Party financial identification form" and shall notify any changes to the Cascade Funding Partner as soon as they have occurred. The Cascade Funding Partner shall not in any case be liable for any late payment incurred by a change in the financial identification of the Selected Third Parties. The financial support shall take the form of a reimbursement of [*seventy percent (70 %) if the Selected Party is a for profit making entity OR one hundred percent (100 %) if the Selected Third Party is a non-profit entity*] of the eligible costs actually incurred within the limit of the maximum financial support.
 - e. The Selected Third Parties shall use the template of costs reporting in Annex II "Technical Report Template". The following elements shall be included in the Selected Third Parties technical report:
 - Identification of the Service
 - Identification of deliverables and milestones.
 - Detailed information on the deliverable produced for the implementation of the Service
 - A financial statement of costs actually incurred validated by the legal representative of the company
 - f. No payment will be made by the Cascade Funding Partner if all the conditions outlined in this article are not fulfilled.
 - g. Payments shall be made as indicated in Annex I "Service Specific Contract" provided that all conditions enlisted in Section 3 of this Agreement are fulfilled by the Selected Third Parties. For any avoidance of doubt, the payment is determined as specified in Annex I "Service Specific Contract".
 - h. The documentation mentioned above must be sent to the following email/or physical address: christina@inclusinn.com
 - i. The Selected Third Parties shall complete Annex V of this Agreement and shall inform the Cascade Funding Partner for any Alteration as soon as it has occurred. The Cascade Funding Partner shall not in any case be liable for any late payment incurred by an alteration in the financial identification of the Selected Third Parties.

1.4 LIABILITY FOR DAMAGES

- a. The Selected Third Party shall comply with all applicable laws, rules and regulations, including but not limited to safety, security, welfare, social security and fiscal laws, rules and regulations.
- b. The contractual liability of the Cascade Funding Partner under this Agreement shall in any case be limited to the amount of the Financial Support provided to the Selected Third Parties hereunder and the Cascade Funding Partner. The Cascade Funding Partner shall not in any way be liable for any indirect or consequential damages such as:
 - loss of profits, interest, savings, production and business opportunities
 - lost contracts, goodwill, and anticipated savings
 - loss or damage to reputation or data
 - costs of recall of products or
 - any other type of indirect, incidental, punitive, special or consequential loss or damage.
- c. The Cascade Funding Partner shall not in any case be liable for any damage caused in the involved action in cases of gross negligence.
- d. Selected Third Parties shall not be entitled to act or to make legally binding declarations on behalf of the Cascade Funding Partner or any other HEDGE IoT Beneficiary.
- e. The Selected Third Party shall fully and exclusively bear the risks in connection with the Research for which Financial Support is granted by the Cascade Funding Partner. The Selected Third Party shall indemnify the HEDGE IoT Beneficiaries and the Cascade Funding Partner for all damages, penalties, costs and expenses which the HEDGE IoT Beneficiaries or the Cascade Funding Partner as a result thereof would incur or have to pay to the European Commission or any third parties with respect to such Research financially supported and/or for any damage in general which the HEDGE IoT Beneficiaries or the Cascade Funding Partner incur as a result thereof. In addition, should the European Commission have a right to recovery against the Cascade Funding Partner or another HEDGE IoT Beneficiary regarding the Financial Support granted under this Agreement, the Selected Third Party shall pay the sums in question in the terms and the date specified by the Cascade Funding Partner. Moreover, the Selected Third Party shall indemnify and hold the HEDGE IoT Beneficiaries and the Cascade Funding Partner, their respective officers, directors, employees and agents harmless from and against all repayments, loss, liability, costs, charges, claims or damages that result from or arising out of any such recovery action by the European Commission.
- f. In respect of any data or materials (including Results and Background) provided either by one Party to another Party or to a HEDGE IoT Beneficiary, or by a HEDGE IoT Beneficiary involved in the Service to a Party, no warranty or representation of any kind whatsoever, expressed or implied as to the sufficiency, accuracy or fitness for purpose and non- infringement of any proprietary rights of third parties.

1.5 INTELLECTUAL PROPERTY RIGHTS POLICY

Each Selected Third Party understands the terms of the “Intellectual Property Rights Policy” defined hereafter. Each Selected Third Party agrees to comply with the Intellectual Property Rights Policy to ensure that the Cascade Funding Partner will always be able to comply with such terms towards the HEDGE IoT Beneficiaries.

- a. **Ownership:** Results are owned by the Parties or by the HEDGE IoT Beneficiary that generate them.
- b. **Joint Results:** Due to provisions of the Consortium Agreement signed between the HEDGE IoT Beneficiaries, if, in the course of developing the Service, a Result is generated by the Selected Third Parties together with one or several HEDGE IoT Beneficiaries, they shall own the Results jointly.

Where such joint Result is not covered by intellectual property rights, the joint owners shall execute a joint ownership agreement regarding the allocation and the terms and conditions of Exploitation of the joint Results before any industrial or commercial Exploitation.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for internal non-commercial research activities and educational purposes on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results, including by granting non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - at least 45 calendar days advance notice; and
 - Fair and Reasonable conditions compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

- c. **Access Rights**
 - i. During the Service, the Intellectual Property (including, but not limited to Results) under Controlled Licence Terms in the Service shall be stated in detail and requires the prior approval of the Cascade Funding Partner and of the Selected Third Parties to implement it.
 - ii. Due to provisions of the Consortium Agreement signed between the HEDGE IoT Beneficiaries, Access Rights to Background and Results may be requested by the Selected Third Parties from a HEDGE IoT Beneficiary only in the following case and if the following conditions are fulfilled:

Selected Third Parties have Access Rights to Background and Results if and when such Access Rights have been agreed on a case-by-case basis via a respective agreement between the Selected Third Party/ies and the HEDGE IoT Beneficiary/ies concerned. Such respective agreement shall not affect any legitimate right of other HEDGE IoT Beneficiaries nor violate any of the provisions outlined in the GA and/or CA. The separate agreement shall ensure that the other HEDGE IoT Beneficiaries have access to the Background and Results of the Selected Third Parties if needed for the Implementation of the Project or Exploitation of its own Results.

Access Rights may be requested by the Selected Third Parties up to eighteen (18) months after the completion of the Service.

- iii. Each Selected Third Party shall grant Access Rights on its Background and/or Results to the HEDGE IoT Beneficiaries to the extent that such Background and/or Results are needed for the implementation of the Service and/or implementation of the HEDGE IoT Project, and/or exploitation of the HEDGE IoT Results.
 - In the condition that an HEDGE IoT Beneficiary has Access Rights on the Selected Third Parties' Results and/or Background for implementation of the Service, such Access Rights shall be granted on a royalty-free basis, unless otherwise agreed.
 - In the condition that Access Rights on Results and/or Background of the Selected Third Parties are Needed by HEDGE IoT Beneficiaries in order to implement the HEDGE IoT Project, such Access Rights to the Selected Third Parties' Results shall be granted on a royalty-free basis and shall comprise the right to sublicense such Results and/or Background to the other selected third parties participating in the HEDGE IoT Project:
 - as far as these other selected third parties Need to have access to such Background to use the Selected Third Party's Results to carry out their own industrial experiment under the HEDGE IoT Project; and
 - if no major interest opposes.
- iv. Where Access Rights on the Selected Third Parties' Results and/or Background are needed by HEDGE IoT Beneficiaries in order to exploit their Results, the conditions on which Access Rights will be granted shall be negotiated between the Selected Third Parties and the HEDGE IoT Beneficiary concerned and agreed in a respective agreement.
- v. Access Rights may be requested by the HEDGE IoT Beneficiaries up to twelve (12) months after the end of the Service.

1.6 CONFLICT OF INTERESTS

a. Obligation to avoid a conflict of interests

The Selected Third Parties must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('Conflict of interests').

They must formally notify to the Cascade Funding Partner without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The Cascade Funding Partner may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

b. Consequences of non-compliance

If a beneficiary breaches any of its obligations under this document, the financial support may be reduced (see Article 28 of Horizon Europe Annotated Model Grant Agreement) and the Agreement or

participation of the beneficiary may be terminated. Such breaches may also lead to any of the other measures described in this Agreement.

1.7 CONFIDENTIALITY

- a. All information of whatever form or mode of communication, which is disclosed by the Parties or an HEDGE IoT Beneficiary (all together called the "Disclosing Partner") to the other Parties or to any HEDGE IoT Beneficiary (all together called the "Recipient") in connection with the Project during its implementation that is identified as confidential at the time of disclosure is "Confidential Information". If information has been identified as confidential orally, it will be considered to be "confidential" only if it has confirmed in writing within 15 business days of the oral disclosure.
- b. Neither party may assign or otherwise transfer its rights and obligations out of this agreement, neither in whole nor in part, without the other party's prior written consent.
- c. The Recipient shall use the same degree of care regarding the Confidential Information disclosed within the scope of the Project that it uses for its own confidential and proprietary information.
- d. Each Party shall promptly advise the other Parties or the concerned HEDGE IoT Beneficiary in writing of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.
- e. Recipient (a) shall not disclose Confidential Information, neither in whole nor in part, to any third party; (b) shall only use the Confidential Information for the purpose of the Project; and (c) shall not, without the Discloser's written consent, neither in whole nor in part, commercially exploit or use the Confidential Information. Notwithstanding the foregoing, Recipient may make such disclosure if it is required to do so by law, provided always that Recipient has informed Discloser about such disclosure at least two business days prior to the disclosure.

1.8 DISSEMINATION

- a. The Cascade Funding Partner and the Selected Third Parties are entitled to include the main issues and information regarding the Service in their reporting towards the European Commission, subject to prior written notification to the Selected Third Parties.
- b. The Selected Third parties must inform of any intentional dissemination activity with at least 5 business days' notice but may proceed if no objection is received from the Selected Third Parties prior to the event.
- c. Any communication activity related to the Service (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:

- display the EU emblem
- display the HEDGE IoT Project logo
- include the following text:

For communication activities: “This Service has received funding from the European Union’s Horizon Europe research and innovation programme under grant agreement No 101136216 via the cascade funding mechanism”.

For infrastructure, equipment and major results: “This [infrastructure][equipment][insert type of result] is a part of the HEDGE IoT Open Calls mechanism , that has received funding from the European Union’s Horizon Europe research and innovation programme under grant agreement No 101136216”.

1.9 CHECKS AND AUDITS

- a. The Selected Third Parties agree to provide any data and/or information, including information in electronic form, requested by the European Commission or by any other external body authorized by the European Commission to check that the Service and the provisions of this Agreement are being properly implemented.
- b. The Selected Third Parties shall keep all original documentation at the European Commission’s disposal, especially accounting and tax records, or, in exceptional justified cases, certified copies of original documents relating to the Agreement, archived on any appropriate medium that ensures their integrity in accordance with the applicable laws, for a period of five years from the date of payment of the balance specified in this agreement.
- c. The Selected Third Parties agree to allow European Commission staff and external personnel authorized by the European Commission the appropriate right of access to the sites and premises of the Selected Third Parties and to all information, including information in electronic form, needed to conduct audits.
 - Such audits shall be carried out throughout the period of implementation of the Agreement until the balance is paid and for a period of five years from the date of payment of the balance. If appropriate, the audit findings may lead to recovery decisions by the European Commission.
- d. In accordance with Union legislation, the European Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors (ECA) may carry out spot checks and inspections of the documents of the Selected Third Parties, and of any recipient of Cascade Funding, including at the premises of the Selected Third Parties, in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the European Commission.

1.10 TERMINATION

- a. The Cascade Funding Partner can terminate this Agreement with immediate effect in written notice to the Selected Third Parties:
 - if a Selected Third Party is in breach of any of its obligations under this Agreement, which breach is not remediable, or, if remediable, has not been remedied within twenty (20) business days after written notice;
 - if, to the extent permitted by law, a Selected Third Party is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, or is the subject of any other similar condition;
 - if a Selected Third Party is subject to an Event of Force Majeure, that prevents the Selected Third Party from fair performance of its obligations hereunder and such conditions have lasted or can be reasonably expected to last more than 3 months.
- b. Access Rights granted to the Selected Third Parties shall refrain immediately upon the effective date of termination.

1.11 CONCLUDING CONDITIONS

- a. The Parties who will not sign the terms of this Agreement (including Annex I) will not be effective, until the Cascade Funding Partner has received written confirmation from each Selected Third Party that it agrees to their content. This written confirmation can be addressed by the Selected Third Party by email to the Cascade Funding Partner.
- b. Once each written confirmation is addressed by the Selected Third Party, any ancillary agreements, amendments, additions or modifications to this Agreement shall be made in writing and signed by the Parties and will only be effective by the time the Cascade Funding Partner has received written confirmation from each Selected Third Party that it agrees to their content.
- c. Any subcontract by the Selected Third Parties concerning some of its tasks under this Agreement requires the prior written consent of the Cascade Funding Partner and does not affect its own obligations resulting from this Agreement. The Selected Third Parties shall secure that the subcontractor will comply with all obligations – especially coming from the Annotated Model Grant Agreement, and regarding confidentiality – resulting from this Agreement and that the results attained by the subcontractor will be available in accordance with Section 5 of this Agreement.
- d. This Agreement will enter into force on the date of the last signature by the Parties.
- e. This Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties.
- f. If any provision of this Agreement is determined to be illegal or in conflict with applicable laws, the validity of the remaining provisions shall not be affected. The ineffective provision

shall be replaced by an effective one which is economically equivalent. The same condition shall apply in case of a gap.

- g. This Agreement shall be governed by and defined in accordance with the laws of Belgium.
- h. Any disagreement or dispute which may arise in connection with this Agreement and which the Parties are unable to settle by mutual agreement will be brought before the courts of Brussel, Belgium.

Done in two originals, one for each Party.

On behalf of the Cascade Funding Partner:
Signature of the authorized representative:

On behalf of the Selected Third Party:
Signature of the authorized representative:

Name: Afroditi Givissi
Title: Administrator
Date:

Name:
Title:
Date:

2 SERVICE SPECIFIC CONTRACT

This HEDGE IoT Service Specific Contract for implementation of the Service by the Selected Third Parties, hereinafter referred to as the "Specific Contract", is entered into by and between:

SOCIAL OPEN AND INCLUSIVE INNOVATION ASTIKI MI KERDOSKOPIKI ETAIREIA -INCLUSINN, established in Manis 5 Penteli, Athens, Greece represented for the purposes of signing the Agreement by Mrs. by Afroditi Givissi, Administrator, hereinafter referred to as the **"Cascade Funding Partner"**

And

Official Name of the Selected Third Party (Acronym):	
VAT Number:	
PIC Number:	
Legal Status:	
Name of the legal signatory:	
Legal office address:	

Official Name of the Selected Third Party (Acronym):	
VAT Number:	
PIC Number:	
Legal Status:	
Name of the legal signatory:	
Legal office address:	

(Add as many as the SELECTED Third Parties)

referred to as **"Selected Third Parties"**,

Hereinafter referred to as “Selected Third Parties”;

Hereinafter individually or collectively referred to as “Party” or “Parties”.

Whereas the Cascade Funding Partner and the Selected Third Parties have agreed the main terms and conditions to implement the Service during the HEDGE IoT Project by signing the Specific Contract which form part of this Model Contract Funding Agreement.

Now therefore it has been agreed as follows:

2.1 ENTRY INTO FORCE

The specific contract shall enter into force on the day of its signature by the last Contracting Party. The Cascade Funding Partner’s Project Manager shall sign this contract, only after all of the following document have been received by the Selected Third Party.

- The original signed Declaration of Honor (as given in Annex V) of the Standards Research Contract) by the Project Manager and Authorized representative
- Copy of ID-card or Passport of legal representative (s)
- Copy of the original extract of the organization
- Proof of VAT
- Selected Third Party Financial Identification Form (as given in Annex IV)
- Estimated budget for the action (as given in Annex III)
- If a group of legal entity, copy of the signed team agreement with the denomination of the Authorized representative.

2.2 TERMS AND CONDITIONS FOR THE SERVICE

Description of the Service Specific Contract	
Acronym	
Full Title	
HEDGE IoT call identification	
Starting date of the Research	
Duration of the Research	
Date of selection of the Selected Third Party(ies)	

Participating Partners involved in the Research	
Cascade Funding Project Manager	INCLUSINN
Name & surname	Christina Sianidou
Tel:	+30-6989003087
Email:	christina@inclusinn.com
Selected Third Party Project Manager Authorized representative	[Complete]
Role	<p>The authorized representative is the intermediary between the party (ies) and the Cascade funding project Manager.</p> <p>In particular, the authorized representative shall be responsible for :</p> <ul style="list-style-type: none"> -Setting a team agreement of all the Third Party(ies) Partners involved in the Research if relevant -Monitoring compliance with obligations stipulated in this contract. -Keeping partners when relevant, updated. -Collecting, reviewing and submitting reports/deliverables and specific requested documents to the Cascade funding project Manager on time. -Transmitting documents and information connected with the research to any other party(ies) concerned. -Administering the financial contribution related to the research and fulfilling the financial tasks related to the research.
Name & surname	[Complete]
Tel:	[Complete]
Email:	[Complete]
Selected Third Party Partner 2 (when relevant)	[Complete]
Role	
Name & surname	[Complete]
Tel:	[Complete]
Email:	[Complete]
Selected Third Party Partner 3 (when relevant)	[Complete]
Role	
Name & surname	[Complete]
Tel:	[Complete]

Email:	[Complete]
<u>Date of agreement of all the Third Party Partners involved in the Research when relevant</u>	[Complete]

Implementation of the Research	
WP 1	[Complete]
Task 1.1	[Complete]
Starting date	[Complete]
Duration	[Complete]
Objectives	[Complete]
Description	[Complete]
Expected outcomes	[Complete]
Deliverable	[Complete]
Task 1.2	[Complete]
Starting date	[Complete]
Duration	[Complete]
Objectives	[Complete]
Description	[Complete]
Expected outcomes	[Complete]
Deliverable	[Complete]
WP 2	[Complete]
Task 2.1	[Complete]
Starting date	[Complete]
Duration	[Complete]
Objectives	[Complete]
Description	[Complete]
Expected outcomes	[Complete]
Deliverable	[Complete]
Task 2.2	[Complete]
Starting date	[Complete]
Duration	[Complete]
Objectives	[Complete]
Description	[Complete]
Expected outcomes	[Complete]
Deliverable	[Complete]
[Add as many tasks as necessary]	

The expected research outcomes are listed hereafter

Expected research outcomes	
Expected results in terms of Research	[Complete]
Expected results in terms of IPR, software, know-how	[Complete]

The background and IPR of the third party (ies) is described hereafter:

Third party(ies) Background	
Selected Third Party Partner 1 - Project Manager	[Complete]
Selected Third Party Partner 2	[Complete]
Selected Third Party Partner 3	[Complete]

Third party(ies) IPR	
Selected Third Party Partner 1 - Project Manager	[Complete]
Selected Third Party Partner 2	[Complete]
Selected Third Party Partner 3	[Complete]

(Based on the proposal that was submitted)

2.3 FINANCIAL CONDITIONS

Financial conditions	
Financial Support	Up to 60,000.00 euros per applicant
Schedule of payment	Pre-financing: 25% Interim payment: 45% Final payment: 30%
Payment conditions	Pre-financing: After reports definition, and attendance to a welcome event where teams, partners and mentors will know each other (attendance mandatory), a pre-financing of 25% of the total amount will be released. Interim payment: based on concrete results. A successful submission of the mid-term technical report unlock the 2nd payment which is 45% of the total amount. Final payment: Following the same logic as before, third parties will be paid according to their overall completion the service and the final report (remaining 30%) at the end the implementation period.

2.4 MISCELLANEOUS

1. This **Service Specific Contract** Funding Agreement, composed by Standard Service Contract and its Annexes I to IV, sets forth the entire agreement and understanding between the funding partner and the Parties relating to the subject matter herein and shall supersede all prior correspondence, agreements and understandings, both verbal and written.

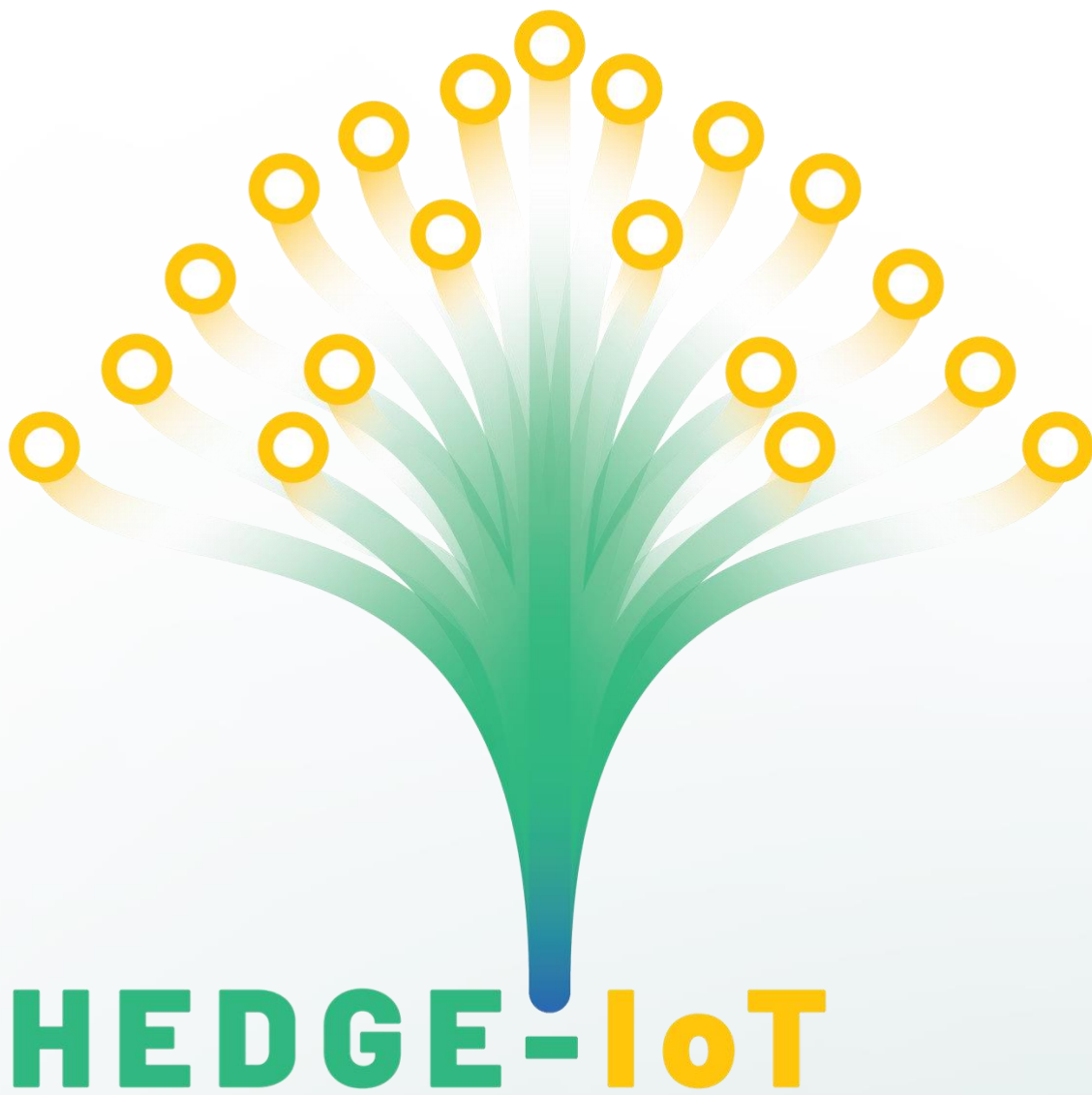
2. All capitalized terms used in this **Service Specific Contract** Funding Agreement (that are all of the terms of the Standard Service Contract and Annexes I-IV), which are defined in the Standard Service Contract shall have the definitions outlined in the Standard Service Contract. In condition of contradiction between this Specific Contract and the Standard Service Contract, the terms of the Standard Service Contract shall apply.

Done in two originals, one for each Party.

On behalf of the Cascade Funding Partner: On behalf of the Selected Third Party:
 Signature of the authorized representative: Signature of the authorized representative:

Name:
 Title:
 Date:

Name:
 Title:
 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.