



Innosup-06-2018: experimentation in innovation agencies

**INDEMAND-RCT Open Call-Murcia**  
**TEMPLATE for H2020 Financial Support to Third Parties**

**SUB-GRANT AGREEMENT MODEL – INTERVENTION GROUP**

for Provision of Financial Resources from inDemand-RCT project to third party.

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This Sub Grant Agreement model for provision of Financial Resources from indemand-RCT to Third party contains the basic information needed with regards to the contract signature. The Sub-Grants Agreement allows the inDemand-RCT team to grant financial resources to a third party, i.e. the SME s. The Sub-Grant Agreement must be signed by the SME to receive the grant. The funds received by the Sub-Grantee (solvers) are owned by the European Commission. The Contractor is merely the holder and manager of the funds.

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## CONGRATULATIONS

Congratulations & welcome to co-create new Digital solutions for business challenges!

For the next months, 3XXXXXX, we will support you in the development of your solution and business planning. This Guide provides you with all basic information and instructions for a successful co-creation & business support process.

We hope you'll enjoy the journey with us!

Kind regards,

The inDemand-RCT Team

## inDemand BACKGROUND

The European Innovation Council and SMEs Executive Agency (EISMEA) and INFO Murcia, acting as a coordinator, have signed the Grant Agreement 824206 for the implementation of the project inDemand-RCT, within the framework of the Horizon 2020 research and innovation programme.

Grant Agreement includes the provision for financial resources (Sub-Grants) to third parties, named "Solvers", focused exclusively small and medium enterprises (SMEs).

The Solver's expression of interest in response to the inDemand-RCT Open Call SME Project Proposal has received the favourable resolution by the Selection Committee and the randomly selected to join the intervention group for the business challenge XXXXXXXXXX is entitled to receive funding for the implementation of the Project specified in Annex 1 and in this Agreement ("Sub-Grant"), according to the terms and conditions set out under this Agreement and under the applicable terms and conditions of the Grant Agreement, including its Annexes herein incorporated by reference.

inDemand-RCT project entails performing a Random Control Trial (RCT) to check the efficacy of a new innovation support model for SMEs (inDemand model, innovation driven by demand). It will be put into effect to meet the innovation, digitalisation and Covid-19 response needs identified by large/tractor companies in the Region of Murcia (Spain). The technological challenges identified by large/tractor companies are from economic sectors included in the Smart Specialisation Strategy of the Murcia region.

**After randomisation of SMEs expressing interest for those challenges, solvers have been included in the Intervention or Control Group.**

SMEs accepted for the experimentation after the selection process have been randomly inserted in one of the two working groups per challenge, which will offer the following services to SMEs:

- Control group: explanatory fiche-dossier plus a grant up to a maximum of 10.000 € per SME (lump sum)
- Intervention group: explanatory fiche-dossier plus a grant up to a maximum of 10.000 € per SME (lump sum), plus the enrol into a co-creation program of the solution with the large-tractor company, plus a business support for its business model from consulting experts.

**The current sub-grant agreement is oriented to rule the obligations for Solver SMEs randomly included in the intervention group.**



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## 1. PARTIES

### **inDemand-RCT contracting body**

Name of the organization in English:  
 Name of the legal Representative  
 Name of the contact person within the Organization  
 e-mail:  
 Mobile phone:  
 Country of the Organization  
 Address of the Organization  
 VAT No. of the Organization

hereinafter referred to as the “Funder”

**and-**

### **Large/tractor company**

Name of the organization in English:  
 Name of the legal Representative  
 Name of the contact person within the Organization:  
 e-mail:  
 Mobile phone:  
 Country of the Organization  
 Address of the Organization  
 VAT No. of the Organization

hereinafter referred to as the “Challenger”

### **Randomly selected SME in intervention group**

Name of the company in English  
 Legal Representative of the Company:  
 Name of the contact person within the company:  
 email:  
 mobile phone  
 country of the company  
 Address of the company  
 Identification number of the company  
 Bank name:  
 Bank account number:  
 IBAN:

hereinafter as the “ Solver IG SME”

The contracting Parties HAVE AGREED to the following terms and conditions including those in the following annexes, which form an integral part of this Sub-Grant Agreement.

The Parties agree to the following terms and conditions including those in the following annexes, which are integral part of this Sub-Grant Agreement.

- Annex I SME proposal to the inDemand-RCT call
- Annex II Trial Protocol indemand-RCT
- Annex III Guide for Applicants
- Annex IV Template for reporting
- Annex V Co-creation and Business Support Services handbook



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## 2. DURATION OF THE PROJECT

The duration of the Project shall be from , XX, date of the Kick off meeting (hereinafter referred to as the “Start Date”) to XX, final date of co-creation (hereinafter referred to as the “End Date”). The duration of the pilot will not exceed 6 months

## 3. OBLIGATIONS OF THE indemand-RCT PARTNERS

This Sub-Grant Agreement settles the specific conditions, rights and obligations for the Funder, Challenger and the Solver Intervention for the implementation of the Project.

- The funds to be received by the Solver **[insert the name of the SME]** under the Project are owned by the EC. The Funder (INFO Murcia) is a holder and manager of the funds.
- Challenger **[insert the name of the large/tractor company of the Murcia region]** will discuss functional, organisational and technical information to give an ideal start to co-create Digital Solutions to the target challenge identified. Once the basis are set, the co-creation process will start with the support of professionals.

SMEs **[insert the name of the SME]** will receive valuable insights to the practical business context to ensure demand-driven approach and gain advantage to competitors. During the co-creation, SMEs will interact with the staff of the large/tractor company who identified the challenge and will be involved in the design and validation of the technological solution

- In addition, SMEs **[insert the name of the SME]** will receive practical business support from Supporter organisation **sponsored by INFO Murcia)** This includes business modelling support based on Lean Start-up/Customer development principles. SMEs are given information regarding relevant private and public funding opportunities to develop a sound funding strategy beyond the inDemand-RCT funding. SMEs will also benefit from high level workshops, coaching with mentors, testimonials from more mature companies and training towards fundraising.

## 4. OBLIGATIONS OF THE SUB-GRANTEE (SOLVER)

The Solver is obligated to implement the project in compliance with the time frame and financial and other conditions stipulated in this Sub-Grant Agreement. The Solver shall immediately inform the Challenger/Funder in written form or any circumstances which may affect the realization of the project or of any changes in contractual conditions. The Challenger/Funder shall decide upon such circumstances and changes.

Contracts with the Sub-Grantees (solvers) will be managed by inDemand-RCT funder. The administrative tasks for the Sub-Grantee (solvers), including activity reporting obligations and related documents will be provided during the negotiation and contracting phase.

Successful applicants formally accept the following conditions in case of being awarded as Beneficiary Intervention Solvers:

- Beneficiaries accept their responsibility on accuracy and veracity of data and documents submitted for proving the fulfilment of the eligibility criteria when submitting their applications.
- Beneficiaries will provide the documentary evidences proving the co-creation and provision of services.
- Beneficiaries are obliged to store the documents for external audit purposes until **XXXX**, either on paper or electronic version.



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- Conflict of interest: beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the project 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 Funder 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 Funder may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.
- Confidentiality and Data Protection: parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed
- Liability: Beneficiary SMEs shall retain responsibility for the Services carried out, in case of breaching any contractual condition or cause any damages for inaccurate implementation.
- Visibility of EC funding: beneficiaries will make references to public funding from EU, including suitable logos, and EU flag. Beneficiaries will include references to inDemand-RCT project and specifically show that funding is 100% under European Union's Horizon 2020 Research and Innovation Programme - Grant Agreement No. 824206.
- Beneficiaries must ensure that the recipients of the financial support allow the EC, the European Innovation Council and SMEs Executive Agency (EISMEA), the European Anti-fraud Office (OLAF) and the Court of Auditors to exercise their powers of control, audit and monitoring on documents, information, even stored on electronic media, or on the final recipient's premises, and shall comply with the Regulation for the Protection of the financial interests of the Union.
- Beneficiaries must ensure that the European Commission and the EISMEA have the right to make an evaluation of impact of the project. Beneficiaries must provide any information relevant to evaluate the impact of the project, including information in electronic format.
- Beneficiaries shall implement the Services in compliance with all the conditions and obligations set out in [Regulation \(EU\) 1290/2013](#), the Call and the Sub-Grant Agreement. Beneficiaries shall make no commitments which are incompatible with the Regulation or the Sub-Grant Agreement.
- Beneficiaries shall implement the Services and shall take all necessary and reasonable measures to that end. They shall have the appropriate resources as and when needed for carrying out the Services.
- Whenever participating in physical meetings or events, the beneficiaries must to behave in an appropriate manner by respecting the regulations anti-Covid 19 adopted by the competent Health authorities
- Beneficiaries will immediately inform the Funder in written form of any circumstances which may affect the realization of the Project or of any changes in contractual conditions

## 5. PROJECT DELIVERABLES, REPORTING PERIOD AND LANGUAGE OF REPORTS

Annex I: Solution development plan (SME proposal to the inDemand-RCT call) must clearly indicate the content and activities of the Project and technical objectives to be reached by the Solver IG during the Project, as well as the expected achievements from participation in the inDemand-RCT co-creation Programme. This information will be used during the reviews, to receive payments.

The first step in the co-creation and business-support activities will be the definition of a framework based on the annex I. Solver IG shares an updated version of its initially proposed work plan.

During the Project the Solver produces and provides the following Project deliverables, using Annex IV (Template for reporting.). The reporting period is from XXX to XXX and should be delivered to the Funder by XXXXX

**Although the working language will be Spanish, deliverables listed below shall be in English.**



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## Proof of the performed work: deliverables

1. **Work Performed and Costs Incurred during Co-creation.** Based on the *spreadsheet* template, Solvers are requested to provide clear explanation on three issues:
  - a. First, to justify that they have carried out what was agreed in the Workplan at the beginning of co-creation. This reporting piece will be used during the final co-creation meeting (wp5) to comment on the results, so companies should work on it before attending such a final meeting.
  - b. Second, Solvers Intervention Group must explain what direct costs and indirect costs they have incurred during the implementation period
  - c. Third, time sheets must be provided by Solvers in order to prove the involvement of each person in their organisation participating in the project. Template duly includes a customised inDemand-RCT model, but companies may provide equivalent internal timesheets which are valid in the organisation.
2. **Go2market Plan.** The final version of the marketing plan that companies have been working on in the business support phase in order to bring the solution to market.
3. **Copy of the co-creation Work plan,** which was signed by Solver Intervention Group and Challenger

By the end of the project duration, Solver Intervention Group will be requested by Funder to report the a.m. deliverables to the Funder. Solver Intervention Group will have 15 calendar days after the "End Date" of co-creation & business support. By submitting the a.m. deliverables, Solver is considered to have expressed their intent 1/ to successfully close the co-creation & business support and 2/ to receive the final payment

## 6. MAXIMUM FINANCIAL CONTRIBUTION

In accordance to the budget proposed by the Solver in its proposal, the maximum financial contribution to be granted to the Solver for the implementation of the Project will be of **XXXX€**, as a lump sum.

## 7. PAYMENT OF FINANCIAL CONTRIBUTION

An advanced payment of 50% of the final financial contribution is available to Solvers **Intervention Group** upon request. This advanced payment shall be paid to the Solver within 15 days after the Sub Grant Agreement had been signed by all parties, the bank guarantee has been accredited and the Solver requires it formally via email. The payment is to support the start of the work described in the Annex I.

In the Region of Murcia, the advanced payment is subject to the supply of a bank guarantee by the Solver as stated in article 3.5.1 of the Guide for Applicants.

The final payment consists on the bank transfer of the 100% of the grant. This amount will be of some 50% in case of being previously operated an advance payment.

In case of positive assessment by Challenger-Supporter-Funder of the deliverables submitted by Solvers, a Completion Certificate is due to be edited and signed. The aim of this certificate is to accredit the fulfilment of the Solvers obligations during co-creation & business support (wp5), and leave the floor to final payment, as foreseen in the SGA.

Challenger & Funder will manage this final step with a view the Solver may receive the final payment from the Funder in the shortest delay. The Funder will undertake all possible efforts for final payment to be operated no more than



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40 calendar days after the duration of co-creation & business support (as indicated in the article 2 of the SGA: duration of the project).

The Funder reserves the right to withhold the payments in case the Solver does not fulfil with its obligations and tasks as described in this Sub-Grant Agreement.

The Funder reserves the right to decrease the final payments in case of difference between the forecast budget and the final amount certified

Banking and transaction costs related to the handling of any financial resources made available to this Project shall be covered by the Solver.

Once the final bank transfer is operated, copy of the Completion Certificate signed by Challenger-Funder Will be emailed by the Funder to the Solver **Intervention Group**.

The final payment to all the Solvers is the last step of the Call for Solvers and states the end of the interaction.

Sub-Grantee (solvers) accepts that the Funder, Agency, the Commission, the European Innovation Council and SMEs Executive Agency (EISMEA), the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 of the GA NUMBER 824206 (reproduced at the end of this document). This implies that EU services can go to the premises of the third parties for carrying out checks about the compliance of the conditions for the financial support.

## 8. ELIGIBLE COST OF THE PROJECT

Eligible costs for this InDemand-RCT Call will only be:

1. Direct costs:
  - 1.1 Personnel costs: researchers, technicians and other supporting staff of the applicant employed on the Project (up to 75% of the total costs claimed).
  - 1.2 External Intellectual Services (up to 25% of the total costs claimed)
2. Indirect costs:
  - 2.1. overheads and other operating expenses, including travel costs, costs of materials, supplies and similar products, incurred directly as a result of the Project. These indirect costs will be calculated as a flat rate of 25% of the total eligible personnel costs + external intellectual services, and don't need to be justified.

## 9. FINANCIAL STATEMENT

A Financial statement details the actual expenses according to personnel costs.

The deliverables of the Proof of the Performed Work shall be declared by using the Template for reporting and sent to the Funder

In particular, Solvers must explain what direct costs and indirect costs they have incurred during the duration of the project.

Costs shall be reported in Euros.

Remuneration statements and time sheets (total number of hours spent by each employee declared on the project) will be required together with the financial form.



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## 10. DEFAULTS

In the event Funder identifies that the Solver has:

- i) breached its obligations under this Agreement;
- ii) stops to carry out the Project and is not able or willing to continue the Project;
- iii) is engaged in a bankruptcy or receivership process,

Funder will give written notice requiring that such breach to be remedied within 14 days.

In the event that the Solver has not brought remedies from the notice, Funder may decide to terminate this Agreement unilaterally.

Moreover, in the event the breach of the contractual obligations has been intentioned or with gross negligence, Funder request the Solver the refund of the payments made to date.

## 11. INTELLECTUAL PROPERTY RIGHTS & NON-DISCLOSURE AGREEMENT

### 11.1 Originality of the sub-granted projects

It is required that proposals submitted are based on original works by the applicants and that their foreseen developments are free from third party rights. inDemand-RCT is not obliged to verify the authenticity of the ownership of the foreseen products/ services. Any issues delivered from third party claims that arise a result of the sub-granted projects are on the sole responsibility of the applicant.

### 11.2 Ownership of the sub-granted projects

Each Solver that generates results owns the attached IPRs generated during the co-creation process and will own results that are not IPRs. Each Contractor is responsible for the management and protection of its IPRs and bears the costs associated with this.

The Solvers funded within inDemand-RCT project will be the unique owners of the technologies created within the framework of their sub-granted projects. Parts of their works will be requested to be public for inDemand-RCT dissemination purposes.

### 11.3 Liability

INFO Murcia, the European Commission and the European Innovation Council and SMEs Executive Agency (EISMEA) cannot be held liable for any acts or omission of the applicant in relation to the selected sub-granted project implemented by the Solver. The inDemand.RCT, the European Commission and the European Innovation Council and SMEs Executive Agency (EISMEA) shall not be liable for any defaults of any products, processes or services created in the sub-grant project. Including, for instance, anomalies in the functioning or performance thereof.

Solver will indemnify the inDemand-RCT Funder, the European Commission and the European Innovation Council and SMEs Executive Agency (EISMEA) in case of any action, complaint or proceeding brought by a third party against the inDemand-RCT because of damage caused, either by any of its acts or omissions in relation to sub-granted



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project, or by any products, processes or services created by it based on foreground resulting from the sub-granted project.

Solvers shall bear sole responsibility for ensuring that their acts within the framework of their sub-granted projects do not infringe third parties right.

## 12. COMMERCIAL BENEFITS

The challenger organization gets several implicit benefits from its participation in the co-creation. One of them is to lead the development or customization of a solution towards their interest or particular use case, guiding the innovation in business from their own priorities.

On the other hand, with the work done in the co-creation pilot, the feasibility assessment of the solution studied is achieved under real conditions of use, in its real implementation environment. This fact saves to the challenger the cost of the feasibility study before implementing a new business solution.

If the pilot achieves sufficient cases, it is possible that the challenger may also conduct an economic impact analysis that assesses the scalability of the solution and the curve of Return of Investment (ROI) in said applied technology.

Given that the Solver **Intervention Group** will be the exclusive owner of the Intellectual Property Rights of the final development, the participation of the challenger in its co-creation will have its compensation to guarantee the sustainability of this model, if the solution is procured after the co-creation

## 13. COMPLIANCE ASPECTS

### 13.1 Privacy

The approach of the pilot must be previously validated by an Ethics Committee of the challenger organization. The Committee will pay special attention to the protection of personal data, observing the requirements established by the new European data protection [Regulation \(EU 2016/679\)](#) and each national law. Among others an Impact Analysis document, with identified risks and proposed measures, will be required to the Solver.

### 13.2 Technical

Routine audit execution capabilities that include, at least, user access records to data and services, task execution records, and component configuration change records.

## 14. DISSEMINATION OF RESULTS

Beneficiaries shall comply with all the terms and conditions set out in the General Condition Annex (Annex II) to develop the InDemand-RCT project (EU-funded through Horizon 2020 programme), related to the following aspects concerned the Services:

- RIGHTS AND OBLIGATIONS RELATED TO RESULTS: Ownership of Results, Protection of Results, Exploitation and dissemination of results, access rights to results, Transfer and licensing of results
- RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND: Access rights principles, Access rights for implementation, Access rights for exploitation



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## 15. INFORMATION AND COMMUNICATION

- Information and communication towards the EC. The Sub-Grantee 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 (following the indications of Annex II).
- Information and communication among the Contracting Parties. Any communication or request concerning the Sub-Grant Agreement shall identify the Sub-Grant Agreement number, the nature and details of the request or communication, and be submitted to the Funder
- Any changes of persons or contact details shall be notified immediately to the Contractor. The address list shall be accessible to all concerned.

## 16. DATA PROTECTION

INFO Murcia is committed to protect and respect applicants' privacy in accordance with the Data Protection Directive 95/46/EC. We do hereby inform you that the data you have sent us by way of this electronic form shall be included in the information systems of INFO Murcia. Said communication shall be used to deal with your request, as well as to send any information which may be of interest to you about our activity. By indicating your data, and pursuant to the stipulations of article 6 of the L.O.P.D., you are granting your clear consent to INFO Murcia, to process, in compliance with the purposes mentioned in the previous paragraph above, the personal data provided. Notwithstanding, at any time you may exercise your rights of access, rectification, objection and, where applicable, cancellation, at the address: INFO Murcia, avda la Fama 3, 30003 Murcia, [informacion@info.carm.es](mailto:informacion@info.carm.es).

## 17. LIABILITY

Beneficiary SMEs shall retain responsibility for the Services carried out.

Except in case of force majeure, the Beneficiary SMEs must compensate the in-Demand-RCT Funder, the European Commission and the European Innovation Council and SMEs Executive Agency (EISMEA) for any **damages** it sustains as a result of the implementation of the services or because the action was not implemented in full compliance with the Sub-Grant Agreement.

If the Beneficiary or the challenger **breaches any condition**, requirement or time term stated in the Sub-Grant Agreement, the Call or other applicable legal requirements, a breach procedure will be started. The actor will be notified, any claiming from it will be processed and a final decision and its communication issued. These procedures could finally result in losing the awarded grant or the right to successfully conclude the pilot implementation, including any reimbursement if already paid. The Funder is responsible for issuing these procedures as stated in the Sub-Grant Agreement.

Therefore, in case of any cause resulting in the need of **reimbursement of the grant** received by a Beneficiary, the corresponding Funder will proceed through its habitual procedures under local law. Alternatively, the Funder could execute the Beneficiary's bank guarantee in order to recover the grant paid, if stated in the Sub-Grant Agreement.

Beneficiaries shall ensure that the Funder and Challenger are informed in due time of any event which might significantly affect the implementation of the action or the interests of the Union.



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## 18. APPLICABLE LAW AND COMPETENT COURT

This Sub-Grant Agreement is ruled under Spanish law. Any dispute, controversy or claim arising out of or relating to this Sub-Grant Agreement, or the breach, termination or validity thereof, shall be finally settled by the Court of Justice in Murcia town.

## 19. SUBGRANT AGREEMENT PROVISIONS

Any provision of this the Sub-Grant Agreement, shall take precedence over the provisions of any of the Annexes. The provisions of Annex II shall take precedence over the provisions of Annex I.

## 20. ENTRY INTO FORCE

This Sub-Grant Agreement shall enter into force after the signature of Challenger, Funder and Solver's legal representatives. The effective date will be the last date of signature. This Agreement has been made in three originals in English.

## 21. AMENDMENTS

Amendment of the SGA is possible during the implementation of the project. In such cases, the request for amendment must be formally issued from the interested party to the other two parties in written form before the conclusion of the project, by including more precisely:

- Issue to be amended
- Reasons for such an amendment
- Contingency plan with detailed info on the measures to be implemented in order to assure the completion of the envisaged objectives of the project
- Envisaged date of deliverance of the reporting evidences

Such a request is to be managed by the Funder who will prepare a formal amendment of the SGA which will be circulated to the other two parties for signature. The flow of signatures will be: Solver – Challenger – Funder.

Any amendment will enter into force the day of the last signature.



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## 22. SIGNATURES

<p><b>inDemand-RCT Funder</b> Name of legal representative: XXXX, Chief Financial Officer</p> <p>Signature of legal representative: Stamp of the organisation (if applicable): Date</p>	<p><b>inDemand.RCT Challenger</b> Name of legal representative:</p> <p>Signature of legal representative: Date:</p>
<p><b>For inDemand-RCT Intervention SME</b> Name of legal representative: Job title:</p> <p>Signature of legal representative: Stamp of the organisation (if applicable): Date: done at <b>INSERT PLACE:</b></p>	



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