



Subgrant Agreement Template

For the XR4ALL open call for proposals

Subgrant Agreement Nr. [###]

[Proposal Title]



XR4ALL has received funding from the European Union's Horizon 2020 Research and Innovation Programme under Grant Agreement N° 825545.

SUBGRANT AGREEMENT

Number [XXX – Acronym]

This Subgrant Agreement, hereinafter the “**Subgrant Agreement**”,
Is made on [agreed date]

BETWEEN:

[COMPANY_NAME], a [private/public] law company organized under the laws of [COMPANY_COUNTRY], established in [COMPANY_LEGAL_ADDRESS], with [VAT_NUMBER], represented by [COMPANY_REPRESENTATIVE], [COMPANY_REPRESENTATIVE_POSITION] acting on behalf of the consortium XR4ALL whose objective is to implement “the XR4ALL Action”, hereinafter referred as the “**XR4ALL Partner**”

and

[ORGANISATION_NAME_ENTITY_GRANTED], a [private/public] law company organized under the laws of [COUNTRY], established in [LEGAL_ADDRESS], with VAT nr [VAT_NUMBER], duly represented by [LEGAL_REPRESENTATIVE], [LEGAL_REPRESENTATIVE_POSITION], Hereinafter referred as the “**Subgrantee**”

hereinafter, all contracting parties of this Agreement jointly or individually, referred to as “Parties” or “Party”;

WHEREAS:

The XR4ALL Consortium has been awarded a Grant Agreement by the European Commission (hereinafter the “Funding Authority”) entitled »**XR4ALL**« **Grant Agreement n° 825545**, hereinafter referred to as the “Grant Agreement with the aim to implement the XR4ALL Project which foresees that a part of the budget is flown down to third parties. Subgrantee was selected by the XR4ALL Project following the XR4ALL open call for proposals published on 20 June 2019 as a candidate to receive Financial Support as Third Party under Art. 15 of the XR4ALL Grant Agreement.

In performing this Subgrant Agreement, Subgrantee accepts the Grant Agreement (in particular, the Terms and Conditions) insofar as they relate to the work contracted to the Subgrantee and agrees to enable XR4ALL Partner to fulfil its obligations towards the Funding Authority and, if applicable, towards the other XR4ALL Consortium Partners. The necessary Terms and Conditions of the Grant Agreement are attached to this Agreement as Appendix 2 which shall be a part this Agreement.

Whereas XR4ALL Partner will provide financial support on behalf of the XR4ALL consortium to the Subgrantee for their participation in the Project as a so-called third parties receiving financial support;

Whereas in this Subgrant Agreement the Parties wish to lay down the contractual arrangements between them regarding their respective rights and obligations.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules of Participation for Horizon 2020 or in the Grant Agreement or XR4ALL, including their respective Appendixes.

2 Subject

2.1 The Subgrantee will perform the work as defined in the application filed for the XR4ALL open call, provided in Appendix 1 ((hereinafter referred to as the “Action”), forming a part of this Agreement.

2.2 In the event that such work by the Subgrantee is part of research activities, the Subgrantee shall be responsible for ensuring that the research work is carried out with scientific care, complies with accepted technical, scientific and professional standards, is undertaken by appropriate personnel and carried out in accordance with the schedule laid down in Article 3 and the financial provisions laid down in Article 4.

2.3 In no case may the rights and duties of this Subgrant Agreement be assigned or transferred to any other party in any manner whatsoever. Even if any other entities are involved in the implementation of the Action as collaborators, partners or supporters of the Subgrantee, the Subgrantee will be solely responsible of the execution of this Subgrant Agreement towards the XR4ALL Partner and indirectly, the Funding Authority.

3 – Duration – reporting duties – Intermediary evaluations

3.1 The tasks to be carried out by the Subgrantee under this Agreement shall commence on [XXXXXX] (hereinafter referred to as the “Start Date”).

3.2 The implementation of the Action will be made in two phases, each with deliverables to be submitted on time by the Subgrantee:

- **Phase1 - concept validation (duration: 2 months):** This phase starts at the Start Date and requires Subgrantee to better define and validate the proposed concept from a business and a technical perspective. At minimum, two deliverables are required latest for the last day of this phase:
 - a technical concept paper (including at least the technical specifications and architecture, the unit tests that will be run to ensure that the different units meet the planned design and behave as intended)

- a business concept paper (including at least a business canvas model or equivalent that describes the rationale of how the proposed solution helps creating, delivering, and capturing value, in economic, social, cultural, community or other contexts)
 - **Phase 2 - Development and integration (duration: 4 months):** This phase will start the day the Subgrantee is informed he is admitted in this phase, undertaking the development and integration of the solution, tool or component as proposed in the description of the Action and is expected to result in a working version, a tested Minimum Viable Product. Furthermore, the developed solution or a limited functionality version will be published on the XR solutions catalogue. The following deliverables are required latest for the last day of this phase:
 - An online demo of the developed solution, tool or component;
 - A report on the work done and the results;
 - The source code of the solution and tests available on the private area of the developer platform dedicated to the project.;
 - The final solution (full version or limited functionality version) published on the XR solutions catalogue
- 3.3 At the end of phase 1, if the required deliverables are submitted on time, the work and deliverables of the Subgrantee will be evaluated by an external panel of evaluators.
- 3.4 If the deliverables of Phase 1 are submitted on time and the work and deliverables of the Subgrantee are evaluated by an external panel of evaluators as sufficient quality, the Subgrantee will receive instructions to submit to the XR4ALL Partner a request for payment for the funding related to phase 1.
- 3.5 If the Subgrantee fails to submit his deliverables on time at the end of phase 1, the Subgrantee will not be able to claim the funding related to this phase and this Agreement will be terminated.
- 3.6 If the Subgrantee submits his deliverables on time at the end of phase 1 and the deliverables are evaluated by an external panel of evaluators as low quality, the first phase will be automatically extended by two weeks to allow the Subgrantee to improve the quality of his deliverables and be re-evaluated. If re-evaluated as sufficient quality, the Subgrantee will receive instructions to submit to the XR4ALL Partner a request for payment for the funding related to phase 1.
- 3.7 At the end of phase 1, a ranked list will be established with the results of the evaluations and only the top projects will be admitted in phase 2 and will therefore undertake to develop the proposed solution. All other projects Agreements will be terminated.
- 3.8 At the end of phase 2, if the required deliverables are submitted on time, the work and deliverables of the Subgrantee will be evaluated by an external panel of evaluators.
- 3.9 If the deliverables of Phase 2 are submitted on time and the work and deliverables of the Subgrantee are evaluated by an external panel of evaluators as sufficient quality, the Subgrantee will be requested to publish its solution on the XR Solutions Catalogue and will receive instructions to submit to the XR4ALL Partner a request for payment for the funding related to the second phase.

- 3.10 If the Subgrantee fails to submit his deliverables on time at the end of phase 2, the Subgrantee will not be able to claim the funding related to this phase and the Agreement will be terminated.
- 3.11 If the Subgrantee submits his deliverables on time at the end of phase 2 and the deliverables are evaluated as low quality, the second phase will be automatically extended by two weeks to allow the Subgrantee to improve the quality of his deliverables and be re-evaluated by the panel of evaluators. If re-evaluated as sufficient quality, the Subgrantee will receive instructions to submit to the XR4ALL Partner a request for payment for the funding related to the phase 2.
- 3.12 The total duration of the current Agreement will vary between two months and seven months in line with articles 3.2 to 3.11
- 3.13 The Subgrantee agrees to submit progress reports to XR4ALL Partner if needed to enable XR4ALL Partner to include all contents directly into the project reporting, and to identify work performed and resources deployed by the Subgrantee.
- 3.14 The XR4ALL Partner shall be entitled to use and publish the Results of the research work under this Subgrant Agreement as far as required to fulfil their obligations under the XR44ALL project. Such publication rights shall be free of charge.

4 – Financial contribution and Financial Provisions

- 4.1 When the provisions of articles 3.1 to 3.11 are met, the Subgrantee will be able to submit a request for payment of the grant related to the phase he successfully achieved and for which he submitted good quality deliverables. The funding is a lump sum defined as follow:
- Phase 1: concept validation: After the successful submission of the required deliverables and their evaluation by a panel of evaluators, Subgrantee can submit a request for payment for the amount of € 10 000 as lump sum for phase 1.
 - Phase 2: Development and integration: After the successful submission of the required deliverables and their evaluation by a panel of evaluators, Subgrantee can submit a request for payment for the amount of € 10 000 as lump sum for phase 2
- 4.2 In no case the amount requested by Subgrantee can exceed € 10 000 for phase 1 and € 40 000 for phase 2.
- 4.3 The Parties act under the assumption that these amounts are grant money and as such not subject to VAT.
- 4.4 The payment of the lump sum will be made in one instalment after fulfilling the provisions of Article 3, except if Subgrantee is part of the last cohort, in which case, the payment of the lump sum related to the second phase will be made in two instalments: One instalment after the submission of the request for payment and the second instalment after the XR4ALL consortium receives its final payment from the Funding Authority.

4.5 The bank account of the Subgrantee to which all payments of the financial contribution shall be made is:

Name of account holder: [BANK_ACCOUNT_HOLDER]
Name of bank: [BANK_NAME_AND_BRANCH]
Account reference: [ACCOUNT_NUMBER_IBAN_FORMAT]

The bank account will be verified through a correctly filled in, signed and stamped Banking Information Form (Appendix 3).

4.6 The payment request must be submitted to XR4ALL Partner at latest one month after the Subgrantee has been informed of its successful evaluation and receiving instructions to submit a request for payment.

4.7 The request for payment will be approved or rejected within two weeks from its reception. The payment will be made by XR4ALL Partner within 30 days from the reception of the request for payment, if approved.

4.8 The payment is to be considered as advance subject to final approval by the Funding Authority. The Subgrantee is obliged to repay any deficit. Setoff against claims of XR4ALL Partner shall only be allowed if the counterclaim is uncontested or if it is the subject of a final court decision.

4.9 XR4ALL Partner is entitled to withhold any payments due to Subgrantee, or recover any payments already made, in part or in full, as applicable:

- if the payment is not approved by the Funding Authority;
- if recovery is otherwise suggested by or agreed with the Funding Authority;
- if Subgrantee is identified by XR4ALL Partner to be in breach of its obligations under this Agreement.

5 – Breach of contractual obligations

5.1. In the event the XR4ALL Partner identifies that the Beneficiary has:

- i) Breached its obligations under this Agreement;
- ii) Stops to carry out the Action object of this Subgrant Agreement and therefore is not able or willing to continue the Action;
- iii) Is engaged in a bankrupt or receivership process,

the XR4ALL Partner will give written notice requiring that such breach to be remedied within 30 days.

5.2. In the event that the Subgrantee has not brought remedies from the notice, the XR4ALL Partner may decide to terminate the Agreement unilaterally.

5.3. Moreover, in the event the breach of the contractual obligations has been manifestly intentioned or with gross negligence, the XR4ALL Partner may request the Subgrantee the refund of the payments made to date.

5.4. The Subgrantee accepts to be part on this Subgrant Agreement, for the specific purpose stated above and fully and unconditionally accepts to refrain from being part in any other agreement, with any other party, with the same scope. The

Subgrantee also fully and unconditionally accepts to refrain from seeking for a second contribution from XR4ALL.

6. Results

6.1 Ownership of Results

Results elaborated by the Subgrantee under this Subgrant Agreement are owned by the Subgrantee.

6.2 Exploitation of Results

Exploitation Rights to Results elaborated by the Subgrantee under this Subgrant Agreement are exclusively vested in the Subgrantee.

6.3 Exploitation obligation

Subgrantee must - up to four years after the end of the project - take measures aiming to ensure exploitation of its Results (either directly or indirectly, in particular through transfer or licensing) by:

- (a) using them in further research activities (outside the subgrant action);
- (b) developing, creating or marketing a product or process;
- (c) creating and providing a service, or
- (d) using them in standardisation activities.

6.4 As a measure to foster exploitation of the results, Subgrantee shall publish the final solution or a limited functionality version of the final solution on the XR Solutions Catalogue to facilitate its uptake.

6.5 If Subgrantee breaches any of the obligations under this Article, the grant may be reduced.

7 – Liability of the Subgrantee

Article 46 (Appendix 2) applies, though, mutatis mutandis, to Subgrantee.

9 – Promoting the action, visibility of EU Funding

Article 38 (Appendix 2) applies, though, mutatis mutandis, to Subgrantee.

10 - Force Majeure

10.1 If any of the Parties is affected by force majeure, it must immediately notify the other party, stating the nature of the circumstances, their likely duration and foreseeable effects.

10.2 The Parties are not liable for any delay or failure to perform their obligations under this Subgrant Agreement if that delay or failure is a result of force majeure.

10.3 The Parties must take all necessary measures to limit any damage due to force majeure.

Article 11 - Contact Addresses

Any communication relating to this Sub-Grant Agreement shall be in writing, stating the title of the Action and sent to the following addresses:

For the XR4ALL Partner

For the Subgrantee

[Full Name]

[Full Name]

[Address]

[Address]

[Location]

[Location]

[Phone]

[Phone]

[E-mail]

[E-mail]

[Contact Person]

[Contact Person]

12 - Miscellaneous

12.1 Appendixes, inconsistencies and severability

In case the terms of this Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the Appendixes and the core text of this Agreement, the latter shall prevail.

Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

12.2 No representation, partnership or agency

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

12.3 Mandatory national law

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

12.4 Language

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

12.5 Applicable law and settlement of disputes

This Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

The Parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to the courts of the city of Brussels.

Nothing in this Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Signatures

AS WITNESS:

The Parties have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

XR4ALL Partner

Signature(s)
Name
Title
Date

Subgrantee

Signature(s)
Name
Title
Date

Appendix 1: Description of activities to be performed by the Subgrantee

Appendix 2 – Excerpts from the relevant Grant Agreement Terms and Conditions:

ARTICLE 15 — FINANCIAL SUPPORT TO THIRD PARTIES

15.1 Rules for providing financial support to third parties

15.1.1 The beneficiaries must provide financial support in accordance with the conditions set out in Annex 1.

At a minimum, these conditions must include:

- (a) the maximum amount of financial support for each third party.
The maximum amount may not exceed EUR 60 000 for each third party, unless it is necessary to achieve the objectives of the action as described in Annex 1;
- (b) the criteria for calculating the exact amount of the financial support;
- (c) the different types of activity that qualify for financial support, on the basis of a closed list;
- (d) the persons or categories of persons that may receive financial support, and
- (e) the criteria for giving financial support.

The beneficiaries must ensure that the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 also towards the third parties receiving financial support.

15.1.2 The beneficiaries must ensure that their obligations under Articles 35, 36, 38 and 46 also apply to the third parties receiving financial support.

15.2 (n.a.)

15.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under Articles 15.1.1 or 15.2.1, the costs related to the financial support or prize will be ineligible (see Article 6) and will be rejected (see Article 42).

If a beneficiary breaches any of its obligations under Articles 15.1.2 or 15.2.2, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.]

ARTICLE 22 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

22.1 Checks, reviews and audits by the *Agency and the Commission*

22.1.1 Right to carry out checks

The *Agency or the Commission* will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose the *Agency or the Commission* may be assisted by external persons or bodies. The *Agency or the Commission* may also request additional information in accordance with Article 17. The *Agency or the Commission* may request beneficiaries to

provide such information to it directly. Information provided must be accurate, precise and complete and in the format requested, including electronic format.

22.1.2 Right to carry out reviews

The *Agency or the Commission* may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables technological relevance of the action).

Reviews may be started **up to two years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Articles 10 to 16), the beneficiary concerned must inform the third party.

The *Agency or the Commission* may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The *Agency or the Commission* may request beneficiaries to provide such information to it directly.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available. Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a ‘**review report**’ will be drawn up.

The *Agency or the Commission* will formally notify the review report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations (‘**contradictory review procedure**’). Reviews (including review reports) are in the language of the Agreement.

22.1.3 Right to carry out audits

The *Agency or the Commission* may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started **up to two years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Articles 10 to 16), the beneficiary concerned must inform the third party. The *Agency or the Commission* may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons

or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. The *Agency or the Commission* may request beneficiaries to provide such information to it directly.

For **on-the-spot** audits, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a ‘**draft audit report**’ will be drawn up. The *Agency or the Commission* will formally notify the draft audit report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations (‘**contradictory audit procedure**’). This period may be extended by the *Agency or the Commission* in justified cases.

The ‘**final audit report**’ will take into account observations by the coordinator or beneficiary concerned. The report will be formally notified to it. Audits (including audit reports) are in the language of the Agreement. The *Agency or the Commission* may also access the beneficiaries’ statutory records for the periodical assessment of unit costs or flat-rate amounts.

22.2 Investigations by the European Anti-Fraud Office (OLAF)

Under Regulations No 883/2013 39 and No 2185/9640 (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

22.3 Checks and audits by the European Court of Auditors (ECA)

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits. The ECA has the right of access for the purpose of checks and audits.

22.4 Checks, reviews, audits and investigations for international organisations

Not applicable

22.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings

22.5.1 Findings in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 42), reduction of the grant (see

Article 43), recovery of undue amounts (see Article 44) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 55).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions (**‘extension of findings from this grant to other grants’**).

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

22.5.2 Findings in other grants

The *Agency or the Commission* may extend findings from other grants to this grant (**‘extension of findings from other grants to this grant’**), if:

(a) the beneficiary concerned is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and

(b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — no later than two years after the payment of the balance of this grant.

The extension of findings may lead to the rejection of costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44), suspension of payments (see Article 48), suspension of the action implementation (see Article 49) or termination (see Article 50).

22.5.3 Procedure

The *Agency or the Commission* will formally notify the beneficiary concerned the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

22.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

(a) an invitation to submit observations on the list of grants affected by the findings;

(b) the request to submit **revised financial statements** for all grants affected;

(c) the **correction rate for extrapolation** established by the *Agency or the Commission* on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the beneficiary concerned:

(i) considers that the submission of revised financial statements is not possible or practicable or

(ii) does not submit revised financial statements.

The beneficiary concerned has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the *Agency or the Commission* in justified cases.

The amounts to be rejected will be determined on the basis of the revised financial statements, subject to their approval.

If the *Agency or the Commission* does not receive any observations or revised financial statements, does not accept the observations or the proposed alternative correction method or does not approve the revised financial statements, it will formally notify the beneficiary concerned the application of the initially notified correction rate for extrapolation.

If the *Agency or the Commission* accepts the alternative correction method proposed by the beneficiary concerned, it will formally notify the application of the accepted alternative correction method.

22.5.3.2 If the findings concern **improper implementation** or a **breach of another obligation**: the formal notification will include:

(a) an invitation to submit observations on the list of grants affected by the findings and

(b) the flat-rate the *Agency or the Commission* intends to apply according to the principle of proportionality.

The beneficiary concerned has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate. If the *Agency or the Commission* does not receive any observations or does not accept the observations or the proposed alternative flat-rate, it will formally notify the beneficiary concerned the application of the initially notified flat-rate.

If the *Agency or the Commission* accepts the alternative flat-rate proposed by the beneficiary concerned, it will formally notify the application of the accepted alternative flat-rate.

22.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 42). Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 23 — EVALUATION OF THE IMPACT OF THE ACTION

23.1 Right to evaluate the impact of the action

The *Agency or the Commission* may carry out interim and final evaluations of the impact of the action measured against the objective of the *EU* programme.

Evaluations may be started during implementation of the action and up to *five* years after the payment of the balance. The evaluation is considered to start on the date of the formal notification to the coordinator or beneficiaries.

The *Agency or the Commission* may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The coordinator or beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.

23.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the *Agency* may apply the measures described in Chapter 6.

ARTICLE 35 — CONFLICT OF INTERESTS

35.1 Obligation to avoid a conflict of interests

The beneficiaries 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 *Agency* 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 *Agency* may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

35.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement or participation of the beneficiary may be terminated (see Article 50). Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 36 — CONFIDENTIALITY

36.1 General obligation to maintain confidentiality

During implementation of the action and for four years after the period set out in Article 3, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (**'confidential information'**).

If a beneficiary requests, the Commission may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement.

The beneficiaries may disclose confidential information to their personnel or third parties involved in the action only if they:

(a) need to know to implement the Agreement and

(b) are bound by an obligation of confidentiality.

This does not change the security obligations in Article 37, which still apply.

The Commission may disclose confidential information to its staff, other EU institutions and bodies or third parties, if:

(a) this is necessary to implement the Agreement or safeguard the EU's financial interests and

(b) the recipients of the information are bound by an obligation of confidentiality.

Under the conditions set out in Article 4 of the Rules for Participation Regulation No 1290/2013, the Commission must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.

The confidentiality obligations no longer apply if:

(a) the disclosing party agrees to release the other party;

(b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;

(c) the recipient proves that the information was developed without the use of confidential information;

(d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or

(e) the disclosure of the information is required by EU or national law.

36.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 38 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

38.1 Communication activities by beneficiaries

38.1.1 Obligation to promote the action and its results

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

This does not change the dissemination obligations in Article 29, the confidentiality obligations in Article 36 or the security obligations in Article 37, all of which still apply.

Before engaging in a communication activity expected to have a major media impact, the beneficiaries must inform the Commission (see Article 52).

38.1.2 Information on EU funding — Obligation and right to use the EU emblem

Unless the Commission requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:

- (a) display the EU emblem and
- (b) include the following text:

For communication activities: “This project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 688217”.

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 under grant agreement No 688217”.

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Commission.

This does not, however, give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

38.1.3 Disclaimer excluding the Commission responsibility

Any communication activity related to the action must indicate that it reflects only the author's view and that the Commission is not responsible for any use that may be made of the information it contains.

38.2 Communication activities by the Commission

38.2.1 Right to use beneficiaries’ materials, documents or information

The Commission may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material that it receives from any beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.

However, if the Commission's use of these materials, documents or information would risk compromising legitimate interests, the beneficiary concerned may request the Commission not to use it (see Article 52).

The right to use a beneficiary's materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the Commission 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 1049/2001, 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 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 Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiaries), the Commission will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the European Union (EU) under conditions.”

38.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 46 — LIABILITY FOR DAMAGES

46.1 Liability of the Commission

The Commission cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of implementing the Agreement, including for gross negligence.

The Commission cannot be held liable for any damage caused by any of the beneficiaries or third parties involved in the action, as a consequence of implementing the Agreement.

46.2 Liability of the beneficiaries

46.2.1 Conditions

Except in case of force majeure (see Article 51), the beneficiaries must compensate the Commission 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 Agreement.

Each beneficiary is responsible for paying the damages claimed from it.

46.2.2 Amount of damages - Calculation

The amount the Commission can claim from a beneficiary will correspond to the damage caused by that beneficiary.

46.2.3 Procedure

Before claiming damages, the Commission will formally notify the beneficiary concerned:

- informing it of its intention to claim damages, the amount and the reasons why and
- inviting it to submit observations within 30 days.

If the Commission does not receive any observations or decides to claim damages despite the observations it has received, it will formally notify **confirmation** of the claim for damages and a **debit note**, specifying the amount to be recovered, the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Commission may **recover** the amount:

- (a) by ‘**offsetting**’ it — without the beneficiary’s consent — against any amounts owed to the beneficiary concerned by the Commission or an executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU’s financial interests, the Commission may offset before the payment date specified in the debit note;

(b) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under




Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

Appendix 3 - Banking Information Form

Proposal / Contract Number		Proposal/Contract Acronym (Name)	
Financial Information for payments			
<ul style="list-style-type: none">  Please ensure that the following information is correct, otherwise the payment may be rejected.  Complete the form on your PC and not by hand, since unreadable information might cause delays.  If a change of this Financial Information is necessary please inform the XR4ALL Partner immediately! Any costs and bank fees due to incorrect or invalid Financial Information will be borne by the Subgrantee . 			

Account holder			
Name of Account holder (as registered with the bank)			
Full address of account holder (as registered with the bank)			
Street name and number			
Postal Code		Town/City	
Country		VAT number	
Contact person of the account holder regarding the payments			
Name		First name(s)	
Phone		Fax	
e-mail			

Bank-Information			
Bank name			
Branch address (full address – PO box not accepted)			
Street name and number			
Postal Code		Town/City	
Country			
Account no			
Bank sorting code			
International Bank Account Number (IBAN) The IBAN is mandatory for all European Partners. Where no IBAN is provided increased bank-fees are charged to the partners. See also http://www.ecbs.org/iban.htm			
BIC/SWIFT			
Requested »reason for payment« (if other than EU project name or n°) / Remarks			

We certify that above information declared is complete and true.

BANK STAMP + SIGNATURE BANK REPRESENTATIVE*
(Obligatory)

DATE, STAMP + SIGNATURE of ACCOUNT HOLDER
(Obligatory)

Appendix 4 Open call announcement

(Will be annexed and be part of the Subgrant Agreement)

Appendix 5 Guide for Applicants

(Will be annexed and be part of the Subgrant Agreement)

Appendix 6 Declaration on Honour

(Will be annexed and be part of the Subgrant Agreement)

Appendix 7 Legal Entity Form and supporting documents
(Will be annexed and be part of the Subgrant Agreement)