



HUBCAP

Grant Agreement: 872698

Digital Innovation HUBs and CollAborative
Platform for cyber-physical systems

Call #1.5 PULL Documentation Kit
May/2022



This project has received funding by the European Union's Horizon 2020 research and innovation programme under grant agreement 872698.



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Digital innovation HUBs and CollAborative
Platform for cyber-physical systems

Annex 1: Guidelines for Applicants Open Call #1.5 PULL
May/2022



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Table 1: List of partners from the HUBCAP Consortium.

HUBCAP Consortium			
Participant Number	Participant organisation name	Short name	Country
1	Aarhus University	AU	Denmark
2	Newcastle University	UNEW	UK
3	fortiss	FOR	Germany
4	Virtual Vehicle Research Center	VV	Austria
5	Fundazione Bruno Kessler	FBK	Italy
6	KTH Royal Institute of Technology	KTH	Sweden
7	University "Lucian Blaga" of Sibiu	ULBS	Romania
8	Engineering Ingegneria Informatica S.p.A.	ENGIT	Italy
9	Research Institutes of Sweden AB	RISE	Sweden
10	F6S Network Ireland Limited	F6S	Ireland
11	Politecnico di Milano	POLIMI	Italy
12	Unparallel Innovation	UNP	Portugal
13	Controllab Products	CLP	Netherlands
14	BEIA Consult	BEIA	Romania
15	Verified Systems International	VSI	Germany
16	Validas	VAL	Germany
17	Technology Transfer Systems srl	TTS	Italy

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The HUBCAP project, co-funded from the European Union's Horizon 2020 research and innovation programme under grant agreement No 872698, foresees as an eligible activity the provision of financial support to third parties, to achieve its own objectives.

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List of Abbreviations and Acronyms	
HUBCAP	Digital Innovation HUBs and Collaborative Platform for Cyber-Physical Systems
CET	Central European Time
EC	European Commission
EU	European Union
MBD	Model-Based Design
CPS	Cyber-Physical System
RTD	Research and Technological Development
SME	Small and Medium-sized enterprises (including start-ups)
DIHs	Digital Innovation Hubs
TRL	Technology Readiness Level
VAT	Value Added Tax
OC	Open Call
OLAF	European Anti-Fraud
ESR	Evaluation Summary Report
AWU	Annual Work Unit
GDPR	General Data Privacy Regulations

1 Introduction

This document provides a full set of information regarding the Open Call #1.5 PULL of the HUBCAP project (www.hubcap.eu). The Sub-Grant Agreement template (as given in Annex 4) must be additionally considered for the submission of an application to the Open Call #1.5 PULL.

HUBCAP has organised three sets of open calls (OCs) to select and directly finance SMEs to develop, experiment, integrate, and deploy new existing Model-Based Design (MBD) and Cyber-Physical Systems (CPS) technology through the application of high valuable experiments. These has included:

1. Call #1 PULL (Call #1.1; Call #1.2; Call #1.3; Call #1.4; Call #1.5)
2. Call #2 EXPERIMENT (Call #2.1; Call #2.2)
3. Call #3 INNOVATE (Call #3)

1.1 Background information on the HUBCAP project

HUBCAP will provide a one-stop-shop for European SMEs wanting to join the Cyber-Physical Systems (CPS) revolution using Model-Based Design (MBD) techniques. It builds on seven established Digital Innovation Hubs (DIHs) in seven European countries, each embedded in its regional innovation ecosystem, offering complementary technical expertise, experimental capabilities, and specialist knowledge in CPS application domains. From this base, HUBCAP will create a growing and sustainable European network offering SMEs opportunities to undertake experiments, seek investment, access expertise and training, and form new business links. This is enabled by a cloud-based open collaboration platform with a ‘sandbox’ capability to help users’ trial new technology.

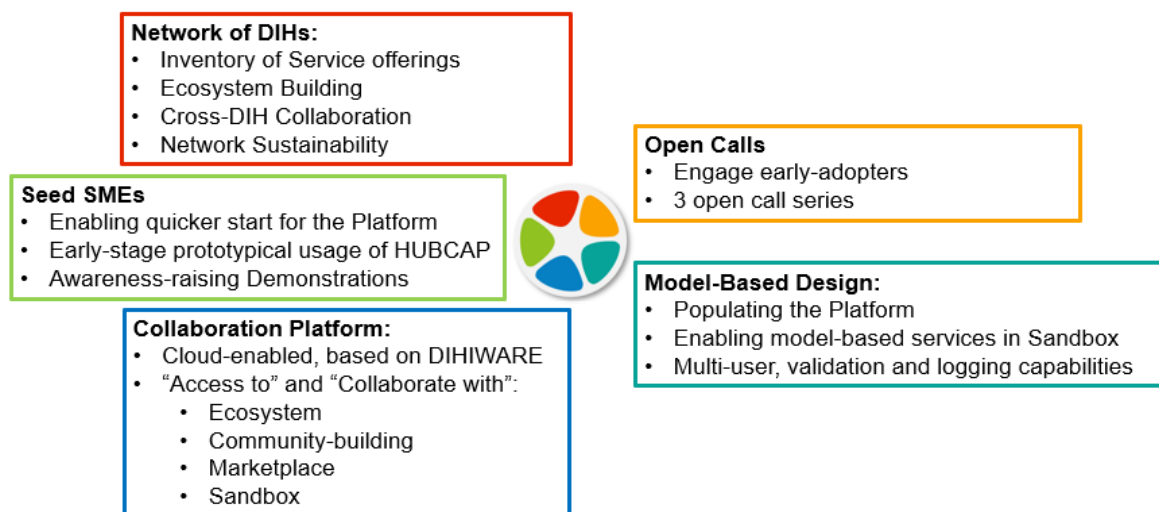


Figure 1: HUBCAP one-stop-shop for SMEs.

HUBCAP will lower barriers for SMEs to realise the potential of growing autonomy in CPSs by accessing advanced Model-Based Design (MBD) technology, providing training and guidance, and acting as a gateway to the full network of all registered DIHs specialising in CPS. Half the project funding will go to supporting SMEs, including open call funding for SMEs to join the ecosystem and experiment with MBD technology. HUBCAP will extend an existing open collaboration platform to enable SMEs to co-create, analyse, and validate new CPS products in a virtual setting, by accessing CPS assets (models, tools, services) and experimenting with new solutions, de-risking investments in skills or resources.

Technology providers will help populate and validate the initial collaboration platform and carefully selected seed SMEs will assist in kickstarting the ecosystem and reaching out to entirely new users of MBD technologies.

The vision of the Digital Innovation Hubs and Collaborative Platform for Cyber-Physical System (HUBCAP) project is to lower the initial costs for SMEs for using a MBD approach for the development of CPSs, delivering a sustainable network of SMEs, DIHs and other actors that enables and encourages suppliers and users of CPS models and MBD tools to meet and collaborate. This will be achieved by building an ecosystem around a cloud-based collaboration platform supported by DIHs and by the SMEs enhanced by Open Calls.

The funding to third-party SMEs will enable the extension of the technology offer beyond consortium partners (even opening the space for other H2020 competitor proposals with different technologies to engage with HUBCAP) and enlarge the outreach of the large-scale pilots by supporting the deployment of new pilots in different geographic regions.

1.2 HUBCAP approach

HUBCAP aims to create a sustainable ecosystem based on three key elements.

First, has create a sustainable network from existing Digital Innovation Hubs (DIHs) with complementary competencies in CPS design and from a range of European countries. This network will build up an innovation ecosystem with the help of innovative seed SMEs.

Second, HUBCAP has run a programme of open calls to pull SMEs into the ecosystem (Call #1 PULL), to allow them to experiment with new technologies (Call #2 EXPERIMENT) and to innovate in creating new products and services (Call #3 INNOVATE).

Third, HUBCAP has create a cloud-based platform to underpin the ecosystem and enable collaboration through servitisation of MBD tools. This will enable users and suppliers to explore, share, and buy CPS assets (models, tools, services, training) from across the ecosystem through a 'try-before-you-buy' sandbox and integrated 'pay-as-you-go' charging.

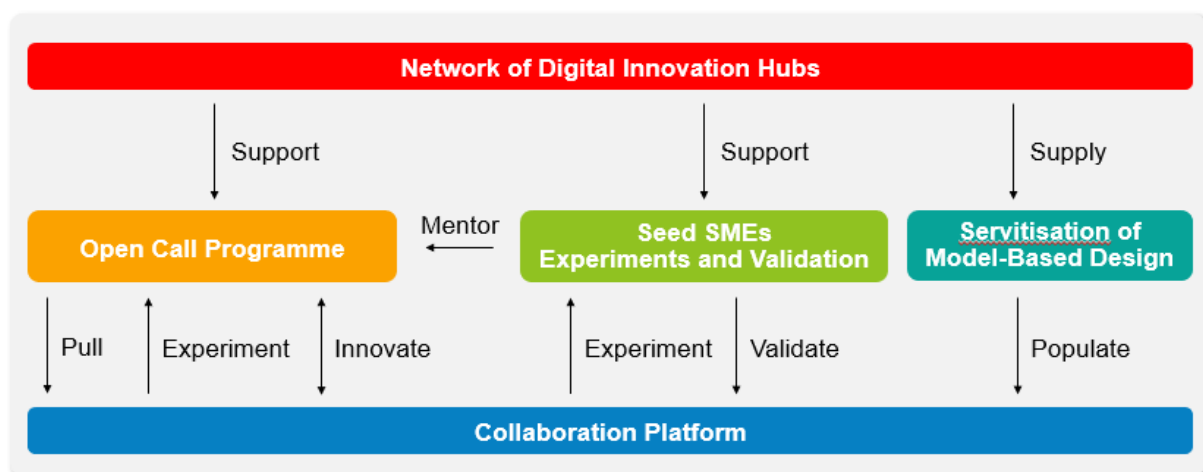


Figure 2: HUBCAP overall approach.

As mentioned above, HUBCAP will organize three sets of open calls to select and directly finance SMEs to develop, experiment, integrate, and deploy innovative Model-Based Design (MBD) and Cyber-Physical Systems (CPS) technology to create new products.

Working with the DIHs, SMEs will be able to access central funding for experiments via open calls as well as direct support. Members will make models, tools, training materials and expertise available to each other, either freely or on a commercial basis, making it faster and easier to access MBD CPS engineering tools.

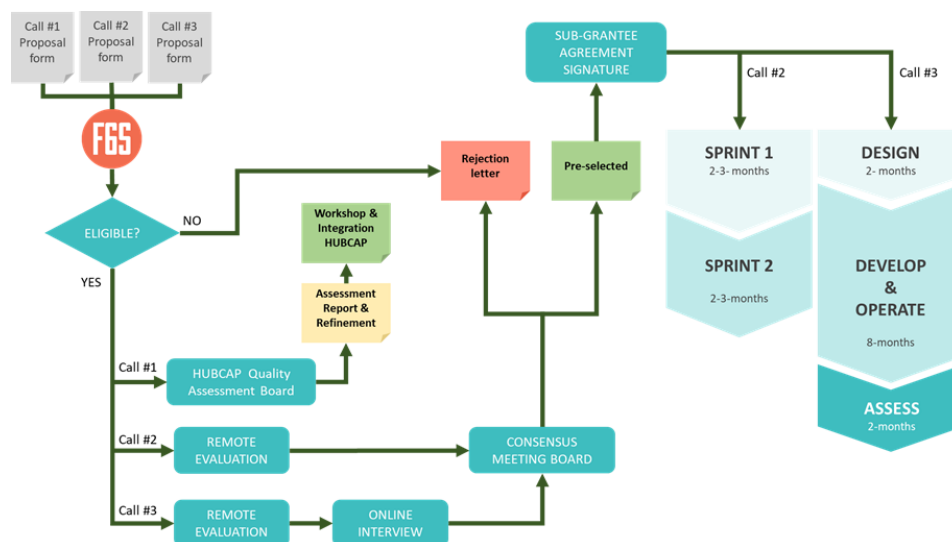


Figure 3: HUBCAP OCs overall concept and evaluation procedure.

The first open call, Call #1 PULL, will help individual SMEs get their assets on the platform. The second open call, Call #2 EXPERIMENT, will finance a consortium of SMEs to experiment with MBD. The third open call, Call #3 - INNOVATE, will finance a consortium of SMEs to innovate with MBD to create new products.

It is expected that new innovations will emerge towards the third year from the project third-party experiments through the EXPERIMENT and INNOVATE calls that will open later in the project timeline. Conversely, the PULL call is open from early in the project (with five regular deadlines) and has a budget dedicated to workshops helping partners get their assets into the collaboration platform.

IMPORTANT: The information provided in this document is only binding in relation to Call #1.5 PULL, and applicants should comply with the respective guidelines and sub-grant agreement of this call.

2 General information

2.1 Means of submission

The F6S platform (<https://www.f6s.com/hubcap-call-1.5-pull/apply>) will be the entry point for all applications' submission to HUBCAP Open Call #1.5 PULL. Submissions received by any other channel will be automatically discarded.

Documents required in subsequent phases of the programme will be submitted via a dedicated channel, which will be indicated by HUBCAP consortium during the sub-granted projects execution.

2.2 Language

English is the official language for HUBCAP open calls. Submissions done in any other language will not be evaluated. English is also the only official language during the whole execution of the HUBCAP programme. This means any requested submission of deliverable will be done in English in order to be eligible.

2.3 Data protection

Beneficiary's personal data processing

In order to process and evaluate applications, HUBCAP will need to collect Personal and Industrial Data. F6S Network Ireland Limited, as the Project Open Calls manager will act as Data Controller and will be responsible for ensuring that collection, processing and sharing of personal data and/or special categories of personal data are in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the General Data Protection Regulation ("GDPR")). F6S will therefore ensure the legal grounds for personal data processing, ensuring the contractual basis and taking required security measures in accordance with GDPR before processing and sharing any personal data and/or special categories of personal data.

Moreover, as personal data included in the applications need to be shared with the members of the HUBCAP Quality Assessment Board, F6S Network will assure the lawful basis for this sharing and processing, according to GDPR Article 6.1 (b) (*"Processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract"*), namely promoting a data processing agreement with said HUBCAP members.

Personal data embedded in the Beneficiary's technology

If the Beneficiary acts as data processor in respect of any personal data included and/or processed through the MBD Technology to be submitted to HUBCAP platform, the data controlling Beneficiary undertakes to bind any and all of their data processors, including if necessary F6S and/or any other HUBCAP consortium partner, to a data processing agreement in compliance with the applicable statutory data protection laws.

The F6S platform's system design and operational procedures ensure that data is managed in compliance with The General Data Protection Regulation (EU) 2016/679 (GDPR). Each applicant will accept the F6S terms to ensure coverage.

Please note that HUBCAP requests the minimum information needed to deliver the evaluation procedures. The **Financial Information Form**, and **Annex 4: Sub-grant Agreement Template**, are provided for reference and will only be requested if the SME is accepted in Call #1.5 PULL to integrate its assets within the HUBCAP Collaborative Platform.

Please refer to <https://www.f6s.com/terms> to check F6S platform data privacy policy and security measures.

2.4 Origin of the funds

Any selected applicant will sign a dedicated Sub-Grant Agreement with the HUBCAP consortium.

The funds attached to the Sub-Grant Agreement come directly from the funds of the European Project HUBCAP funded itself by the European Commission and remain therefore, property of the EU until the payment of the balance, whose management rights have been transferred to the project partners in HUBCAP via European Commission Grant Agreement Number 872698.

As it can be seen in the Sub-Grant Agreement template (*Annex 4*), this relation between the sub-grantee and the European Commission through HUBCAP project carries a set of obligations to the sub-grantee with the European Commission. It is the task of the sub-grantee to accomplish them, and of the HUBCAP consortium partners to inform about them.

3 Eligibility of applicants

HUBCAP invites market-oriented SMEs to introduce their MBD CPS within the HUBCAP Collaborative platform.

The HUBCAP Open Call #1 PULL will fund the integration of Single European mid-caps, SMEs and Micro SMEs as defined in EU law: EU recommendation 2003/361/115. Each of these must be established in an EU Member State or in an Associated Country.

3.1 Definition of SME

An SME will be considered as such if complying with the European Commission Recommendation 2003/361/EC¹ and the SME user guide².

3.2 SME Eligibility Criteria

An SME is considered eligible for HUBCAP open call #1 PULL if it complies with ALL the following rules:

- i. It is a legal entity established and based in one of the EU Member States or an H2020 Associated country as defined in H2020 rules for participation³:
- ii. It is a technology provider of MBD CPS technology.

Please note that a signed version of **Annex 2: Applicant Declaration of Honour** and **Annex 3: SME Declaration** are mandatory for the HUBCAP Open Call #1.5 PULL application.

3.3 Application Eligibility Criteria

The following proposals eligibility criteria also apply:

- i. Applications must have a **clear European dimension, facilitate HUBCAP based innovation** and contribute towards European Union digitization, **targeting clear economic and societal impact**.

¹ European Commission Recommendation 2003/361/EC. <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

² SME definition http://ec.europa.eu/enterprise/policies/sme/files/sme_definition/sme_user_guide_en.pdf

³ Association to Horizon 2020 is governed by Article 7 of the Horizon 2020 Regulation. The list of associated countries is available at: http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/3cpart/h2020-hi-list-ac_en.pdf

- ii. **Each SME may submit only one (1) asset application at each HUBCAP call #1.5 PULL. Multiple submissions to call #1.5 will not be accepted.** This is the last PULL open call.
- iii. **The maximum amount of direct funding that an SME may receive via HUBCAP for Open Call #1.5 PULL is 1000 EUROS.**

4 HUBCAP Open Call #1.5 PULL

The following chapter shows all the relevant information for a successful application to Call #1.5 PULL.

4.1 Funding Scheme

The Open Call #1.5 PULL will fund individual SMEs with Model-Based Design (MBD) Cyber-Physical System (CPS) technology products and services that can be integrated in HUBCAP Collaborative Platform.

The selected products and services will enlarge and enrich the pool of technology tools/offers of HUBCAP.

Individual SMEs will receive a total fund of 1.000€ (one thousand Euro) to introduce their technologies and participate in a Workshop. Participation in the workshop is mandatory.

To avoid conflicts of interest, applications will not be accepted from persons or organisations who are partners in the HUBCAP consortium or who are formally linked in any way to partners of the consortium. All applicants will be required to declare that they know of no such potential conflicts of interest that should prevent them from applying.

Third parties receiving the sub-grant from HUBCAP through the Open Call will not become part of the HUBCAP project consortium and do not accede to the HUBCAP Grant Agreement; therefore, an EU Participant Identification Code (PIC) is not required. Likewise, the third parties will not become parties to the Consortium Agreement entered among the HUBCAP consortium partners.

HUBCAP funding is results-driven, provided as vouchers in a lump sum way. As such, there is no need for a traditional administrative-justification system (e.g., counting hourly dedication or calculating workload), but getting the funding is associated with the full achievement of the relevant milestone.

4.2 Timeline

Submission to Call #1.5 PULL will be enabled on the **10th of May 2022** and end on the **7th of July 2022 at 17:00h CEST** time (Brussels time). Figure 4 shows the different activities and respective timelines expected for Call #1.5 PULL.

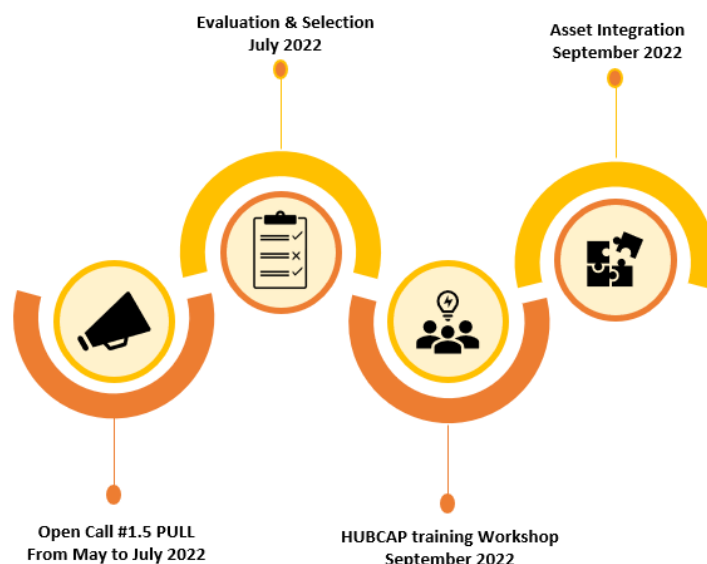


Figure 4: Open Call #1.5 PULL activities timeline.

The evaluation process will be undertaken after the deadline for applying to Call #1.5 PULL is concluded, to allow a fair process. After the evaluation process a selection period will follow, and its duration will be determined taking into consideration the final date for the HUBCAP Workshop (minimum two weeks before the workshop takes place).

Each Workshop will have a duration of one day only and its goal is to clarify how the process of asset integration will occur and to provide information about what is expected from each beneficiary SME after the respective asset integration is completed. The HUBCAP Workshop should be held on a F2F basis but due to the current Covid-19 situation the HUBCAP Consortium may agree on conducting the Workshop online, the same will be held in September 2022 (final day to be chosen). Although, more detailed information concerning the Workshop organisation will be shared among the beneficiary SMEs.

The integration of the assets will go as follow: it will take place during the workshop participation on the part of the selected SMES from Call #1.5 PULL. For participation in the Call 1.5 PULL, the selected SMEs will have to fill in a form/template prior to the training workshop to facilitate the process, and that will be used in a simplified portfolio/profile in the HUBCAP Platform.

The selected applicants will participate in a one-day online workshop in which they will be supported on a hands-on session for the integration of the asset in the HUBCAP platform, both Catalogue and Sandbox environment. The participation in the Call #1.5 programme is officially closed then (therefore, the funding will be provided afterwards). Nevertheless, in case the SME does not manage to complete the task during the training workshop, the asset provider has the obligation to insert the asset in the HUBCAP platform afterwards. The HUBCAP team will be available to support on such occasions.

4.3 Application, Selection and Payment procedures

Interested applicants should register at F6S (www.f6s.com), to be able to access the HUBCAP F6S page (<https://www.f6s.com/hubcap-call-1.5-pull/apply>). This will be the central interface for managing the applications.

4.3.1 Submission

Applicants are invited to submit their applications on the F6S platform. Each applicant will have the following documentation to support their asset application:

- **Annex 1: Guidelines for Applicants Open Call #1.5 PULL**, this document.
- **Annex 2: Applicant Declaration of Honour**, which declares that all conditions of the Open Call #1.5 PULL are accepted by an SME legal representative.
- **Annex 3: SME Declaration**, which evaluates the status of the SMEs participating at an open call #1.5 PULL.
- **Annex 4: Sub-grant Agreement Template**, which provides a template of the sub-grant agreement that the successful applicants will be requested to sign.
- **Frequently Asked Questions & answers** published at the community feed (<https://www.f6s.com/hubcap-call-1.5-pull/discuss>).

Applicants are expected to provide complete, accurate data and contact details.

4.3.2 Asset Application Preparation

Please follow the steps:

1. For the application preparation, the individual SMEs are requested to apply online and answer to all mandatory questions (with no exception) at: <https://www.f6s.com/hubcap-call-1.5-pull/apply>
2. All applicants must accept the terms and conditions and must sign and upload to the F6S platform the completed **Annex 2: Applicant Declaration of Honour** and **Annex 3: SME Declaration**. Applicants who fail to do so will not be eligible.
3. Be concrete and concise. Questions have character limitations. Please examine all the open call documents and for more information please go to HUBCAP project website (www.hubcap.eu)
4. It is highly recommended to submit your asset application well before the deadline. If the applicant discovers an error in the asset application, and provided the call deadline has not passed, the applicant may request the F6S HUBCAP team to enable them to re-submit the asset application (for this purpose please contact us at support@f6s.com). **However, HUBCAP is not committed that resubmission in time will be feasible in case the request for resubmission is not received by the F6S HUBCAP team at least 48 hours before the call deadline.**

It is strongly recommended not to wait until the last minute to submit the asset application. Failure of the asset application to arrive in time for any reason, including network communications delays or working from multiple browsers or multiple browser windows, is not acceptable as an extenuating circumstance. The time of receipt of the application as recorded by the submission system will be definitive.

4.3.3 Asset Application Reception

Submissions will be done **ONLY** via the F6S platform on <https://www.f6s.com/hubcap-call-1.5-pull/apply>. A full list of applicants will be drafted containing their basic information for statistical purposes and clarity (which will be also shared with EC for transparency).

The asset application reception will close on **7th July 2022 17:00h CEST (Brussels time)** There will not be any deadline extensions unless a major problem caused by the F6S platform and not by the applicants, makes the system unavailable.

4.4 Selection Process

4.4.1 Eligibility

An automatic filtering to discard non-eligible asset applications will be applied. Eligibility criteria check will verify:

- (i) the applicant is a legal entity eligible for EC funding under the rules of H2020 [Y/N],
- (ii) the applicant entity is an MBD CPS SME provider [Y/N],
- (iii) the application is written in the English Language [Y/N],
- (iv) the existence of the same entity multiple asset application under the call #1.5,
- (v) the alignment with HUBCAP call for asset integration,
- (vi) all required documentation signed and submitted: **Annex 2: Applicant Declaration of Honour** and **Annex 3: SME Declaration** submitted correctly [Y/N].

Asset applications being marked as non-eligible will get a rejection letter that will include the reasons for being catalogued as non-eligible. No further feedback on the process will be given.

4.4.2 Internal remote evaluation

HUBCAP Call #1.5 PULL will execute a trustworthy evaluation process.

Remotely and within F6S platform, the **HUBCAP Quality Assessment Board, composed by selected people within the HUBCAP DIHs partners, will be the evaluators** of Call #1.5 PULL. They have the best experience in HUBCAP MBD CPS technologies, and will evaluate each asset application, scoring it based on the following evaluation criteria:

- **Criterion 1: Concept fit** - Business fit to HUBCAP scope and relevance to CPS domains.
- **Criterion 2: Technology** - Innovation, asset specification and technical capacity of a **TRL 5 to 9** and IPR.
- **Criterion 3: Future use** - Benefits of the technology for end users and exploitation potential.

Each criterion will have a mark between 1 and 10. Half point scores are not given. For each criterion under examination, score values will indicate the following assessments:

1-2: Poor. The asset application fails to address the criterion under examination or cannot be judged due to missing or incomplete information.

3-4: Fair. The criterion is addressed but in an unsatisfactory manner. There are serious inherent weaknesses.

5-6: Good. While the asset application broadly addresses the criterion, there are minor weaknesses that would need correcting.

7-8: Very Good. The asset application addresses the criterion well, although certain improvements are possible.

9-10: Excellent. The asset application successfully addresses all relevant aspects of the criterion in question. Any shortcomings are minor.

The Quality Assessment Board will issue an Evaluation Summary Report (ESR) for each asset application. All applications must reach the minimum **threshold of 5 in each category**, in order to be considered for selection.

4.4.3 Final Selection

The selection of the individual SMEs asset application will be a simple process, based on the prior criteria presented and based on the HUBCAP Quality Assessment Board evaluation report.

The Quality Assessment Board will follow specific evaluation guidelines and templates, as well as they will be asked to sign non-conflict of interest declaration.

All asset applications will receive an acceptance or rejection letter together with an anonymized version of their asset applications ESR.

4.4.4 Sub-Grant Agreement Preparation

After Open Call #1.5 PULL internal evaluation conclusion and SMEs selection, the HUBCAP coordinator will start the Sub-Grant Agreement preparation in collaboration with the applicant coordinator that have been evaluated. Sub-Grant Agreement preparation will go via an administrative check (and potentially into technical or ethical/security negotiations) based on evaluators' comments. On a case-by-case approach, a phone call or teleconference may be needed for clarification. The objective of the Sub-Grant Agreement preparation is fulfilling the legal requirements between the HUBCAP consortium and every SME beneficiary of the Call #1.5 PULL. There will be an inclusion of the comments (if any) in the Evaluation Summary Report of the asset application and mapping to the Sub-Grant Agreement.

To validate the status information of the SME, the following documents will be required:

- **SMEs declaration:** signed and stamped. In the event the applicant declares being non-autonomous, the balance sheet and profit and loss account (with annexes) for the last period for upstream and downstream organizations should also be provided.
- **Legal existence.** Company Register, Official Gazette or other official document per country showing the name of the organisation, the legal address and registration number and a copy of a document proving VAT registration (in case the VAT number does not show on the registration extract or its equivalent).
- In cases where the **number of employees and/or the ownership is not clearly identified:** any other supporting documents which demonstrate headcount and ownership such as payroll details, annual reports, national regional association records, etc.
- **SME Bank account information:** The account where the funds will be transferred will be indicated via a form signed by the SME legal representative and the bank representative. The account should be a business bank account of the SME.

It should be emphasised that each **SME should provide at Sub-Grant agreement preparation time a valid VAT⁴. Failure to provide the VAT number will automatically result in proposal rejection.**

The request of the above documentation by the HUBCAP consortium will be done including deadlines. In general, the Sub-Grant Agreement negotiation should be concluded within two weeks. An additional week may be provided by the HUBCAP coordinator in case of significant reasoning. In case the negotiations have not been concluded within the above period, the application is automatically rejected, and another SME applicant will be given the opportunity of acceptance.

4.4.5 Sub-Grant Agreement Signature

Two weeks before the workshop the participants must submit the signed agreements to the HUBCAP consortium using the email address: oc.administrative@hubcap.eu

Failure to receive the electronic version of the documents means that the applicant no longer wants to participate in the workshop and the voucher may be granted to other applicants.

⁴ To be checked at European Commission services such as http://ec.europa.eu/taxation_customs/vies/

4.4.6 Redress process

Within 3 working days of the delivery of a rejection letter considering the asset application as non-eligible or an ESR, a proposer may submit a request for redress if s/he believes the results of the eligibility checks have not been correctly applied, or if s/he feels that there has been a shortcoming in the way his/her asset application has been evaluated that may affect the final decision on whether to enter the Call #1.5 PULL or not.

In that case, an internal review committee of the HUBCAP consortium will examine the request for redress. The committee's role is to ensure a coherent interpretation of such requests, and equal treatment of applicants.

Requests must be:

- Related to the evaluation process or eligibility checks,
- Clearly describe the complaint,
- Received within the time limit (3 working days) from the reception of a rejection letter considering the asset application as non-eligible or the ESR information letter delivered,
- Sent by the SME legal representative that has also submitted the asset application.

The committee will review the complaint and will recommend an appropriate course of action. If there is clear evidence of a shortcoming that could affect the eventual funding decision, it is possible that all or part of the asset application will be re-evaluated.

Please note:

- This procedure is concerned only with the evaluation and/or eligibility checking process. The committee will not call into question the scientific or technical judgement of appropriately qualified experts.
- A re-evaluation will only be carried out if there is evidence of a shortcoming that affects the final decision on whether to fund it or not. This means, for example, that a problem relating to one evaluation criterion will not lead to a re-evaluation if an asset application has failed anyway on other criteria.
- The evaluation score following any re-evaluation will be regarded as definitive. It may be lower than the original score.

Only one request for redress per asset application will be considered by the committee. All requests for redress will be treated in confidence and must be sent to Project Coordinator via the F6S platform.

5 Responsibilities of beneficiaries SMEs

The selected SMEs of Call #1.5 PULL are indirectly beneficiaries of European Commission funding. As such, they are responsible for the proper use of the funding and ensure that the recipients comply with obligations under H2020 specific requirements as described in Horizon 2020 - the Framework Programme for Innovation Action 2014-2020 (Digitising and transforming European industry and services: digital innovation hubs and platforms). The obligations that are applicable to the recipients include⁵ accomplishing the proper integration of its technology with the HUBCAP ecosystem and to travel and participate in the HUBCAP Workshop, in an appropriate manner. Appropriate manner

⁵ The obligations described here are not binding and may be modified, refined or additional obligations may be inserted during the sub-grant agreement negotiation if needed.

means that the participant will comply with the house rules in case of an onsite meeting and in general to the meeting rules.

The obligations of the beneficiary SME are set forth in the **Annex 4: Sub-Grant Agreement**.

6 Contacts

The HUBCAP consortium will provide information to the applicants only via the F6S blog, so that the information (question and answer) will be visible to all participants.

No binding information will be provided via any other means (e.g., telephone or email).

More info at: www.hubcap.eu

Apply via: <https://www.f6s.com/hubcap-call-1.5-pull/apply>

F6S support team: support@f6s.com

Online Q&A: <https://www.f6s.com/hubcap-call-1.5-pull/discuss>

HUBCAP support team: info@hubcap.eu

7 References

- [1] Digital Innovation Initiatives based on European Networks of Competence Centres in H2020, available online at <https://smartanythingeverywhere.eu/smart-anything-everywhere/>
- [2] REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)" and repealing Regulation (EC) No 1906/2006
- [3] EUROPEAN COMMISSION, Directorate-General for Communications Networks, Content and Technology, "Guidance note on financial support to third parties under H2020", Annex K. "Actions involving financial support to third parties", http://ec.europa.eu/research/participants/data/ref/h2020/other/wp/2016_2017/annexes/h2020-wp1617-annex-k-fs3p_en.pdf
- [4] H2020 Call Objective DT-ICT-01-2019 TOPIC: Smart Anything Everywhere Initiative, <https://ec.europa.eu/research/participants/portal/desktop/en/opportunities/h2020/topics/ict-01-2019.html>



HUBCAP

Grant Agreement: 872698

Digital innovation HUBs and CollAborative
Platform for cyber-physical systems

Annex 2: Applicant Declaration of Honour May/2022

Name of the Organisation	
Asset title	
Month/Year	



This project has received funding by the European Union's Horizon 2020 research and innovation programme under grant agreement 872698.

Applicant Declaration of Honour

Asset Title: _____

On behalf of _____ (Company name)
 established in _____, (Official SME address), SME VAT
 number _____,¹ represented for the purposes of signing the Declaration of Honour by
 _____ (Name of legal representative),

By signing this document, I declare that

- 1) I have the power of legally binding the above-mentioned SME.
- 2) The above-mentioned SME has not submitted any other application under HUBCAP Open Call #1 - PULL. The above-mentioned SME can only submit one asset application to this Open Call #1.5. This is the last PULL open call.
- 3) I and the above SME that I legally represent are fully aware and duly accept all HUBCAP rules and conditions as expressed in HUBCAP Open Call #1.5 PULL documents and all Annexes and will fully respect any evaluation decision and application selection under HUBCAP Call PULL.
- 4) The information included in the **Annex 3: SME Declaration** document is true and legally binding.
- 5) All provided information in this declaration is true and legally binding.

SME Legal representative Contact Information:

Title (Mr, Mrs, Dr.)	
Name	
Surname	
Position in the company	
Full Address	
Country	
Email Address	
Telephone	
Mobile	
Signature and stamp	

Declaration of Honour on exclusion criteria and

¹ VAT is mandatory during the contract preparation. Failure providing of a valid VAT of the specific SME will result in automatic rejection of the proposal.

absence of conflict of interest

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

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

- a) it is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) it or persons having powers of representation, decision making or control over it have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata.
- c) it has been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the European Investment Bank and international organizations.
- d) it is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed, to be proved by the deliverance of official documents issued by the local authorities, according to the local applicable rules;
- e) it or persons having powers of representation, decision making or control over it have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
- f) is subject to an administrative penalty for being guilty of misrepresenting the information required by the contracting authority as a condition of participation in a grant award procedure or another procurement procedure or failing to supply this information or having been declared to be in serious breach of its obligations under contracts or grants covered by the Union's budget.

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

3. I declare that:

- a) Neither myself nor any person that I know is subject to a HUBCAP conflict of interest.
- b) I have not made false declarations in supplying the information required by participation in the Open Calls of HUBCAP Project or does not fail to supply this information.
- c) I am not in one of the situations of exclusion, referred to in the above-mentioned points a) to f).
- d) I am aware and fully accept all HUBCAP condition and rules as expressed in HUBCAP Call #1.5 PULL documents *Annex 1, Annex 2, Annex 3, and Annex 4*.

4. I certify that the SME that I represent:

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

Full name: _____	Signature and stamp (if applicable)
On _____ behalf _____ of _____ SME: _____	
Done at (place) _____ the (day) _____ (month) _____ (year)	



HUBCAP

Grant Agreement: 872698

Digital innovation HUBs and CollAborative
Platform for cyber-physical systems

Annex 3: SME Declaration
May/2022



This project has received funding by the European Union's Horizon 2020 research and innovation programme under grant agreement 872698.

Declaration on information on the SME qualification

Precise identification of the applicant enterprise

Name or Business name

Address (of registered office)

Registration / VAT number

Names and titles of the principal director(s)

Type of enterprise (see explanatory note)

Tick to indicate which case(s) applies to the applicant enterprise:

- ☐ Autonomous enterprise In this case the data filled in the box below result from the accounts of the applicant enterprise only. Fill in the declaration only, without annex.
- ☐ Partner enterprise Fill in and attach the annex (and any additional sheets), then complete the declaration by copying the results of the calculations into the box below.
- ☐ Linked enterprise

Data used to determine the category of enterprise

Calculated according to Article 6 of the Annex to the Commission Recommendation 2003/361/EC on the SME definition.

Reference period (*)		
Headcount (AWU)	Annual turnover (**)	Balance sheet total (**)

(*) All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year

(**) EUR 1 000.

Important:

Compared to the previous accounting period there is a change regarding the data, which could result in a change of category of the applicant enterprise (micro, small, medium-sized, or big enterprise).

☐ No

☐ Yes (in this case fill in and attach a declaration regarding the previous accounting period).

Signature

Name and position of the signatory, being authorized to represent the enterprise:

.....

I declare on my honor the accuracy of this declaration and of any annexes thereto.

Done at

Signature



EXPLANATORY NOTE ON THE TYPES OF ENTERPRISES TAKEN INTO ACCOUNT FOR CALCULATING THE HEADCOUNT AND THE FINANCIAL AMOUNTS

I. TYPES OF ENTERPRISES

The definition of an SME¹ distinguishes three types of enterprise, according to their relationship with other enterprises in terms of holdings of capital or voting rights or the right to exercise a dominant influence².

Type 1: Autonomous Enterprise

This is by far the most common type of enterprise.

It applies to all enterprises which are not one of the two other types of enterprise (partner or linked).

An applicant enterprise is autonomous if it:

- does not have a holding of 25%³ or more in any other enterprise,
- and is not 25%³ or more owned by any enterprise or public body or jointly by several linked enterprises or public bodies, apart from some exceptions⁴,
- and does not draw up consolidated accounts and is not included in the accounts of an enterprise which draws up consolidated accounts and is thus not a linked enterprise⁵.

Type 2: Partner Enterprise

This type represents the situation of enterprises which establish major financial partnerships with other enterprises, without the one exercising effective direct or indirect control over the other. Partners are enterprises which are not autonomous, but which are not linked to one another.

The applicant enterprise is a partner of another enterprise if:

¹ Henceforth in the text, the term "Definition" refers to the Annex to Commission Recommendation 2003/361/EC on the definition of SMEs.

² Definition, Article 3

³ In terms of the share of the capital or voting rights, whichever is higher is applied. To this percentage should be added the holding in that same enterprise of each enterprise, which is linked to the holding company (Definition, Article 3 paragraph 2)

⁴ An enterprise may continue being considered as autonomous when this 25% threshold is reached or exceeded, if that percentage is held by the following categories of investors (provided that those are not linked with the applicant enterprise):

- a) public investment corporations, venture capital companies, individuals or groups of individuals with a regular venture capital investment activity who invest equity capital in unquoted businesses ("business angels"), provided the total investment of those business angels in the same enterprise is less than EUR 1 250 000,
- b) universities or non-profit research centres,
- c) institutional investors, including regional development funds,
- d) autonomous local authorities with an annual budget of less than EUR 10 million and less than 5000 inhabitants.

(Definition, Article 3 paragraph 2, second sub-paragraph)

⁵ - If the registered office of the enterprise is situated in a Member State which has provided for an exception to the requirement to draw up such accounts pursuant to the Seventh Council Directive 83/349/EEC of 13 June 1983, the enterprise should nevertheless check specifically whether it does not meet one or other of the conditions laid down in Article 3 paragraph 3 of the Definition.

- There are also some very rare cases in which an enterprise may be considered linked to another enterprise through a person or a group of natural persons acting jointly (Definition, Article 3 paragraph 3).

- Conversely, there are very few cases of enterprises drawing up consolidated accounts voluntarily, without being required to do so under the Seventh Directive. In that case, the enterprise is not necessarily linked and can consider itself only a partner.

To determine whether the enterprise is linked or not, in each of the three situations it should be checked whether or not the enterprise meets one or other of the conditions laid down in Article 3 paragraph 3 of the Definition, where applicable through a natural person or group of natural persons acting jointly.



- it has a holding or voting rights equal to or greater than 25% in the other enterprise, or the other enterprise has a holding or voting rights equal to or greater than 25% in the applicant enterprise,
- the enterprises are not linked enterprises within the meaning defined below, which means, among other things, that the voting rights of one in the other do not exceed 50%,
- and the applicant enterprise does not draw up consolidated accounts which include the other enterprise by consolidation and is not included by consolidation in the accounts of the other enterprise or of an enterprise linked to it⁵.

Type 3: Linked Enterprise

This type corresponds to the economic situation of enterprises which form a group through the direct or indirect control of the majority of the voting rights (including through agreements or, in certain cases, through natural persons as shareholders), or through the ability to exercise a dominant influence on an enterprise. Such cases are thus less frequent than the two preceding types.

In order to avoid difficulties of interpretation for enterprises, the Commission has defined this type of enterprise by taking over – wherever they are suitable for the purposes of the Definition – the conditions set out in Article 1 of Council Directive 83/349/EEC on consolidated accounts⁶, which has been applied for many years.

An enterprise thus generally knows immediately that it is linked, since it is already required under that Directive to draw up consolidated accounts or is included by consolidation in the accounts of an enterprise which is required to draw up such consolidated accounts.

The only two cases, which are however not very frequent, in which an enterprise can be considered linked although it is not already required to draw up consolidated accounts, are described in the first two indents of endnote 5 of this explanatory note. In those cases, the enterprise should check whether it meets one or other of the conditions set out in Article 3 paragraph 3 of the Definition.

II. THE HEADCOUNT AND THE ANNUAL WORK UNITS⁷

The headcount of an enterprise corresponds to the number of annual work units (AWU).

Who is included in the headcount?

- The employees of the applicant enterprise,
- persons working for the enterprise being subordinate to it and considered to be employees under national law,
- owner-managers,
- partners engaging in a regular activity in the enterprise and benefiting from financial advantages from the enterprise.

Apprentices or students engaged in vocational training with an apprenticeship or vocational training contract are not considered in the headcount.

How is the headcount calculated?

⁶ Seventh Council Directive 83/349/EEC of 13 June 1983, based on Article 54(3)(g) of the Treaty and concerning consolidated accounts (OJ L 193, 18/7/1983, p. 1), as last amended by Directive 2001/65/EC of the European Parliament and of the Council (OJ L 283, 27/10/01, p. 28).

⁷ Definition, Article 5.



One AWU corresponds to one person who worked full-time in the enterprise in question or on its behalf during the entire reference year. The headcount is expressed in AWUs.

The work of persons, who did not work the entire year, or who worked part-time - regardless of its duration - and seasonal work is counted as fractions of AWU.

The duration of maternity or parental leaves is not counted.



ANNEX TO THE DECLARATION CALCULATION FOR THE PARTNER OR LINKED TYPE OF ENTREPRISE

Annexes to be enclosed if necessary.

- Annex A if the applicant enterprise has at least one partner enterprise (and any additional sheets)
- Annex B if the applicant enterprise has at least one linked enterprise (and any additional sheets)

Calculation for the partner or linked type of enterprise⁸ (see explanatory note)

Reference period ⁹ :			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
1. Data ⁹ of the applicant enterprise or consolidated accounts (copy data from box B(1) in annex B ¹⁰)			
2. Proportionally aggregated data ⁹ of all partner enterprises (if any) (copy data from box A in annex A)			
3. Added up data ⁹ of all linked enterprises (if any) – if not included by consolidation in line 1 (copy data from box B(2) in annex B)			
Total			

(*) EUR 1 000.

The data entered in the "Total" row of the above table should be entered in the box "Data used to determine the category of enterprise" in the declaration.

⁸ Definition, Article 6 paragraphs 2 and 3

⁹ All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year (Definition, Article 4).

¹⁰ The data of the enterprise, including the headcount, are determined on the basis of the accounts and other data of the enterprise or, where they exist, the consolidated accounts of the enterprise, or the consolidated accounts in which the enterprise is included through consolidation.



ANNEX A

Partner enterprises

For each enterprise for which a 'partnership sheet' has been completed (one sheet for each partner enterprise of the applicant enterprise and for any partner enterprises of any linked enterprise, of which the data is not yet included in the consolidated accounts of that linked enterprise), the data in the 'partnership box' in question should be entered in the summary table below:

BOX A

Partner enterprise (name / identification)	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
Total			

(*) EUR 1 000.

(attach sheets or expand the present table, if necessary)

Reminder:

This data is the result of a proportional calculation done on the 'partnership sheet' for each direct or indirect partner enterprise.

The data entered in the "Total" row of the above table should be entered in line 2 (regarding partner enterprises) of the table in the Annex to the declaration.



PARTNERSHIP SHEET

1. Precise identification of the applicant enterprise

Name or Business name

Address (of registered office)

Registration/VAT number¹¹

Names and titles of the principal director(s)¹²

2. Raw data regarding that partner enterprise

Reference period			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Raw data			

(*) EUR 1 000.

Reminder: These raw data are derived from the accounts and other data of the partner enterprise, consolidated if they exist. To them are added 100% of the data of enterprises which are linked to this partner enterprise, unless the accounts data of those linked enterprises are already included through consolidation in the accounts of the partner enterprise¹³. If necessary, add “linkage sheets” for the enterprises which are not yet included through consolidation.

3. Proportional calculation

- a) Indicate precisely the holding¹⁴ of the enterprise drawing up the declaration (or of the linked enterprise via which the relation to the partner enterprise is established) in the partner enterprise to which this sheet relates:

.....

Indicate also the holding of the partner enterprise to which this sheet relates in the enterprise drawing up the declaration (or in the linked enterprise):

.....

- b) The higher of these two holding percentages should be applied to the raw data entered in the previous box. The results of this proportional calculation should be given in the following table:

‘Partnership box’

Percentage:	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Proportional results			

(*) EUR 1 000.

¹¹ To be determined by the Member State according to its needs

¹² Chairman (CEO), Director-General or equivalent.

¹³ Definition, Article 6 paragraph 3, first sub-paragraph

¹⁴ In terms of the share of the capital or voting rights, whichever is higher. To this holding should be added the holding of each linked enterprise in the same enterprise (Definition, Article 3 paragraph 2 first sub-paragraph).



These data should be entered in Box A in Annex A.



ANNEX B

Linked enterprises

DETERMINE THE CASE APPLICABLE TO THE APPLICANT ENTERPRISE:

- ☐ **Case 1:** The applicant enterprise draws up consolidated accounts or is included by consolidation in the consolidated accounts of another enterprise. (Box B (1))
- ☐ **Case 2:** The applicant enterprise or one or more of the linked enterprises do not establish consolidated accounts or are not included in the consolidated accounts. (Box B (2)).

Please note: The data of the enterprises, which are linked to the applicant enterprise, are derived from their accounts and their other data, consolidated if they exist. To them are aggregated proportionally the data of any possible partner enterprise of that linked enterprise, situated immediately upstream or downstream from it, unless it has already been included through consolidation¹⁵.

CALCULATION METHODS FOR EACH CASE:

In case 1: The consolidated accounts serve as the basis for the calculation. Fill in Box B (1) below.

Box B (1)

	Headcount (*)	Annual turnover (**)	Balance sheet total (**)
Total			

(*) Where in the consolidated accounts no headcount data appears, the calculation of it is done by adding the data from the enterprises to which the enterprise in question is linked.

(**) EUR 1 000.

The data entered in the "Total" row of the above table should be entered in line 1 of the table in the Annex to the declaration.

Identification of the enterprises included through consolidation

Linked enterprise (name / identification)	Address (of registered office)	Registration / VAT number (*)	Names and titles of the principal director(s) (**)
1.			
2.			
3.			
4.			
5.			
6.			
7.			

¹⁵ Definition, Article 6 paragraph 3, second sub-paragraph



Total			
--------------	--	--	--

(*) To be determined by the Member State according to its needs.

(**) Chairman (CEO), Director-General or equivalent.

Important: Partner enterprises of such a linked enterprise, which are not yet included through consolidation, are treated like direct partners of the applicant enterprise. Their data and a 'partnership sheet' should therefore be added in Annex A.

In case 2: For each linked enterprise (including links via other linked enterprises), complete a "linkage sheet" and simply add together the accounts of all the linked enterprises by filling in Box B (2) below.

Box B (2)

Enterprise No.:	Headcount (AWU)	Annual turnover (**)	Balance sheet total (**)
1. (*)			
2. (*)			
3. (*)			
Total			

(*) attach one "linkage sheet" per enterprise.

(**) EUR 1 000.

The data entered in the "Total" row of the above table should be entered in line 3 (regarding linked enterprises) of the table in the Annex to the declaration.



LINKAGE SHEET

(only for linked enterprises not included by consolidation in Box B)

1. Precise identification of the applicant enterprise

Name or Business name

Address (of registered office)

Registration/VAT number¹⁶

Names and titles of the principal director(s)¹⁷

2. Data on enterprise

Reference period			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Total			

(*) EUR 1 000.

These data should be entered in Box B (2) in Annex B.

Important: The data of the enterprises, which are linked to the applicant enterprise, are derived from their accounts and their other data, consolidated if they exist. To them are aggregated proportionally the data of any possible partner enterprise of that linked enterprise, situated immediately upstream or downstream from it, unless it has already been included through consolidation¹⁸.

Such partner enterprises are treated like direct partner enterprises of the applicant enterprise. Their data and a 'partnership sheet' have therefore to be added in Annex A.

¹⁶ To be determined by the Member State according to its needs

¹⁷ Chairman (CEO), Director-General or equivalent.

¹⁸ If the data of an enterprise are included in the consolidated accounts to a lesser proportion than the one determined under Article 6 paragraph 2, the percentage rate according to that article should be applied (Definition, Article 6 paragraph 3, second sub-paragraph).





HUBCAP

Grant Agreement: 872698

Digital innovation HUBs and CollAborative
Platform for cyber-physical systems

Annex 4: Sub-Grant Agreement Template

Agreement Number: HUBCAP–OC1.5-2022/ 

(Insert the corresponding number)

July/2022



This project has received funding by the European Union's Horizon 2020 research and innovation programme under grant agreement 872698.

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Contracting parties

The University of Aarhus, Department of Engineering (AU), established in NORDRE RINGGADE 1, AARHUS C, 8000, DENMARK, VAT number: 31119103.

Hereinafter referred as the “Coordinator”

Of the one part,

[COMPANY_NAME], a SME organized under the laws of [COUNTRY], established in [LEGAL_ADDRESS], with VAT number [VAT_NUMBER], duly represented by [LEGAL_REPRESENTATIVE], [LEGAL_REPRESENTATIVE_POSITION],

Hereinafter referred as the “Beneficiary”

Hereinafter collectively referred as the “Contracting Parties”

HAVE AGREED to the following terms and conditions including those in the following Annexes, which form an integral part of this HUBCAP Open Call #1.5 PULL Sub-Grant Agreement (hereinafter referred as the “Contract”):

General Provisions

The European Commission (hereinafter referred as the “EC”) and the coordinator, as a member of the HUBCAP consortium, have signed the grant agreement no 872698 for the implementation of the project “DIGITAL INNOVATION HUBS AND COLLABORATIVE PLATFORM FOR CYBER-PHYSICAL SYSTEMS” (Acronym: HUBCAP) within the framework of the Programme H2020-DT-2019-1/DT-ICT-01-2019.

The HUBCAP project is performed by the coordinator, as coordinator of the HUBCAP Project, in collaboration with the other HUBCAP consortium partners. The HUBCAP consortium partners have among themselves entered into a written agreement detailing their respective rights and obligations towards each other for carrying out the HUBCAP project and exploiting the results thereof (“the Consortium Agreement” or “CA”).

The purpose of the HUBCAP project is to make a cloud-based open collaboration platform (the “HUBCAP Platform”) with a capability to help users’ trial new technology. As part of the HUBCAP project, the HUBCALL Open Call #1.5 Pull has been issued to SMEs to join the HUBCAP ecosystem by integrating their Cyber-Physical Systems and Model-Based Design product/technology/service/tool (“CPS MBD Technology”) in the HUBCAP Platform.

The Beneficiary SME has been selected for funding under HUBCAP Open Call #1.5 Pull based on its Application Form.

This Contract aims at defining the framework of rights and obligations of the Contracting Parties with respect to the Beneficiary's participating in the HUBCAP Open Call #1.5 PULL.

The Funding to be received by the Beneficiary is property of the EC. The coordinator is the mere holder and manager of the funds.

Article 1 – Entry into force & Termination of the contract

1.1 Entry into force

This Contract shall enter into force on the day of its signature by the last Contracting Party. The coordinator shall sign this contract, only after all the following documents have been received from the Beneficiary:

1. The original signed *Applicant Declaration of Honour* (as given in **Annex 2**),
2. *SME Declaration* form (as given in **Annex 3**),
3. Copy of ID-card or Passport of legal representative(s) of the SME,
4. Financial Identification Form.

In addition to providing the above documents, the Beneficiary must send to the Coordinator its PIC (9-digit Participant Identification Code) to be used for EC FSTP reporting.

All documents shall be sent to the coordinator first via email to the following address: oc.administrative@hubcap.eu. It is requested to the Beneficiary to send all documents in one e-mail, and with an e-mail subject that is identifiable:

- HUBCAP Call #1.5 PULL,
- Form of identifier to the selected beneficiary in question (e.g., experiment title or acronym).

After collection and approval of all documentation, the Beneficiary will receive a Sub-grant Agreement (Contract) for signature.

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

The contact details of the Beneficiary for notices under this Contract is: [name of contact person, address, e-mail etc.]

1.2 Contract Termination

This Contract will automatically terminate at the end of the Open Call #1.5 PULL which will happen when the Beneficiary has fulfilled all obligations in Article 2, except for all obligations that according to their content are intended to remain in effect, which keep their full force and effect.

The coordinator shall be entitled to terminate this Contract by written notice with immediate effect in the event that the Beneficiary does not fulfil its obligations hereunder, cf. Article 4. Coordinator.

Irrespective of the automatic termination of this Contract under this article 1.2, or any early termination hereof under Article 4, all obligations that according to their content are intended to be in effect for longer shall remain in effect.

Article 2 – Obligations and Responsibilities of the Beneficiary

The obligations and responsibilities of the Open Call #1.5 PULL Beneficiary SME are accomplishing the proper integration of its MBD CPS Technology with the HUBCAP Collaboration Platform and to participate in the HUBCAP Workshop, in an appropriate manner. Appropriate manner means that the Beneficiary SME will comply with the house rules in case of an onsite meeting and in general to the meeting rules.

The HUBCAP Workshop will be held remotely in September 2022, final date still needs to be defined. During the workshop, the Beneficiary SME shall proceed with the proper integration of its CPS MBD Technology into the HUBCAP Platform, both Catalogue and Sandbox environment. If during the integration process the Beneficiary becomes aware of any errors to, interruptions or impaired functionality of the HUBCAP Platform, then the Beneficiary shall as soon as possible report those to the coordinator (whom shall be entitled to by not obliged to update the HUBCAP Platform on the basis hereof).

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

Furthermore, the Beneficiary shall have provided true and accurate documentation and declarations as set forth in Article 1.1.

More detailed information can be found in the document ***Annex 1: Guidelines for Applicants***, which the Beneficiary SME shall apply with.

Article 3 – Intellectual Property Rights

The Beneficiary SME acknowledges that the HUBCAP Platform, and all intellectual property rights and other rights in and to the HUBCAP Platform, are proprietary to and owned by the HUBCAP consortium partners or applicable third parties. Nothing in this Contract shall transfer to the Beneficiary, or confer on the Beneficiary, any license, or other rights in or to, any such intellectual property rights, except for those limited rights of use for the purpose of the Beneficiary SME integrating its CPS MBD Technology into the HUBCAP Platform. The Beneficiary's access to the HUBCAP Platform shall either terminate automatically upon completion of this Contract or upon early termination of this Contract, whichever is the earliest date.

All intellectual property rights and title to the CPS MBD Technology remains with the Beneficiary or applicable third party. The coordinator and/or relevant HUBCAP consortium partner shall be entitled to make public the information about the CPS MBD Technology as provided in the Application Form.

Article 4 – Breach of Contract

In the event of breach of the contractual obligation's representations or warranties by the Beneficiary under this Contract, the Coordinator, in coordination with the HUBCAP Consortium, reserves the right

to terminate the Contract by written notice with immediate effect, even if such non-fulfilment is due to Force Majeure.

In the event of the breach of the contractual obligations by the Beneficiary, the Coordinator reserves the right of not fulfilling the respective payment to the Beneficiary. The coordinator also reserves the right to claim a refund of any already paid funds.

Article 5 – Financial contribution and financial provisions

5.1 Maximum financial contribution under HUBCAP OC #1.5 PULL

The maximum financial contribution to be granted by the Coordinator to the Beneficiary SME shall not exceed the amount of One Thousand Euros (1000€).

5.2. Distribution of the financial contribution

Under this Contract, the Beneficiary SME is granted the direct financial support of One Thousand EUR (1000€) to cover the part of Beneficiary asset integration within the HUBCAP Platform and to cover its participation at the HUBCAP Workshop. Note that the HUBCAP Workshop will be held digitally due to the current Covid-19 worldwide situation. The Funding will be released by the Coordinator to the Beneficiary SME after all the following conditions have been met:

- The Beneficiary has attended the HUBCAP Workshop,
- The Beneficiary has been granted access to the HUBCAP Collaboration Platform,
- The Beneficiary has sent the documents mentioned in article 1,

Payments to the Beneficiary will be made by the coordinator. In particular:

- The coordinator reserves the right to withhold the payments in case the Beneficiary does not fulfil with its obligations and tasks as per this Contract and **Annex 1 - Guidelines for Applicants**,
- The Beneficiary is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

5.3. Payment schedule

The financial contribution to be granted to the consortium shall be calculated in accordance with the provisions of the **Annex 1: Guidelines for Applicants**.

The payment schedule is directly linked to the achievement of the HUBCAP Open Call #1.5 PULL milestone - 100% payment with participation in the HUBCAP training workshop and integration of service as per the **Annex 1: Guidelines for Applicants**.

The payment will be made subject to receipt of the AU bank form, as “transfer to a foreign bank account”, submitted to the coordinator after fulfilment of all obligations hereunder. Payment is made 30 calendar days after receipt of the invoice to the bank account of the Beneficiary SME as provided in the **Financial Information Form**.

Article 6 – Liability

6.1 Liability of the Beneficiary

The Beneficiary SME shall fully and exclusively bear the risks in connection with the fulfilment of its tasks and obligations under this Contract, including but not limited to any risk arising from integration of its CPS MBD Technology into the HUBCAP Collaboration Platform.

Except in case of force majeure (Article 8), the Beneficiary must compensate the Coordinator and the EC for any damage they sustain as a result of the implementation the obligations of the Beneficiary under this Contract or because the tasks and obligations of the Beneficiary were not implemented in full compliance with this Contract.

Accordingly, neither the coordinator nor the EC can be held liable for any damage caused to the Beneficiary SME or to third parties as a consequence of implementing this Contract, including for gross negligence. At the same time, neither the coordinator nor the EC can be held liable for any damage caused by the Beneficiary or third parties, as a consequence of implementing this Contract.

The Beneficiary shall bear sole responsibility for ensuring that its acts within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties. For this purpose, the Beneficiary SME shall indemnify and hold the Coordinator and the EC harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the Coordinator or the EC as a result thereof would incur or suffer or have to pay to the EC or any third parties. In addition, should the EC have a right of recovery against the coordinator regarding any or all of the financial support granted under this Contract, the Beneficiary SME shall repay the sums in question in the terms and on the date specified by the coordinator.

6.2 Exclusion of liability

To the extent permissible under applicable law, in no event shall the Coordinator or other HUBCAP consortium partners be liable to the Beneficiary SME for loss or damage caused by the Coordinator or the HUBCAP consortium partners, their employees, agents and subcontractors in connection with this Contract for any of the following, however caused or arising, on any theory of liability, and even if the Coordinator and/or any other HUBCAP consortium partner were informed or aware of the possibility thereof:

- loss of profits, revenue, income, interest, savings, shelf-space, production, and business opportunities;
- lost contracts, goodwill, and anticipated savings;
- loss of or damage to reputation or to data;
- costs of recall of products; or
- any type of indirect, incidental, punitive, special, or consequential loss or damage.

In respect of any information or materials (including the HUBCAP Platform) made available to the Beneficiary SME under this Contract no warranty or representation of any kind is made, given, or implied as to the sufficiency, error-free performance, or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, in particular but without limiting the foregoing:

- The Beneficiary SME shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and the consequences of such use, and
- Neither the Coordinator, the EC nor the other HUBCAP consortium partners shall be liable vis-à-vis the Beneficiary SME in case of infringement of proprietary rights of a third party resulting from the Beneficiary SME use of the information and material.

The exclusions and limitations stated in this Article 6.2, and any other clause of this Contract that has as its object or effect the exclusion or limitation of liability, shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the negligence or wilful act, wilful misconduct, wilful breach; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

Article 7 – Confidentiality

7.1 Obligation of confidentiality

All information in whatever form or mode of communication, which is disclosed by a Contracting Party (the “Disclosing Party”) to the other Contracting Party (the “Recipient”) in connection with the implementation of the HUBCAP Call #1.5 PULL and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”. However, the information on the CPS MBD Technology as included by the Beneficiary SME in the Application Form shall not be deemed Confidential Information.

The Recipient hereby undertake in addition and without prejudice to any commitment on non-disclosure towards the EC, for a period of 4 years after the end of the Contract:

- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- Not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- To ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- To return to the Disclosing Party, or destroy, on demand all Confidential Information that has been disclosed to the Recipient including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient may keep a copy to the extent it is required to keep, archive, or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The Recipient shall be responsible for the fulfilment of the above obligations on the part of their employees, or third parties involved in the implementation of HUBCAP Call #1.5 PULL and shall ensure that they remain so obliged, as far as legally possible, during and after the end hereof and/or after the termination of the contractual relationship with the employee or third party.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation, or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation, or misuse.

7.2 Exceptions to obligation of confidentiality

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- The Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- The Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- The Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- The disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- The Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- The Confidential Information was already known to the Recipient prior to disclosure, or
- Disclosure of the Confidential Information is in compliance with mandatory applicable laws or regulations or with a court or administrative order.

7.3 Authorised disclosure(s)

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so under the laws and legislation applicable to said Party, prior to any such disclosure:

- Notify the Disclosing Party, and
- Comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

The coordinator's disclosure of Confidential Information to the EC and/or the other HUBCAP consortium partner shall be governed exclusively by the terms of the Grant Agreement and/or the Consortium Agreement. Accordingly, nothing in this Contract shall prevent the coordinator from complying with its obligations, including its reporting obligations, towards the EC and the other HUBCAP consortium partners, and any such disclosures shall be subject to the terms of the Grant Agreement or Consortium Agreement.

Likewise, the Beneficiaries agrees and acknowledges that the EC shall be entitled to disclose Confidential Information to its staff, other EU institutions and bodies or third parties, if:

- (a) this is necessary to implement the Grant Agreement or safeguard the EU's financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

Article 8 – Force Majeure

“Force Majeure” shall mean, any unforeseeable exceptional situation or event beyond the Contracting Parties control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part, and which proves to be inevitable in spite of the exercising all due diligence.

Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of Force Majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as Force Majeure.

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

No Contracting Party shall be considered in breach of its obligations and tasks if such breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure without delay, stating the nature, likely duration, and foreseeable effects. In case the Beneficiary is not able to overcome the consequences of Force Majeure within 10 (ten) days after such notification, the coordinator will decide accordingly including the termination of the Contract.

Article 9 – Information and communication

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

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

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

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

Unless the EC or the Coordinator requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.), any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment and major results funded by the grant must:

- a) display the EU emblem,
- b) display the HUBCAP logo and,
- c) include the following text:

For communication activities: *“This MBD CPS technology has indirectly received funding from the European Union’s Horizon 2020 research and innovation action programme, via an Open Call #1.5 PULL issued and executed under project HUBCAP (grant agreement No 872698)”*.

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

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

Article 10 – Data protection

10.1 Data protection obligations

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

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

The Beneficiary SME shall specify in the Application Form if the MBD Technology performs any kind of personal data processing.

If the Beneficiary acts as data processor in respect of any personal data included and/or processed through the MBD Technology, the data controlling Beneficiary undertakes to bind any and all of their data processors, including, if necessary, the coordinator and/or any other HUBCAP consortium partner, to a data processing agreement in compliance with the applicable statutory data protection laws.

The Beneficiary acknowledges that the coordinator and any other HUBCAP consortium partners, if appointed as data processors, are not responsible for compliance with any data protection or privacy law applicable to the Beneficiary and not directly, explicitly, and specifically applicable to data processors.

Article 11 – Financial audits and controls

The EC may, at any time during the implementation of the Project and up to five years after the end of the HUBCAP project (foreseen 31st December 2022), arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including the European Anti-Fraud Office (OLAF), on the Beneficiary. The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic, and other aspects (such as accounting and management principles) relating to the proper execution of the Grant Agreement. They shall be carried out on a confidential basis.

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

The Beneficiary shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the Contract until 2027. These shall be made available to the EC were requested during any audit under the Grant Agreement.

In order to carry out these audits, the Beneficiary shall ensure that the EC's services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the Beneficiary's offices, to its computer data, to its accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the project. They shall ensure that the information is readily available on the spot during the time of the audit and, if so requested, that data be handed over in an appropriate form.

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

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

The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules. In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC in order to protect the European Communities' financial interests against fraud and other irregularities.

Article 12 – Miscellaneous

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

The Beneficiary SME shall not be entitled to act or to make legally binding declarations on behalf of the coordinator or any other HUBCAP consortium partner, and nothing in this Contract shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Contracting Parties or between the Beneficiary and any HUBCAP consortium partner.

No rights or obligations of the Beneficiary arising from this Contract may be assigned or transferred, in whole or in part, and no obligations of the Beneficiary may be sub-contracted, without the coordinator's prior formal written approval; and such approval shall not exempt the Beneficiary from

any of its obligations hereunder. The Beneficiary shall ensure that any permitted sub-Coordinator is bound by the same obligations as provided hereunder.

Although (with the exception of the Coordinator) the HUBCAP consortium partners and their affiliated entities are not Contracting Parties to this Contract, they are intended by the Contracting Parties to be third party beneficiaries under this Contract and accordingly shall be entitled to enforce the terms of this Contract against the Beneficiary and in particular (without limitation) shall be entitled to the benefit of, and to enforce any exclusion of limitation of liability of the HUBCAP consortium partners contained in this Contract and any indemnity in favour of the HUBCAP consortium partners contained in this Contract.

Amendments and modifications to the text of this Agreement require a separate written agreement to be signed between all Parties.

Although this Contract refers to the provisions of the CA and GA, the Beneficiary is not a party to the CA or GA but only bound towards the Coordinator by the CA and GA provisions as referred or reproduced in this Contract.

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

Article 13 – Applicable Law

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

Article 14 – Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

If, and to the extent that, any such dispute, controversy or claim has not been settled amicably the courts of Brussels shall have exclusive jurisdiction.

The language to be used in the court proceedings shall be English unless otherwise agreed upon.

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

AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorized representatives in three (2) copies:

<p>For [Entity] (the Beneficiary)</p> <p>Mr/Ms [NAME SURNAME]</p> <p>[POSITION_IN_COMPANY] if applicable</p> <p>Signature</p> <p>Done at _____ on DD/MM/YEAR</p>	<p>For Aarhus University (the coordinator)</p> <p>Mr/Ms [NAME SURNAME]</p> <p>Head of Department</p> <p>Signature</p> <p>Done at _____ on DD/MM/YEAR</p>
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