

**Subgrant Agreement**

For SHAPES Open Call proposals

**Subgrant Agreement**

<Proposal Acronym>

<Proposal Title>

*SHAPES has received funding from the European Union’s Horizon 2020 Research and Innovation Programme under Grant Agreement N° 857159.*

**SUBGRANT AGREEMENT**

Number: <Proposal ID and acronym>

This Subgrant Agreement, hereinafter the **“Subgrant Agreement”,**

Is made on

BETWEEN:

**National University of Ireland, Maynooth, Maynooth University**, established in **Maynooth, Co Kildare, Ireland,** VAT number: IE9587715A duly represented for the purposes of signing the Sub-grant agreement by **Prof Ray O’Neill, Vice President for Research and Innovation, Maynooth University**, as Coordinator of the SHAPES Consortium acting on behalf of the SHAPES consortium whose objective is to implement “the SHAPES Action”,

hereinafter referred as the “**Contractor**”

and

**<Applicant full name>** 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 SHAPES Consortium has been awarded a Grant Agreement by the European Commission (hereinafter the “Funding Authority”) entitled »**SHAPES**« (Smart and Healthy Aging through People Engaging in Supportive Systems) **Grant Agreement no. 857159**, (hereinafter referred to as the “Grant Agreement”) with the aim to implement the SHAPES Project which foresees that a part of the budget flows to third parties.

Subgrantee was selected by the SHAPES Project evaluation team following the **SHAPES Open Call 1 (SHAPES-OC1-Enablers**) for proposals published on 1 December 2020 as a candidate to receive Financial Support as a Third Party under Art. 15 of the Grant Agreement.

The Subgrant Agreement aims at defining the framework of rights and obligations

of the Contracting Parties under the Sub- project Number: <Proposal ID and acronym>

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 the Contractor to fulfil its obligations towards the Funding Authority and, if applicable, towards the other SHAPES 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.

The funds received by the Subgrantee are owned by the European Commission.

The Contractor is a mere holder and manager of the funds

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

# Definitions and precedence

1.1. "**Effective Date**" means <agreed effective date>

1.3. “**Grant**” means the sum awarded to the Subgrantee in conformity with the Grant Agreement and this Sub-grant Agreement.

1.4. "**Party**" shall mean each party to this Subgrant Agreement, while “**Parties**” means the Contractor and Subgrantee collectively.

1.5. “**Sub-grant Agreement**” shall mean the present contract and its Appendices.

1.6. "**Work**" means the work that has to be performed by the Subgrantee under this Sub-grant Agreement, as described in the application form attached as **Appendix 1**.

1.7. "**Eligible**" means the tasks and costs that are allowed to be performed by the Start-up under this Sub-grant Agreement, as described in the application form attached as **Appendix 1**.

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, including their respective Appendices.

In the event of a conflict of applicable terms and conditions, the terms and conditions that govern shall be determined by the following priority: (a) the Grant Agreement (b) this Sub-grant Agreement.

# Subject

* 1. The Subgrantee has, in conformity with the rules of the SHAPES Open Call 1 Programme, been awarded a grant under the terms and conditions of the Sub-grant Agreement and of the Grant Agreement for the support of the Subgrantee.
	2. The Subgrantee will perform the work as defined in the application submitted for the SHAPES Open call 1, provided in **Appendix 1** (hereinafter referred to as the “Action”), forming a part of this Agreement.
	3. The Subgrantee accepts the Grant by signing this agreement under the conditions applicable to it and agrees to use the Grant only in conformity with this Sub-grant Agreement.
	4. All obligations of the Grant Agreement which are relevant for the use of the Grant shall be applicable to the Subgrantee, as if the Subgrantee was a party to the Grant Agreement. The Subgrantee undertakes to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Sub-grant Agreement as may be reasonably required from it and in good faith. The Subgrantee hereby expressly accepts being bound by the relevant provisions of the Grant Agreement which become an integral part of this Sub-grant Agreement.
	5. 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.
	6. 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 Contractor and indirectly, the Funding Authority.

# – Duration –Duties of the Subgrantee –

* 1. The Work to be carried out by the Subgrantee under this Agreement shall commence on 03 January 2022 (hereinafter referred to as the “Start Date”) for a period of 12 months. The termination of the Subgrant Agreement will be subject to the terms and conditions set out **in Appendix 3- Guidelines for Applicants**
	2. The implementation of the Work will be made in one phase with deliverables to be submitted on time by the Subgrantee:
	3. If the required deliverables are submitted on time, the work and deliverables of the Subgrantee will evaluated by an internal panel of evaluators.

Payment of the Grant shall be based on receipt of the required deliverables

on time and in accordance with the timeframes as set out in the table in **Appendix 1**,

and subject to evaluation by <contact person for the topic leader> (Topic Leader), Artur Krukowski (SHAPES Open-Call Manager), and the SHAPES Project Manager and SHAPES Coordinator Prof Mac MacMachlan.

* 1. The Subgrantee:

3.4.1 Shall use the Grant only for the Work to be executed in accordance with the timetable laid down in Appendix 1. In doing so, the Subgrantee shall exercise all reasonable skill, care and diligence and shall carry out all of its responsibilities under this Sub-grant Agreement in accordance with recognised professional standards. The Subgrantee shall provide personnel, facilities, equipment and materials necessary for the proper performance of this Sub-grant Agreement.

* + 1. Shall deliver on time to the Contractor all applicable reports, deliverables, data and other documents required under the Grant Agreement and the Sub-grant Agreement.
		2. Shall inform the Contractor immediately of any change in its situation that could have an impact on the conditions applicable to the decision to award the Grant.
		3. Shall inform the Contractor immediately of any proposed changes in the list of task listed in the application documents. The Subgrantee is not allowed to proceed with the implementation without a written permission of the Contractor.
		4. Shall promptly notify the Contractor of any event which could result in any delay or discontinuity in the execution of the Work.
		5. Shall refrain from using the Grant for non-eligible costs (Annex 3) as defined in the eligible cost list.
	1. The Subgrantee agrees to submit progress reports to the Contractor if needed to enable Contractor to include all contents directly into the project reporting, and to identify work performed and resources deployed by the Subgrantee.
	2. The Coordinator 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 SHAPES project and Grant Agreement. Such publication rights shall be free of charge.

# – Financial contribution and Financial Provisions

4.1 In no case the amount requested by Subgrantee can exceed € 50,000.

4.2 The Parties act under the understanding that these amounts are grant money and as such not subject to VAT

4.3 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 4).

* 1. The Contractor 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 the Contractor to be in breach of its obligations under this Agreement.

# – Breach of contractual obligations

* 1. In the event the Contractor identifies that the Subgrantee has:
1. Breached its obligations under this Agreement;
2. Stops to carry out the Work of this Subgrant Agreement and therefore is not able or willing to continue the Work;
3. Is engaged in a bankrupt or receivership process,

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

* 1. In the event that the Subgrantee has not brought remedies from the notice, the Contractor may decide to terminate the Agreement unilaterally.
	2. Moreover, in the event the breach of the contractual obligations has been manifestly intentioned or with gross negligence, the Contractor may request the Subgrantee the refund of the payments made to date.

# Confidentiality and Intellectual Property

The Parties agree that the clauses on confidentiality and intellectual property rights of the Grant Agreement (i.e. Article 36 and Article 26, 27 and 28, 30 and 31) will also apply, *mutatis mutandis*, to this Sub-grant Agreement.

The Subgrantee agrees the following:

1. Nothing in this Agreement will affect the ownership of Background. Where Background is intellectual property created before the date of this Agreement or not using the Grant during the Work.
2. Results created solely by the Subgrantee while undertaking the Work will be owned by the Subgrantee.
3. Results created jointly by the Subgrantee and one or more of the SHAPES Consortium Partners will be owned jointly by the Subgrantee and the SHAPES Consortium Partners concerned. The Parties will enter into a joint ownership and management agreement relating to such Results.
4. Any intellectual property created by the SHAPES Consortium Partners during the Work and not involving the Subgrantee will be governed by the provisions SHAPES Consortium Agreement.
5. In order to facilitate wide adoption of the Results, all Results (whether solely or jointly created) will be made available to the public under a recognized Open Source Licence[[1]](#footnote-1). The Parties will agree prior to commencement of the Work as to the most appropriate Open Source Licence for the Work. Nothing in this Agreement prevents the Subgrantee adopting a commercial dual licensing strategy provided that the Results remain available under an Open Source Licence.
6. The use of any of the Results must not be limited by a requirement to use or incorporate Background owned by the Subgrantee. However, if Background belonging to the Subgrantee is required to use a Result then the Subgrantee must grant the SHAPES Consortium Partners a non-exclusive, royalty free and fully paid up licence to use that Background for any purpose, including commercialisation of the Result. Note, failure to declare Background required to use a Result and/or failure not to grant the licence in this clause 6(f) may impact on payments to the Subgrantee in accordance with Clause 4.4 of this Agreement.
7. The SHAPES Consortium Partners are free to use the Results and any equipment supplied under the Grant for any purpose, including reporting, publicity and promotion of the SHAPES Consortium. The Subgrantee will cooperate in assisting with the SHAPE Consortium Partners in these activities.

# 7 – Liability of the Subgrantee

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

Nothing in these Subgrant Agreement excludes or limits any Party’s liability to the extent that it may not be so excluded or limited under applicable law, including any such liability for death or personal injury caused by that person’s negligence, or liability for fraud or fraudulent misrepresentation. Each party is liable for its own negligence, including acts or omissions of its employees, contractors, affiliates and any other person acting on that party’s behalf.

# – Promoting the action, visibility of EU Funding

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

# ‐ Force Majeure

* 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.
	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.
	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 Contractor For the Subgrantee

[Full Name] [Full Name]

[Title] [Title]

[Address] [Address]

[Location] [Location]

[Phone] [Phone]

[E‐mail] [E‐mail]

[Contact Person] [Contact Person]

# ‐ Miscellaneous

* 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.

* 1. 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.

* 1. 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 Ireland, 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 in Dublin.

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.

# Contractor

Signature:

Date:

Name:

Title:

Date:

# Subgrantee

Signature:

Date:

Name:

Title:

Date:

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

<Applicant> shall be partnered with SHAPES project representatives, namely:

National University of Ireland Maynooth (NUIM), the SHAPES Project Coordinator

Intracom S.A. Telecom Solutions (ICOM), the SHAPES Technical Manager

<SHAPES Digital Solution that the Open Call project is expected to integrate with and/or ICOM in case of direct integration with symbIoTe interoperability component>, <name of the SHAPES partner>

and

<SHAPES pilot site partner to evaluate the solution>, the SHAPES pilot site to evaluate the solution.

This project consists of one work package which shall perform the full work of the project as described (per the project Proposal document):

<Full description of activities organised by Work Package(s) and Task(s) as detailed in the proposal>

**Funding**

Payment of the Grant shall be based on receipt of the required deliverables on time in accordance with the timeframes as set out in the below table, and subject to evaluation by Dr. Eleni Zarogianni (Topic Leader), Artur Krukowski (SHAPES Open-Call Manager), and the SHAPES Project Manager.

|  |  |  |
| --- | --- | --- |
| 20%  | Upon signature of the Subgrant Agreement |   |
| 40%  | Upon receipt of Deliverables: <list of deliverables due> | <Project month date of the mid-term review><Details of deliverables to be submitted, including ID, title, type, dues date and dissemination level as defined in Section 3 template> |
| 40%  | On completion of the project | <Completion date of the project in project months><Details of remaining deliverables, including ID, title, type, dues date and dissemination level as defined in Section 3 template> |

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

**ARTICLE 15 — FINANCIAL SUPPORT TO THIRD PARTIES**

* 1. **Rules for providing financial support to third parties**
		1. The beneficiaries must provide financial support in accordance with the conditions set out in Annex 1.

At a minimum, these conditions must include:

1. 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;

1. the criteria for calculating the exact amount of the financial support;
2. the different types of activity that qualify for financial support, on the basis of a closed list;
3. the persons or categories of persons that may receive financial support, and
4. 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.

* + 1. 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

* 1. **Checks, reviews and audits by the *Agency and the* Commission**

# Right to carry out checks

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 theCommission may be assisted by external persons or bodies. The Commission may also request additional information in accordance with Article 17. 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.

# Right to carry out reviews

TheCommission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports), compliance with the obligations under the Agreement and continued scientific or 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 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). TheCommission 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 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.

# Right to carry out audits

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 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 person 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. TheCommission 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.

TheCommission 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 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 Commission may also access the beneficiaries’ statutory records for the periodical assessment of unit costs or flat-rate amounts.

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

Under Regulations No 883/2013 39and 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.

# 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.

# Checks, reviews, audits and investigations for international organisations

*Not applicable*

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

* + 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.

# Findings in other grants

TheCommission may extend findings from other grants to this grant (‘**extension of findings from other grants to this grant**’), if:

1. 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
2. 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).

# Procedure

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.

* + - 1. If the findings concern **eligibility of costs**: the formal notification will include:
1. an invitation to submit observations on the list of grants affected by the findings;
2. the request to submit **revised financial statements** for all grants affected;
3. the **correction rate for extrapolation** established by the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the beneficiary concerned:
4. considers that the submission of revised financial statements is not possible or practicable or
5. 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 Commission in justified cases.

The Commission may then start a rejection procedure in accordance with Article 42, on the basis of:

- the revised financial statements, if approved;

- the proposed alternative correction method, if accepted

or

- the initially notified correction rate for extrapolation, if it does not receive any observations

**22.5.3.2** If the findings concern **substantial errors**, **irregularities or fraud** or **serious breach of**

**obligations**: 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 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.

The Commission may then start a reduction procedure in accordance with Article 43, on the basis of:

- the proposed alternative flat-rate, if accepted

or

- the initially notified flat-rate, if it does not receive any observations or does not accept the

observations or the proposed 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

* 1. **Right to evaluate the impact of the action**

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 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.

# Consequences of non-compliance

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

# ARTICLE 35 — CONFLICT OF INTERESTS

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

# 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

* 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:

1. need to know to implement the Agreement and
2. 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:

1. this is necessary to implement the Agreement or safeguard the EU's financial interests and
2. 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:

1. the disclosing party agrees to release the other party;
2. 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;
3. the recipient proves that the information was developed without the use of confidential information;
4. the information becomes generally and publicly available, without breaching any confidentiality obligation, or
5. the disclosure of the information is required by EU or national law.

# 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

* 1. **Communication activities by beneficiaries**
		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).

# 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:

1. display the EU emblem and
2. 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 857159”.

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 857159”.

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.

# 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.

# Communication activities by the Commission

* + 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.

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:

* + - 1. **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);
			2. **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);
			3. **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);

# translation;

* + - 1. giving **access in response to individual requests** under Regulation No 1049/2001, without the right to reproduce or exploit;
			2. **storage** in paper, electronic or other form;
			3. **archiving**, in line with applicable document-management rules, and
			4. 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

* 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.

# Liability of the beneficiaries

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.

# Appendix 3 SHAPES -OC1- Enablers Guide for Applicants

# <attached copy of the “SHAPES -OC1- Enablers Guide for Applicants” document distributed as part of the 1st Open Call info package >

# Appendix 4 - Banking Information Form

|  |  |  |  |
| --- | --- | --- | --- |
| **Proposal / Contract Number** |  | **Proposal/Contract Acronym (Name)** |  |
| **Financial Information for payments** |
|  Please ensure that the following information is correct, otherwise the payment may be rejected. Complete 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 Contractor immediately! Any costs and bank fees due to incorrect or invalid Financial Information will be borne by 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 5 Open call announcement**

<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/competitive-calls>

**Smart & Healthy Ageing through People Engaging in Supportive Systems – Open Call 2**

**Project full name:** Smart & Healthy Ageing through People Engaging in Supportive Systems

**Project acronym:** SHAPES

**Grant agreement number:** 857159

**Publication date:** 1st February 2022

**Deadline:** 31st March 2022 at 17:00 CEST (Brussels time)

**Expected duration of participation:** 6 to 12 months

**Total EU funding:** up to 50,000€ per project

**Total budget for three (3) Open Calls:** €1 000 000

Funding in each call will be capped to €500 000 and/or up to the amount remaining of the total budget after funding projects in earlier calls. Subject to the eligibility criteria being met, at least once proposal will be funded per challenge, up to 50 000 per project. Other amounts may be accepted if sufficiently justified. Subject to any challenge not funded in one call, such a challenge and its associated funding budget will be retained for the next call.

Submission & evaluation process: Submissions can be made [via the F6s website](https://www.f6s.com/shapesopencall1/apply).

SHAPES adopts the same scoring scale (0-5 excellent) as in all H2020 calls with half marks. Applications will be assessed under the following criteria;

* Excellence
* Implementation
* Impact and Sustainability

Further information: For queries please contact opencalls@shapes2020.eu and visit [SHAPES website](https://shapes2020.eu/open-calls/call-1/).

**Call description:**

The 2nd Open Call The call will focus on extending capabilities and functionalities of the SHAPES Platform with new types of medical devices (aimed primarily at manufacturers) and Digital Solutions (aimed at technology developers and service providers), not excluding IoT Platforms built for e-Health applications such as EHR/PHR systems.

The primary aim is to support both types of contributions, thus enabling validation of SDK and API mechanisms for adding new types of external components, beyond those that have been anticipated in the project, such as solutions and devices with applications in future pandemics.

The secondary objective is to extend the library of options embedded into SHAPES Platform at the end of the project and before going with project solution to market.

The consortium believes in the added value of integrating commercial industry-standard technologies to complement similar capabilities already existent within the consortium. Some of the important use cases include coordinating the care of chronic patients by enabling the co-operation of many different eHealth systems such as Electronic Health Record Systems (EHRs), Personal Health Record Systems (PHRs) and wireless medical sensor devices; enabling secondary use of EHRs for clinical research; being able to share lifelong EHRs among different healthcare providers.

Therefore enhancing the SHAPES solution with new means of validation of compliance with common health and social care standards, especially new and evolving developments of standards and regulations linked with COVID-19 and possible future pandemics, would be specifically requested in its 2nd Open Call, those including, but not limited to: [HL7-FHIR](https://en.wikipedia.org/wiki/Health_Level_7#Clinical_Document_Architecture_(CDA)) for health care services, [Continua Alliance](https://en.wikipedia.org/wiki/Continua_Health_Alliance) regarding Medical Device certifications with consideration for FIWARE API (FIWARE NGSI) curated framework of open source platform components useful for building Smart Solutions faster, easier and cheaper ([https://www.fiware.org](https://www.fiware.org/)).

Although achieving eHealth interoperability is quite a challenge both because there are competing standards and clinical information itself is very complex, there have been a number of successful industry initiatives such as Integrating the Healthcare Enterprise (IHE) Profiles, epSOS initiative for sharing Electronic Health Records and ePrescriptions in Europe. Verification of SHAPES against such and similar industrial standards shall be considered as added benefit.

**Appendix 6 Declaration on Honour**

# DECLARATION OF HONOUR

I, the undersigned:

 for legal persons: representing the following entity:

[**insert full official name**]

[insert full official address]

[insert VAT registration number]

**hereby certify**

that

1 — The **information** provided for **project** [**insert project number**] **—** [**acronym**] is **correct** and **complete**.

2 — .

4 — I/my organisation:

* are committed to participate in the Project
* have the necessary stable and sufficient sources to implement this Agreement according to EC Guidelines.
* guarantee that it is not in any situation, which would exclude us from receiving financial support (including pending financial procedures concerning frauds or inappropriate management or undue previous appropriation of funds from other funding programmes) and
* is not under liquidation or is not an enterprise under difficulty according to the Commission Regulation No 651/20148, art. 2.18

SIGNATURE

For the applicant:
[function/forename/surname]

[electronic signature]

Done in [English] on [electronic time stamp]

**Appendix 7 Legal Entity Form and supporting documents**

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1. <https://opensource.org/licenses> [↑](#footnote-ref-1)