



Co-funded by the
European Union



Sub-grant Agreement
ODEON

SUB-GRANT AGREEMENT

ODEON
Open call

DRAFT



Concluded by and between:

1. **ETRA INVESTIGACION Y DESARROLLO SA (ETRA)**, PIC 999926441, established in CALLE TRES FORQUES 147, VALENCIA 46014, Spain - **acting as the Consortium Coordinator**,
2. EREVNITIKO PANEPISTIMIAKO INSTITOUTO SYSTIMATON EPIKOINONION KAI YPOLOGISTON (ICCS), PIC 999654356, established in PATISION 42, ATHINA 106 82, Greece,
3. ATOS IT SOLUTIONS AND SERVICES IBERIA SL (ATOS), PIC 952979120, established in RONDA DE EUROPA 5, TRES CANTOS MADRID 28760, Spain,
4. DANMARKS TEKNISKE UNIVERSITET (DTU), PIC 999990655, established in ANKER ENGELUNDS VEJ 101, KONGENS LYNGBY 2800, Denmark,
5. FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer), PIC 999984059, established in HANSASTRASSE 27C, MUNCHEN 80686, Germany,
6. GIOUMPITEK MELETI SCHEDIASMOS YLOPOIISI KAI POLISI ERGON PLIROFORIKIS ETAIREIA PERIORISMENIS EFTHYNIS (UBI), PIC 985034419, established in MITHRIDATOU 36-38, ATHINA 11632, Greece,
7. UBITECH ENERGY (UBE), PIC 903457031, established in BOULEVARD EDMONDMACHTENS 79/22, BRUSSELS 1080, Belgium,
8. FUNDACION TECNALIA RESEARCH & INNOVATION (TEC), PIC 999604110, established in PARQUE CIENTIFICO Y TECNOLOGICO DE GIPUZKOA, PASEO MIKELETEGI 2, DONOSTIA-SAN SEBASTIAN (GIPUZKOA) 20009, Spain,
9. SUITE5 DATA INTELLIGENCE SOLUTIONS LIMITED (Suite5), PIC 910462080, established in ALEXANDREIAS 2, BRIDGE TOWER, FLAT/OFFICE 101, LIMASSOL 3013, Cyprus,
10. INTRACOM SA TELECOM SOLUTIONS (ICOM), PIC 999969994, established in NEW ROAD PEANIA MARKOPOULO 19 7KM, PEANIA 19002, Greece,
11. MAGGIOLI SPA (MAG), PIC 996621457, established in VIA DEL CARPINO 8, SANTARCANGELO DI ROMAGNA 47822, Italy,
12. DIACHEIRISTIS ELLINIKOU DIKTYOU DIANOMIS ELEKTRIKIS ENERGEIAS AE (HEDNO), PIC 953032082, established in PERRAIVOU 20 KALLIRROIS ODOS 5, ATHINA 117 43, Greece,
13. IES R&D (IES), PIC 913909751, established in CASTLEFORBES HOUSE, CASTLEFORBES ROAD, DUBLIN 1, Ireland,
14. UNIVERSITAT POLITECNICA DE CATALUNYA (UPC), PIC 999976202, established in CALLE JORDI GIRONA 31, BARCELONA 08034, Spain,
15. SPACE HELLAS ANONYMI ETAIREIA SYSTIMATA KAI YPIRESIES TILEPIKOINONIONPLIROFORIKIS ASFALIAS - IDIOTIKI EPICHEIRISI PAROCHIS YPERISION ASFA (SPH), PIC 999778322, established in MESSOGION AVE 312, AGHIA PARASKEVI ATHINA 153 41, Greece,
16. JOANNEUM RESEARCH FORSCHUNGSGESELLSCHAFT MBH (JR), PIC 999981537, established in LEONHARDSTRASSE 59, GRAZ 8010, Austria,
17. ODI-E (ODIT), PIC 910098524, established in 17 AVENUE DU GRANIER, MEYLAN 38240, France,
18. FUNDACION CIRCE CENTRO DE INVESTIGACION DE RECURSOS Y CONSUMOS ENERGETICOS (CIRCE), PIC 999516907, established in PARQUE EMPRESARIAL DINAMIZA, AVDA. DE RANILLAS, 3D, ZARAGOZA 50018, Spain,
19. INQBIT INNOVATIONS SRL (IQB), PIC 895370529, established in STRADA PERONI NR 14-16, SECTOR 4 CAMERA 6, BUCURESTI 041386, Romania,
20. SICAE DE LA SOMME ET DU CAMBRAISIS (SICAE), PIC 893221106, established in 11 RUE DE LA REPUBLIQUE, ROISEL 80740, France,
21. CUERVA ENERGIA SLU (CUE), PIC 903812051, established in SANTA LUCIA 1-K, CHURRIANA DE LA VEGA 18194, Spain,



22. COMHARCHUMANN FUINNIMH OILEAIN ARANN TEORANTA (CFOAT), PIC 915786701, established in CILL RONAIN, GALWAY H91 WOJK, Ireland,
23. TREFOR EL NET OST AS (TEN0), PIC 903406688, established in INDUSTRIVEJ 1, RONNE 3700, Denmark,
24. BARBARA IOT SL (BAR), PIC 910373713, established in C/ PADRE LOJENDIO 5-2 DC, BILBAO BIZKAIA 48008, Spain,
25. HERON SINGLE MEMBER S.A. ENERGY SERVICES (HERON), PIC 954579911, established in LEOFOROS MESOGEION 85, ATHINA 115 26, Greece,
26. PROSPEX INSTITUTE (PI), PIC 936495134, established in VICTOR OUDARTSTRAAT 7, BRUSSEL 1030, Belgium,
27. INTERNATIONAL DATA SPACES EV (IDSA), PIC 919489191, established in ANNA-LOUISA-KARSCH-STR. 2, BERLIN 10178, Germany,
28. LOGIKERS SL (LOG), PIC 886663712, established in CALLE ESPIGA 7 PTL 4 PISO 2 C, MALAGA 29190, Spain,
29. EWII A/S (EWII), PIC 886147478, established in KOKBJERG 30, KOLDING 6000, Denmark,
30. ARTHUR'S LEGAL BV (ALEG), PIC 948058213, established in EMMALAAN 21, AMSTERDAM 1075 AT, Netherlands,
31. FUNDINGBOX ACCELERATOR SP ZOO (FBA), PIC 951227688, established in UL POSTEPU 15, WARSZAWA 02-676, Poland,
32. EPL TECHNOLOGY FRONTIERS LIMITED (EPL), PIC 890639645, established in THEODOSI PIERIDI 3, NICOSIA 2540, Cyprus,
33. BORNHOLMS ENERGI OG FORSYNING AS (BEOF), PIC 906554920, established in SKANSEVEJ 2, RONNE 3700, Denmark

- acting as Consortium Partners,

forming **the ODEON Project Consortium** and represented for the purposes of signing the Agreement by **FundingBox Accelerator sp. z o.o. (FBA)**,

hereinafter jointly referred to as **Consortium, and each of them as Consortium Partner**

and

[FSTP BENEFICIARY NAME], a private company organized under the laws of [COUNTRY] established in [ADDRESS – STREET, POSTCODE, CITY, COUNTRY], with tax identification number [TAX IDENTIFICATION NUMBER], duly represented by [PERSON OF REPRESENTATION WITH FUNCTION]

hereinafter referred to as the **Beneficiary**.

The Consortium and Beneficiary, referred to individually as a "Party" and together as the "Parties," agree to the terms and conditions outlined below.



Article 1 BASIC TERMS and CONDITIONS

No	TERM		DESCRIPTION		IN THIS AGREEMENT		
1.	PROJECT		The project for which the Application form was submitted, and the grant is awarded (see also Article 2).		[Project full name and short name]		
2.	SUPPORT PROGRAMME or PROGRAMME		Full name of the Support Programme.		ODEON Support Programme		
3.	MAXIMUM GRANT AMOUNT		The maximum amount of the financial support (Grant) you may receive.		60000 EUR (in words: sixty thousand EURO), but no more than the amount budgeted in the Application Form.		
4.	PAYMENT TRANCHES		Timing and conditions of payments.		Lump sum. Paid in tranches only when conditions outlined in Article 4 are met.		
	AMOUNT DUE	WITHHOLD RATE	AMOUNT TO BE PAID	CONDITIONS/TERMS	DELIVERY DATE	PAYMENT DATE	
	1	Up to 9000 EUR	0%	Up to 9000 EUR	Acceptance of the Project Plan & Project Design Report	M1	M2
	2	Up to 30000 EUR	0%	Up to 30000 EUR	Release of the Energy Service (Prototype)	M6	M7
3	Up to 21000 EUR	0%	Up to 21000 EUR	Demonstration, Evaluation and Impact Assessment Report	M10	M11	



5.	DELAYED PAYMENT MECHANISM	Consortium may apply the delayed payment mechanism for all or some of the payments.	Non-applicable
		Value of the delayed payments	-
		Delayed payment due date	-
6.	REQUIRED OWN CONTRIBUTION	Part of the Project costs that must be covered by the Beneficiary from its own resources and is not financed by the Grant.	Non-required
		Value of the own-contribution	-
7.	PROJECT PLAN	The Project Plan is a detailed document that outlines a project's goals, the timeline, milestones, and key performance indicators (KPIs) to be met before any payment can be made.	Individual Mentoring Plan
8.	PROGRAMME PERIOD	The time frame during which the Project must be carried out and completed.	No of months: 10
			From DATE.FROM to DATE.TO
9.	EXTENSION	Possibility of the Programme Period extension	Applicable
		Max duration of Extension	1 months, but not longer than the Action End Date
		Conditions for Extension	if objective conditions prevent the timely implementation of the Project.



			The request must explain the reasons and the desired extension period. The Consortium's dedicated Body will review the request and may approve an extension. Such an extension does not require an amendment to the Agreement but must have prior approval from the Consortium's dedicated Body.
10.	BENEFICIARY'S BANK ACCOUNT	The bank account to which the grant will be transferred.	IBAN....
11.	CONTACT PERSONS	For Beneficiary	[INSERT]
		For Consortium	Marie Claire Ciampini (marieclaire.tonna@fundingbox.com)
12.	FORMAL NOTIFICATIONS ON PAPER	For Beneficiary	[the Beneficiary's correspondence mailing address/ specified in the commencement] or [Beneficiary's FULL address for correspondence].
		For Consortium	Fundingbox Accelerator sp. Z o.o. ul. Dworcowa 7/218, 62-020 Swarzędz, POLAND.
13.	CONFIDENTIALITY and RECORD KEEPING, AUDIT RIGHTS	Duration of keeping information confidential and duration of keeping records and supporting documents to prove proper implementation of the Project.	10 (ten) years since Action End Date
14.	ACTION	The Consortium project funded by the Granting Authority. Support Programme is provided within its framework.	ODEON funded by European Climate, Infrastructure and Environment Executive Agency (CINEA) under the Grant Agreement No. 101136128



15.	ACTION END DATE	The expected end date of the Action.	ODEON Project's end date, as for the date of signature of this Agreement, is planned for 31.12.2027 (but might be extended).
16.	NON-FINANCIAL SUPPORT	Assistance offered by the Consortium during the Support Programme, together with the grant.	Technical expertise: support the Beneficiary for a better understanding of the ODEON technologies, and the work and integration with it.
17.	DEDICATED CONSORTIUM BODY	Consortium body authorised to make decisions related to the Support Programme and assessing Project's progress	Selection committee
18.	EFFECTIVE DATE	The date from which this Agreement becomes valid and binding.	EFFECTIVE.DATE

Article 2 GRANT

1. This Agreement outlines the terms for:
 - a. granting and paying financial support to the Beneficiary by the Consortium and
 - b. Beneficiary's participation in the Support Programme.
2. The Grant is provided for the Project specified in Article 1, point 1, and described in the application. The application form is Annex 1 to this Agreement.
3. The Maximum Grant Amount is **60000 EUR (in words: sixty thousand EURO), but no more than the amount budgeted in the Application Form.**
4. In addition to financial support, the Consortium will also assist the Beneficiary by providing the Non-Financial Support described in Article 1, point 16.

Article 3 DURATION

1. The Programme Period is defined in Article 1, point 8.
2. The Beneficiary may request an Extension of the Programme Period if permitted and under the conditions set out in Article 1, point 9
3. The provisions of this Agreement shall remain in effect for ten (10) years after the Action End Date defined in Article 1, point 15.



4. For the avoidance of doubt, all time limits concerning audits, confidentiality obligations, and record-keeping etc. begin to run from the Final Payment.

Article 4 PAYMENT OF THE GRANT

1. The grant will be paid in the Payment Tranches described in Article 1, point 4.
2. Payment of each of the tranches depends on:
 - a. proper and timely implementation of the Project,
 - b. acceptance of the Project Plan - applicable only for the first tranche,
 - c. meeting milestones/KPIs or deliverables that mark Project's progress, measure performance, and review and trigger the payments described in this Agreement and Project Plan,
 - d. delivering required documents.
3. Payments will be made to the Beneficiary's Bank Account specified in Article 1, point 10.
4. Payments will be made in euros. The Beneficiary shall provide a bank account denominated in euros; otherwise, the Beneficiary will bear the currency conversion costs.
5. Final payment is the final and last payment under this Agreement. The date of the Final Payment shall constitute the reference date from which all post-termination or continuing obligations under this Agreement shall be calculated, including, without limitation, obligations relating to confidentiality, audit rights, and record-keeping.
6. The Consortium and its partners are not liable for payment delays caused by:
 - a. delays due to circumstances beyond the Consortium's control,
 - b. suspension or termination of the Action,
 - c. delays due to an extension of the Action,
 - d. delays resulting from delays in financial settlements with the European Commission.

Article 5 PROJECT PLAN

1. The Project Plan (see Article 1, point 7) is developed as Project's first deliverable and must be approved by the dedicated Consortium Body.
2. Once approved, it automatically becomes an attachment to the Agreement without requiring further amendments.

Article 6 BUDGET and ELIGIBLE COSTS

1. The lump sum is a simplified method of settling expenses. Under this method, the Beneficiary is not required to present strictly defined accounting documents to prove the cost incurred (e.g. invoices), but is obliged to demonstrate that the Project has been properly implemented, in line with the Project Plan. The lump sum does not release the Beneficiary from the obligation to collect documentation to confirm the costs under the fiscal regulation.
2. The Project budget is included in the Application Form (Annex 1), which is part of the Agreement and lists planned costs for the Project. If the budget specified in the Application Form (Annex 1) is lower than the maximum grant amount, the grant will be automatically adjusted to match the lower budget. The Project budget will be detailed in specific categories in the Project Plan.
3. Eligible costs are costs related to tasks that have been properly implemented, in line with the Project plan, and accepted by the Dedicated consortium body and incurred during the Programme Period. They may include:
 - a. personnel costs,
 - b. purchases (e.g. equipment, goods, services),
 - c. overheads (up to 25%).



4. Ineligible costs are:
 - a. costs that don't meet the above criteria,
 - b. costs claimed under another publicly funded grant,
 - c. costs incurred outside the Programme Period.
5. The Beneficiary acknowledges that "no double funding" applies to this Grant, meaning the same costs for the same activity cannot be funded twice with public money. This is a key rule for EU funding and must always be followed. The Beneficiary undertakes to follow this rule. The Beneficiary cannot use Grant to cover activities other than those related to the Project.
6. If the Project (or part of it) is not properly implemented, the corresponding lump sum or tranche will be rejected as ineligible, and the Grant will be reduced accordingly.

Article 7 BENEFICIARY'S STATEMENTS - ELIGIBILITY CONDITIONS, CONFLICT OF INTEREST

1. By signing this Agreement, the Beneficiary declares that it meets the eligibility requirements for participation in the Support Programme, as defined in the Open Call documentation and as stated in the Application form (Annex 1) and Formal check form (Annex II).
2. The Beneficiary confirms that:
 - a. the legal status information provided to the Consortium, in particular those in the Formal check form (Annex II) is true, correct, complete and up to date;
 - b. it has not received any other EU grant for the Project and will notify the Consortium of any future EU grants related to this Project;
 - c. it has stable and sufficient resources (both financial and organisational) to conduct its activities during the Programme Period, and implement the Project and (if required) provide the required Own Contribution;
 - d. it is not excluded from receiving EU funding under national or EU law, or by a decision of a national or EU authority;
 - e. the Project is not excluded under Articles 18 or 19 of Regulation (EU) No 2021/695 (ethics provisions);
 - f. it (or persons with unlimited liability for its debts) is not subject to bankruptcy or similar proceedings (insolvency, liquidation, administration, arrangement with creditors, suspension of business, etc.);
 - g. it is not in breach of tax or social security obligations;
 - h. it is not listed on the EU sanctions list and is not subject to EU restrictive measures under Article 29 TEU or Article 215 TFEU;
 - i. neither the Beneficiary nor its key persons (representatives, decision-makers, beneficial owners, or essential persons for the grant) are in any of the following situations:
 - i. guilty of grave professional misconduct, fraud, links to a criminal organisation, corruption, money laundering, terrorism or related crimes (including financing), child labour or human trafficking;
 - ii. serious failure to comply with obligations under an EU contract or grant;
 - iii. guilty of irregularities as defined in Article 1(2) of Regulation No 2988/95;
 - iv. established in another jurisdiction with the purpose of avoiding fiscal, social or other legal obligations;



- j. the Project is based on Beneficiary's original works, or the Beneficiary may use the works constituting the basis of the Project and any foreseen developments of such works are free from third party claims, unless stated otherwise, and they are not subject to any dispute or claims by third parties;
 - k. there is no conflict of interest between the Beneficiary and any of the Consortium Partners (see Article 11).
3. All the above conditions must be satisfied during the Programme Period; otherwise, the Agreement must be terminated.

Article 8 BENEFICIARY'S OBLIGATIONS

1. The Beneficiary is fully responsible for implementing the Project in line with the Agreement, its Annexes, and all applicable EU, international and national laws.
2. The Beneficiary is also responsible for:
 - a. monitoring the proper and timely implementation of the Project,
 - b. providing required documents and information within given deadlines,
 - c. maintain up-to-date information regarding the Beneficiary's name, address, legal representatives, legal form, bank account, and organization type.
 - d. informing the Consortium immediately about:
 - i. significant delays or events affecting the Project implementation,
 - ii. changes in legal, financial, technical, organizational or ownership status,
 - iii. any circumstances impacting the Grant award or Agreement compliance.
3. The Grant, funded under the Horizon Europe programme, also requires compliance with obligations toward the European Commission (see Articles 10, 11, 19, 20, 21, 23, 24 and 25).
4. Failure to comply with these obligations may result in the reduction of the Grant or termination of the Agreement, along with any associated funding.
5. The results generated by the Project should be made available as open source and offered as part of the ODEON ecosystem.

Article 9 COMMUNICATION

1. English is the only official language of the Projects and Support Programme and this Agreement. This means that all communication, documents, and reports must be in English.
2. All communication under the Agreement must be in writing, including emails sent to the addresses defined in Article 1, point 11.
3. An email is considered sent when it is sent by the sender. It is considered received when the recipient gets it or, if no confirmation is received, three days after it was sent.
4. Formal paper notifications sent by registered post or courier are considered delivered on the date recorded by the postal service or courier as the delivery date or on the collection deadline at the post office or from the courier.
5. Formal notifications on paper shall be sent to the addresses defined in Article 1, point 12.

Article 10 KEEPING RECORDS

1. The Beneficiary must keep records and supporting documents to prove proper implementation of the Project, including the achievement of results and compliance with the Grant conditions. These records must be retained:



- a. during the Project and for the period specified in Article 1, point 13, or
 - b. longer if there are ongoing checks, reviews, audits, investigations, litigation, or claims under the Agreement. In such cases, records must be kept until these procedures are resolved.
2. The Beneficiary must:
 - a. make records available upon request by the Consortium or EC or authorised entities (OLAF, auditors, EEA) for verifying implementation, compliance, or statistical analysis of the Project (e.g., KPIs, Project Milestones, impact, or growth),
 - b. retain original documents, or digital/digitized copies if authorized by national law. Non-original copies may be accepted if they provide comparable assurance.
 3. For the financial justification of the Grant, the Beneficiary shall keep the record demonstrating that the method used for budget calculations accurately reflects the actual costs recorded in statutory accounts.
 4. Failure to comply with these obligations may result in the reduction of the **Grant** or termination of the Agreement, along with any associated funding.

Article 11 CONFLICT OF INTEREST

1. The Beneficiary must take all measures to prevent any situation where the Project's impartial and objective implementation could be affected by a conflict of interest (no-conflict of interest rule).
2. Conflict of interest refers to any situation that affects someone's impartiality or objectivity and includes, for example, economic interest, political or national affinity, family or emotional ties, personal relationships, political or national connections, economic interests, or any other direct or indirect interest.
3. In particular, no-conflict of interest rule applies, but is not limited to procurement of goods and services, use of subcontractors, relations and interactions with Consortium Partners.
4. If a conflict of interest arises or is likely to arise, the Beneficiary must promptly notify the authorised person (Article 1, point 11) about it, and take all necessary steps to rectify the situation.
5. The Consortium may assess the measures taken by the Beneficiary and, if deemed insufficient, may require additional corrective actions within a specified timeframe.
6. The Beneficiary hereby declares a lack of any conflict of interest with any of the Consortium Partners.

Article 12 TERMINATION OF THE AGREEMENT

1. The Beneficiary may terminate the Agreement at any time by notifying the Consortium in writing, specifying the reasons for termination.
2. The Consortium may terminate the Agreement if:
 - a. Beneficiary no longer meets the eligibility criteria,
 - b. Project has lost its scientific or technological relevance,
 - c. Project implementation is significantly delayed,
 - d. Beneficiary violates the double funding prohibition,
 - e. Beneficiary demonstrates a dismissive attitude or lack of engagement, making the continuation of the Project unfounded (the decision is made by the dedicated Consortium Partners, and it's final),
 - f. Beneficiary fails to execute the Project plan or implement ethical recommendations within agreed deadlines,



2. If payment is not made by the due date specified in the debit note, the Consortium or any Consortium Partner will take legal action to recover the amount in accordance with the applicable national law.
3. The Beneficiary agrees that any Consortium Partner may offset the overdue amount against any other payments owed to the Beneficiary by the Consortium or a Consortium Partner.
4. If payment is delayed, the amount owed will increase by late-payment interest, at the statutory interest rate prescribed by applicable law, calculated from the day after the due date until the date of full payment.
5. Any partial payments will first be applied to expenses, charges, and late-payment interest, and then to the principal amount.
6. The Beneficiary is responsible for all costs incurred by the Consortium during the recovery process.

Article 16 PROCESSING OF PERSONAL DATA

1. Personal data under this Agreement will be handled according to EU and national data protection laws. The Consortium will process the data to manage, monitor, and implement the Agreement, monitor, evaluate, and audit the Project's results.
2. The persons whose personal data are processed have the right to access and correct their personal data.
3. The Beneficiary must follow all data protection laws, including Regulation 2016/679 (GDPR), and limit access to personal data to only what is necessary for fulfilling the Agreement. Any personnel accessing the data must maintain confidentiality.

Article 17 FORCE MAJEURE

1. *Force majeure* refers to an unforeseeable, exceptional, and unavoidable event or situation beyond a Party's control that prevents them from fulfilling their obligations under the Agreement, even with all due diligence exercised.
2. If such an event occurs, the affected Party shall:
 - a. notify the other Party immediately, explaining the situation, expected duration, and impact,
 - b. take all the necessary steps to minimize any damage due to force majeure.
3. The Party prevented by *force majeure* from fulfilling its obligations under the Agreement cannot be considered in breach of them.

Article 18 USE OF LOGOTYPES

The Beneficiary authorizes the Consortium to use its logotype and non-confidential data for promotional, dissemination and marketing purposes, including activities beyond the scope of the Action.

Article 19 CONFIDENTIALITY

1. Any document, data, or material labeled in writing as "*sensitive information*" or "*confidential*" (hereinafter Confidential Information) must remain confidential throughout the Project implementation and for the period defined in Article 1, point 13.
2. Sharing of Confidential Information
 - a. The Beneficiary may share confidential information only with its staff or other Project participants who need the information to fulfill the Agreement and who are bound by a confidentiality agreement.



- b. The Consortium Partners may disclose confidential information to their staff or other Consortium Partners, only when necessary to implement the Agreement or to protect the EU's financial interests, provided that all recipients are subject to confidentiality obligations.
 - c. The Consortium Partners may disclose confidential information to the EU institutions and bodies, due to their obligations towards the EC and their bodies..
 3. The duty of confidentiality does not apply in the following cases:
 - a. the disclosing party agrees to release information to the other Party,
 - b. the information becomes public without anyone breaking the rules, or
 - c. disclosure is required by law.
 4. The recipient of confidential information must take the same reasonable care to protect any Confidential Information received from the disclosing party as the recipient would protect its own confidential and proprietary data.
 5. If the recipient becomes aware of any unauthorized use or disclosure of confidential information, it must notify the disclosing party in writing immediately.
 6. If any Party feels the protections above aren't sufficient, each Party can ask the other (in particular, one or more Consortium Partners) to sign a separate NDA to better safeguard any confidential and proprietary information disclosed for the purposes of the Project execution.

Article 20 ETHICS AND RESEARCH INTEGRITY

The Project must follow the highest ethical standards (including the highest standards of research integrity) and comply with EU, international, and national laws and ethical recommendations indicated in the Project Plan and/or ethics reports.

The Beneficiary commits to and ensures the respect of basic EU values, such as respect for human rights, right to privacy, the right to the protection of personal data, gender equity, the need to ensure protection of the environment etc.

Article 21 VISIBILITY OF EU FUNDING

1. The Beneficiary must acknowledge EU support in all communication and dissemination activities related to the Project (including media relations, conferences, seminars, and information material, such as brochures, leaflets, posters, presentations, events, materials, infrastructure, website, or results funded by the grant, via traditional or social media). This includes displaying the European flag (emblem) together with the Action logo and a funding statement, translated into local languages where necessary according to the template below::

Action logo:



EU emblem with a funding statement - *Funded by the European Union*:



Funded by the
European Union



2. To meet the above requirements:
 - a. the emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text,
 - b. apart from the emblem, no other visual identity or logo may be used to highlight the EU support,
 - c. when displayed in association with other logos (e.g. of Beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos,
 - d. for the purposes of their obligations under this Article, the Beneficiary can use the emblem without prior approval but cannot claim exclusive rights or register it as a trademark.

Article 22 LIABILITY FOR DAMAGES

1. Liability of the Consortium or Consortium Partner
 - a. The Consortium or any Consortium Partner cannot be held liable for any damage to the Beneficiary or third parties resulting from the implementation of the Agreement.
 - b. The Consortium or any Consortium Partner cannot be held liable for any damage caused by the Beneficiary or other participants in the Project.
2. Liability of the Beneficiary:
 - a. The Beneficiary must compensate the Consortium Partner for any damage they suffer due to the Project's implementation or failure to comply with the Agreement (e.g., false statements or incorrect eligibility information).
3. Limitations of liability:
 - a. Except for confidentiality obligations, the Parties' liability is limited to direct damages and does not cover indirect losses like production delays, revenue loss, or operating interruptions.
 - b. The Parties' liability is limited to the amount of the grant unless the damage is caused by willful misconduct or gross negligence or breach of confidentiality.
4. The terms of this Agreement shall not be construed to alter or limit the statutory liability of either Party.
5. The EC is not a Party to this Agreement and cannot be held responsible for any damage to the Beneficiary or third parties resulting from the implementation of the Agreement.

Article 23 CHECKS, REVIEWS, AUDITS, AND INVESTIGATIONS

1. The EC, EC bureaus and Agencies, OLAF, EPPO, ECA, or external experts hired by those entities can review the Project during or after their implementation, to ensure its proper implementation and compliance with the Agreement and EU law.
2. Such review may have the form of an audit, check, review or investigation (hereinafter we collectively call them "checks").
3. Checks under this Agreement may include assessing the eligibility and accuracy of costs and contributions, as well as the quality and compliance of the work described and completed in accordance with the Project Plan, all provided deliverables, reports and other documents used for the assessment of the Beneficiary's progress.
4. These procedures can be initiated during the Project or during the periods specified in Article 1, point 13. The Beneficiary is unconditionally obliged to adhere to them.
5. The EC, OLAF, EPPO, ECA, and other authorized bodies (including EC Agencies and bureaus) will conduct these checks in line with their respective procedures and standards.



6. The entity or body conducting checks may access the Beneficiary's statutory records, including accounts, salary details, and other personal data.
7. The EC may access the Beneficiary's statutory records, including accounts, salary details, and other personal data.
8. During the checks, the Beneficiary must:
 - a. cooperate fully with the checking entity and provide all requested information within the specified deadline. Provided information must be accurate, complete, and in the requested format, including electronic formats.
 - b. allow access to sites and premises for on-the-spot checks and make requested information readily available,
 - c. participate in meetings with external experts if required.
9. The provisions above apply accordingly to checks, reviews, audits, or investigations carried out on behalf of the Consortium by the FSTP Leader, Consortium Coordinator, or another designated Consortium partner who can also conduct checks.
10. Failure to comply with these obligations may result in the reduction of the Grant or termination of the Agreement, along with any associated funding.

Article 24 CONSEQUENCES OF CHECKS, REVIEWS, AUDITS, AND INVESTIGATIONS — EXTENSION OF RESULTS OF REVIEWS, AUDITS OR INVESTIGATIONS

1. Findings from checks, reviews, audits, or investigations under this Agreement may result in:
 - a. rejection of costs,
 - b. reduction of the grant,
 - c. recovery of overpaid amounts,
 - d. termination of the Agreement,
 - e. other actions as allowed by applicable law.
2. Findings from OLAF or EPPO checks may also lead to criminal prosecution under national law. Additionally, the EC, OLAF, EPPO, ECA, or other authorized bodies may extend findings from similar cases to this grant, applying the same consequences.
3. The Beneficiary will be formally notified of any irregularities, actions taken, and potential consequences, such as rejected costs, reduced grant amounts or termination of the Agreement.

Article 25 IPR and OWNERSHIP OF RESULTS

1. Background is an existing knowledge, data, or IP (e.g., patents, know-how) owned by a Party before the Project starts or developed independently outside the Project but necessary for implementing the Project or using its results.
2. Results are any new data, knowledge, or developments created during the Project, whether tangible or intangible, including IP rights.
3. Each Party owns the results it generates.
4. To enable the Consortium to fulfil its obligations towards the European Union (or EU any authorities and bodies), Beneficiary grants the Consortium Partners, for the purpose of granting such rights to the European Union (or EU any authorities and bodies), or directly to the European Union (or EU any authorities and bodies), a free, non-exclusive and irrevocable licence to use any project results, materials, documents and information for policy, information, communication, dissemination and publicity purposes. This licence covers, in particular, the rights to use, distribute, translate, modify, archive, create derivative works, and to grant sub-licences as required for the European Union's activities.



5. Rights of use are granted for the full duration of the relevant intellectual property rights. If materials or documents are subject to moral rights or third-party rights, Beneficiary must obtain necessary licences or authorisations.
6. In the event the Beneficiary and an ODEON Consortium partner jointly generate results during the implementation of the Project, and it is not possible to:
 - a. establish the respective contribution of each Party; or
 - b. separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right,the Parties have joint ownership of this work. The joint owners shall, within six (6) months after the participation of the Beneficiary in the ODEON Support Programme Period or after the termination of the Beneficiary's participation in the ODEON Support Programme (whichever is later), establish a separate written joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting and dividing related costs and exploiting such jointly owned results on a case by case basis.

Article 26 FINAL PROVISIONS

1. Annexes are a key part of this Agreement.
2. In case of any discrepancies between this main Agreement and its Annexes, the main Agreement shall prevail.
3. Changes or termination of the Agreement must be in writing and signed by both parties, except for:
 - a. Extension of the Project for the period described in Article 1, point 9 - if applicable,
 - b. change of the addresses, or contact details - which should be communicated by e-mail,
 - c. change of the Beneficiary's Bank Account - which must be submitted by e-mail and signed by an authorized person,
 - d. addendum and further changes to the Project Plan.
4. The Beneficiary cannot transfer payment claims to third parties without the Consortium's prior written approval.
5. Time periods (days, months, years) start the day after the triggering event.
6. Action End Date can be extended, therefore all deadlines starting on the Action End Date are indicative. All deadlines regarding the audit, confidentiality and documentation storage shall commence upon completion of the Action.
7. The Agreement is governed by the law of Poland and applicable EU regulations, in particular:
 - a. Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013 ;
 - b. Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.



8. The Beneficiary is solely responsible for complying with national laws while executing the Project, in particular concerning tax, social security, and labor law. The Beneficiary shall assess the tax regime applicable to the provided Grant.
9. Disputes concerning the interpretation, application, or validity of the Agreement should be resolved amicably. If a dispute can not be solved amicably, it shall be handled by the Court of Warsaw.

Article 27 ENTRY INTO FORCE OF THE AGREEMENT

The Agreement enters into force on the day it is signed by both parties, and shall be effective as of **EFFECTIVE.DATE**.

By signing this Agreement, the Beneficiary confirms they have read, understood, and accepted its terms, including all rights, obligations, and conditions. The Beneficiary also confirms that the information provided (particularly regarding their eligibility and information included in the formal check form) is true, accurate, and up to date as of the signing date.

The person signing below declares they are authorized to sign this Agreement on behalf of the Beneficiary.

For the **Beneficiary**

For the **Consortium**

.....
date

.....
date



Co-funded by the
European Union



Annex 1: Application Form

DRAFT



Annex 2: Formal check form

DRAFT



Annex 3: Project Plan

To be included as a result of the 1st Stage of the Support programme.

DRAFT