

# INNOVOUCHER PROJECT: PILOT PROJECT CALL TEXT

Project Acronym

**INNOVOUCHER**

Project Number

**671295**

Project URL

**[www.innovoucher.eu](http://www.innovoucher.eu)**



## **CALENDAR (all deadlines will be at 17.00 Brussels Time)**

- Announcement (to be uploaded to H2020 Participant Portal): 15<sup>th</sup> Jan 2018 – 14<sup>th</sup> Feb 2018
- Call opens: 15<sup>th</sup> March 2018
- Call closes: 15<sup>th</sup> June 2018
- Application review, evaluation and notification deadline: 31<sup>st</sup> July 2018
- Sub-Grant Agreements signature: Until 30<sup>th</sup> September 2018
- Development of granted projects & payment to providers (by beneficiaries): Until 28<sup>th</sup> February 2019
- Request for payment (by beneficiaries): Until 15<sup>th</sup> March 2019
- Review of Requests for payment & Sending Certificate for payment to coordinator: Until 1<sup>st</sup> April 2019
- Payment Order to beneficiaries / to beneficiary's managing authority: Until 15<sup>th</sup> April 2019 (Bank transfers will be ordered in a maximum of 14-calendar day term after receiving a valid Certificate for Proceeding to Payment).



## **FOREWORDS in the Call**

Project INNOVOUCHER is funded from the European Union's Horizon 2020 research and innovation programme under grant agreement No 671295.

In consonance with the EU Single Market (COM2014-14), it is a **priority** for the European Commission to establish a **single market for innovation**, to “*ensure territorial and social cohesion throughout Europe*” and “*pool resources in research and innovation*” as the Innovation Union initiative stands.

**Innovation Voucher Programmes** are schemes at the basement of the innovation promotion that **align** with this initiative, but nowadays most of these programmes' scope is **geographically limited** and do not enhance cross-border collaborations.

In this context, INNOVOUCHER initiative addresses also the Riga Declaration that states as follows:

*“[...] The European level is encouraged **to develop** with national and regional entities a **voluntary collaboration** and brokerage **framework for innovation voucher programmes** that aims at making excellent knowledge, skills and innovation support services from both public and private service providers across Europe more effectively accessible for SMEs.”*

Thus, **INNOVOUCHER** project has worked to **develop a new model of innovation voucher programme supporting the transnational exchange of innovation services in Europe**. The project aims to **help European regions and national governments to face their innovation challenges** and **achieve** their goals in their **innovation support to companies** by putting into place a **collaborative framework across Europe**. This way, regions and enterprises can take advantage of the **globalization benefits** and Europe can promote competitiveness and cooperation in an effective and cross-national way.

With a view to spread the future adoption of the improved model based on the empirical findings of the project, **this Call is aimed to test the model in the five partner regions (“target regions”)**. **Besides the dissemination of the results and impacts of this pilot project will encourage other regions to adopt the model**. Such a pilot action foresees the provision of financial support to enterprises and their associations, as a means to achieve its objectives.

An announcement of the Call has been published on Horizon 2020 Participants Portal in February 2018. The current full Call, Innovoucher Grant Agreement and other documents are published on this Innovoucher call web site ([www.innovoucher.eu/call](http://www.innovoucher.eu/call)).



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### **Definitions:**

For the purposes of this Call, the following Definitions apply:

- 1) Accredited service provider (or approved service provider) – A provider accredited to supply services to a Beneficiary in the framework of an innovation voucher Call.
- 2) Applicants – those submitting an Application to INNOVOUCHER project call.
- 3) Application - this is to be understood as an Application form together with the required documents submitted by the Applicant within the INNOVOUCHER project call.
- 4) Beneficiaries - Applicants as legal entities who fulfill the requirements of the Call and, therefore, are awarded with a grant.
- 5) Call Manager - Entity that manages the INNOVOUCHER project call web site (Romanian project partner, Unitatea Executiva pentru finantarea Invatamantului Superior, a Cercetarii, Dezvoltarii si Inovarii-UEFISCDI).
- 6) EC – European Commission.
- 7) INNOVOUCHER Coordinator - Entity that coordinates the INNOVOUCHER project (Spanish project partner, Instituto de Fomento de la Región de Murcia-INFO), and acting as representative for Innovoucher Consortium.
- 8) INNOVOUCHER project call web site – Web page dedicated to the Innovoucher project call: [www.innovoucher.eu/call](http://www.innovoucher.eu/call).
- 9) Results – any tangible or intangible output of the action, such as data, knowledge or information, that is generated in the action, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.
- 10) Services – the different types of activities that qualify for financial support as described in section 3 of the Call.
- 11) Sub-Grant Agreement - Grant agreement between Innovoucher Coordinator and each beneficiary, which shall include a description of the project to be developed. This Sub-Grant Agreement shall be bound by a back to back basis respect of the Grant Agreement subscribed between the EC and the Coordinator.
- 12) Open Access - it is understood to the effects established in the 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.
- 13) Target regions - Innovoucher Consortium partner regions: Flanders (Belgium), Romania, Region of Marche (Italy), Poland and Region of Murcia (Spain).
- 14) Target region's Managing Authority – A public or private body in a target region responsible for implementing the Innovoucher Project Call.
- 15) Trusted Partner EU regions - Other EU Regions that could participate in this pilot project according to H2020 rules, by contributing with their local accredited providers. Previously, interested regional authorities must sign a Trusted Partner EU Region statement.
- 16) Voucher - Payment document that can be used by the beneficiary to partially pay the provider for the provision of the service. By doing so, beneficiary will also give rights to the provider to receive the grant as part of the payment for its services.



## 1. Objective of the Call

The objective of the Call is to enable small and medium sized enterprises and their associations to acquire knowledge, technology and innovation services supplied by accredited providers located in other EU Member States.

Beneficiaries must be located in any of the following “target regions” (Innovoucher Consortium partner regions): Flanders (Belgium), Romania, Region of Marche (Italy), Poland and Region of Murcia (Spain). Managing Authorities of this Call in Target Regions are as follows:

Belgium - Flanders	Romania	Italy – Region of Marche	Poland	Spain – Region of Murcia
VLAO – Vlaams Gewest  Koning Albert II Laan, 20, 1000 Brussel (BELGIUM)  www.vlaio.be	UEFISCDI - Unitatea Executiva pentru finantarea Invatamantului Superior, a Cercetarii, Dezvoltarii si Inovarii  Mendeleev Street 21-25, Bucharest (ROMANIA)  www.uefiscdi.ro	SVIM – Sviluppo Marche Srl Società Unipersonale  Via Gentile Da Fabriano, 9, 60125 Ancona (ITALY)  www.svim.eu	PARP – Polska Agencja Rozwoju Przedsiębiorczości  Ul. Pańska 81/83 00-834 Warszawa (POLAND)  www.parp.gov.pl	INFO - Instituto de Fomento de la Región de Murcia  Avenida de la Fama, 3, 30003 Murcia (SPAIN)  www.institutofomentomurcia.es

## 2. Beneficiaries

This article states the persons or categories of persons which may receive financial support. Thus, beneficiaries must be in conformity with the specific requirements applicable to each target region, as follows:

Belgium - Flanders	Romania	Italy – Region of Marche	Poland	Spain – Region of Murcia
Beneficiaries of the SME e-wallet scheme as defined by the Decision of	Liberal professions, SMEs and Enterprise Associations	SMEs located in Marche Region  Beneficiaries' projects must belong to	SMEs located and registered in Poland  Beneficiaries' projects must	Liberal professions, SMEs and Enterprise Associations



the Flemish Government of 26 February 2016	located in Romania Beneficiaries' projects must belong to National Smart Specializations, Public Health and Culture & Heritage priority domains.	Marche Region RIS3 sectors and Creative Industries domains	belong to National Smart Specializations	located in the Region of Murcia Beneficiaries must belong to Region of Murcia's RIS3 sectors
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Beneficiaries must fulfill the criteria defined by the EC (according to the definition in Annex I of Commission regulation (EU) no 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty). Beneficiaries cannot be entities which are in financial difficulty within the meaning of EU State aid rules, in particular Commission regulation (EU) no 651/2014.

Entities without independent legal status, such as a consortium, will be excluded.

In consequence, applicants shall provide a financial undertaking to evidence their financial and economic capacity in compliance with the selection criteria for this Call, according to declaration in **Annex 1 – Application Form**.

A description of target regions' RIS3 priorities can be found at Innovoucher Call web site ([www.innovoucher.eu/call](http://www.innovoucher.eu/call)).

### **3. International innovation Services to be granted**

This article states a closed list of the different types of activities that qualify for financial support.

- a. **Services including Research & Development, Technology Transfer or other innovation activities** comprised in the following list (according to Commission regulation (EU) no 651/2014 of 17 June 2014):
  - i. **'industrial research'** means the planned research or critical investigation aimed at the acquisition of new knowledge and skills for developing new products, processes or services or for bringing about a significant improvement in existing products, processes or services. It comprises the creation of components parts of complex systems, and may include the construction of prototypes in a laboratory environment or in an environment with simulated interfaces to existing systems as well as of pilot lines, when necessary for the industrial research and notably for generic technology validation;
  - ii. **'experimental development'** means acquiring, combining, shaping and using existing scientific, technological, business and other relevant knowledge and



skills with the aim of developing new or improved products, processes or services. This may also include, for example, activities aiming at the conceptual definition, planning and documentation of new products, processes or services;

- a. Experimental development may comprise prototyping, demonstrating, piloting, testing and validation of new or improved products, processes or services in environments representative of real life operating conditions where the primary objective is to make further technical improvements on products, processes or services that are not substantially set. This may include the development of a commercially usable prototype or pilot which is necessarily the final commercial product and which is too expensive to produce for it to be used only for demonstration and validation purposes.
  - b. Experimental development does not include routine or periodic changes made to existing products, production lines, manufacturing processes, services and other operations in progress, even if those changes may represent improvements;
- iii. **'feasibility study'** means the evaluation and analysis of the potential of a project, which aims at supporting the process of decision-making by objectively and rationally uncovering its strengths and weaknesses, opportunities and threats, as well as identifying the resources required to carry it through and ultimately its prospects for success;
  - iv. **'innovation advisory services'** means consultancy, assistance and training in the fields of knowledge transfer, acquisition, protection and exploitation of intangible assets, use of standards and regulations embedding them;
  - v. **'process innovation'** means the implementation of a new or significantly improved production or delivery method (including significant changes in techniques, equipment or software), excluding minor changes or improvements, increases in production or service capabilities through the addition of manufacturing or logistical systems which are very similar to those already in use, ceasing to use a process, simple capital replacement or extension, changes resulting purely from changes in factor prices, customisation, localisation, regular, seasonal and other cyclical changes and trading of new or significantly improved products;
  - vi. **Market readiness activities** targeting radically new, breakthrough products, services, processes or business models that open up new markets (from TRL 6 to TRL8).

#### **b. Services or activities excluded**

According to the decision on the Horizon 2020 Framework Programme, this Call explicitly **excludes** three fields of research from Community funding:

- i. research activities aiming at human cloning for reproductive purposes;
- ii. research activities intended to modify the genetic heritage of human beings which could make such changes heritable;





- iii. research activities intended to create human embryos solely for the purpose of research or for the purpose of stem cell<sup>1</sup> procurement, including by means of somatic cell nuclear transfer.

Therefore, no activity will be funded that is forbidden in all Member States. No activity will be funded in a Member State where such activity is forbidden.

- c. Only transnational Services will be considered as eligible. Thus, Beneficiaries and service providers must be located in different EU member states. By doing so, a European dimension is assured.

Services having started before submission date of the application will not be granted.

- d. In any case, Open Access of Services which imply scientific publications or to research data resulting from publicly funded research under Horizon 2020 shall be ensured by the Beneficiaries and it shall be implemented in accordance with Regulation (EU) No 1290/2013.
- e. All the Services shall comply with ethical principles and relevant national, Union and international legislation, including the Charter of Fundamental Rights of the European Union and the European Convention on Human Rights and its Supplementary Protocols. Particular attention shall be paid to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of a person, the right to non-discrimination and the need to ensure high levels of human health protection.

#### **4. International service providers**

Services to be granted in the Call must be supplied by accredited providers included in a List of Accredited Providers that can be accessed through [www.innovoucher.eu/call](http://www.innovoucher.eu/call).

Other providers willing to offer their services to beneficiaries located in one or several of the Target Regions of this Call must previously apply for accreditation to their Regional Authority with a view to be entitled to supply those services. Providers must be located in one of the Target Regions or in a Trusted Partner EU Region (see below). A List of Regions (and their Regional Authorities) will be available on the Innovoucher call web site, including links to their regional provider accreditation procedures.

Once a service provider is accredited will be added to a List of Accredited Providers that can be found on [www.innovoucher.eu/call](http://www.innovoucher.eu/call).

Other EU regions not included in the former List of Regions can participate in this pilot project by contributing with their local accredited providers willing to supply eligible services to this Call's beneficiaries from Target Regions. The Regional Authorities willing to participate in the pilot must fulfill some compulsory requirements and sign a Statement (see **Annex 2-Trusted Partner EU Region Statement**), as described in instructions published on Innovoucher call web

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<sup>1</sup> The decision on Horizon 2020 and the provisions for the ethics framework governing the Community funding of human embryonic stem cell research entail in no way a value judgment on the regulatory or ethics framework governing such research in Member States.



site. Once this Statement is signed, the EU region will be entitled to be a Trusted Partner EU Region and will be included in the List of Regions.

A **mutual recognition mechanism of accredited providers** is applicable among the territories included in the List of Regions (Target & Trusted Partner EU Regions). Thus, any service provider accredited by one of the regions is automatically recognized and entitled to supply services to beneficiaries located in Target Regions of this Call.

## 5. Obligations of Beneficiaries

By applying to this Call, applicants formally accept the following conditions in case of being awarded:

- Beneficiaries accept their responsibility on accuracy and veracity of data and documents submitted for proving the fulfilment of the eligibility criteria when submitting their applications.
- Beneficiaries will provide the documentary evidences proving the provision of services.
- Beneficiaries, upon request, will fully support their respective Target region's managing authority, the Innovoucher Coordinator, the EC and other Audit Entities, by providing information and documentation aimed to verify legality of funded operations.
- Beneficiaries are obliged to store the documents for external audit purposes until 30<sup>th</sup> April 2024, either on paper or electronic version. The Beneficiaries have to inform the Target Region's Managing Authority about changes of their location.  
Beneficiaries are in general bound to art. 35 (Conflict of interest), art. 36 (Confidentiality and Data Protection), art. 38 (Visibility of EC funding) and art. 46 (Liability) of the Annotated Model Grant Agreement - AGA of the H2020 Programme, without prejudice to the provisions set out in this Call and in the Sub-Grant Agreement.
- Beneficiaries must ensure that the recipients of the financial support allow the EC, the European Anti-fraud Office (OLAF) and the Court of Auditors to exercise their powers of control, audit and monitoring on documents, information, even stored on electronic media, or on the final recipient's premises, and shall comply with the Regulation for the Protection of the financial interests of the Union.
- Beneficiaries will make references to public funding from EU, including suitable logos, and EU flag. Beneficiaries will include references to INNOVOUCHER PROJECT and specifically show that funding is 100% under European Union's Horizon 2020 Research and Innovation Programme - Grant Agreement No. 671295.
- Beneficiaries shall implement the Services in compliance with all the conditions and obligations set out in Regulation (EU) 1290/2013, the Call and the Sub-Grant Agreement.
- Beneficiaries shall make no commitments which are incompatible with the Regulation or the Sub-Grant Agreement.
- Beneficiaries shall implement the Services and shall take all necessary and reasonable measures to that end. They shall have the appropriate resources as and when needed for carrying out the Services.



## **6. Eligible expenditures**

Contractual costs of Services (as described in Article 3) supplied by accredited transnational providers to the Beneficiary. VAT is not considered as eligible cost.

Applications must include services whose minimum budget is 16.000 euros (VAT excluded).

## **7. Maximum amount to be granted to each beneficiary SME**

The maximum amount of grants allocated to this Call is 600.000 €. There is an initial appointed assignment of 120.000 € for each one of the Target Regions. In the event that one or more target Regions are not in the position to award grants for such amount, transfers among Target Regions will be possible as described in the **Article 9 Procedure for Review and evaluation of applications** of this call.

The maximum grant is 70% of eligible costs with a maximum amount of 24.000 € per beneficiary.

Grants are fully funded by European Union's Horizon 2020 Research and Innovation Programme - grant agreement No. 671295. It is not possible to accumulate this grant with any other public aid.

## **8. Submission Procedure for grant applications**

- a. Applicants are obliged to use the application form & templates available on the Innovoucher call web site (according to the **Annex 1- Application Form**, or its adaptation to online tools). Applications must be fulfilled in English. The Applicant is obliged to provide an e-mail address to ensure effective communication between the corresponding Managing Authority and the applicant during the whole procedure defined in this Call.

Any additional requests or question regarding this Call can be sent to the Call Manager only via dedicated e-mail address: [info@innovoucher.eu](mailto:info@innovoucher.eu)

The submitted application must be in accordance with the documents described on the Innovoucher call web site, including a formal declaration of acceptance of Obligations.

The application must indicate the name of the accredited service provider accessible through the Innovoucher call web site. In case of selecting a service provider not included in list, the provider would previously follow the instructions in **Article 4 - International service providers**. In the situation where a suitable service provider is not available on the list, the applicant can request the corresponding Managing Authority for the specialized assistance in finding the international provider in order to be potentially accredited.



- b. Applications signed by legal representative of the applicant organization will be scanned and electronically submitted to the Call Manager as described in the Innovoucher Call Web site (by using specific online tools).
- c. Applications can be submitted not later than **15<sup>th</sup> June 2018, 17.00 Brussels time**.
- d. An acknowledgment of receipt will be sent to the Applicant, including a time stamp (day & time) of the submission (according to the **Annex 3 - Acknowledgement of receipt**).
- e. In case of two or more applications submitted by the same Applicant, only the first one will be taken into consideration.
- f. Late submissions will not be possible. Applicant will receive a "Call Closed" notification.
- g. Amendments or changes in a submitted application will not be admitted.
- h. Applications shall include a draft plan for the exploitation and dissemination of the Results.
- i. Any Applications for research on human embryonic stem cells shall include, as appropriate, details of licensing and control measures that will be taken by the competent authorities of the Member States concerned as well as details of the ethical approvals that will be provided. As regards the derivation of human embryonic stem cells, institutions, organizations and researchers shall be subject to strict licensing and control in accordance with the legal framework of the Member States concerned.
- j. Applications which contravenes ethical principles or any applicable legislation, or which does not fulfil the conditions set out in Decision No 2013/743/EU, in the work programme, in the Call may be excluded from the evaluation, selection and award procedures at any time.
- k. Beneficiaries shall include in the Applications the activities to disseminate information and carry out communication activities. These activities shall be an integral part of all actions. Information and communication concerning, shall be made available and accessible in digital form.

## **9. Procedure for review and evaluation of applications**

The submitted applications will be automatically redirected to the appropriate Target Regions' Managing Authorities (according to the Applicant's location) for the evaluation.

Each Managing Authority will nominate an internal Jury composed of 2 - 3 members (one evaluator, at least) with accordance to their corporate procedures and Horizon 2020 rules. Both a chairperson and a secretary of the Jury will be nominated.

For the evaluation of applications purposes, if needed the Managing Authorities may be assisted by external independent experts. The external experts must act in conformity with the Target Region's evaluation procedures.

All members of the Jury, including chairperson and secretary, will have to sign a confidentiality and conflict of interest declaration prior to joining the Jury (according to the **Annex 4 – Confidentiality & conflict of interest declaration**).

After reviewing the application (according to the **Annex 5 – Application Eligibility Checklist**), in case of formal and direct request for any complementary information (or correcting obvious mistakes) for project application, applicants may dispose on **7-calendar day term** to correct or



provide documents to complete their initial application (to be fulfilled in English language). Late submissions will not be accepted.

Complementary information (including correcting an obvious mistake) may concern:

- 1) lack of information in the application about the applicant, an accredited service provider or budget, the incompatibility of signatures with the legal representation, the illegibility of the application, including the illegibility of signatures;
- 2) lack of conformity of the information of the application with the company documentation;
- 3) ambiguity of the information included in the application on activities planned to be done, results planned to be achieved;
- 4) inconsistencies of the information in the application which are obvious error.

Complementary documentation signed by legal representative of the applicant will be scanned and electronically submitted only via [applications@innovoucher.eu](mailto:applications@innovoucher.eu) (according to the **Annex 6 - Request for further information or documents**). The email must refer to the number of the application (in the subject field) provided in the Acknowledgement of receipt (according to the **Annex 3 - Acknowledgement of receipt**). The invitation may be sent at any stage of the Call.

Submitted information or documents will become part of the Applicant's application.

The accuracy of the statements and data included in the application must be verified during the review and evaluation process by the Jury.

The Applicant has the right of access to the documents relating to the assessment of his application, while maintaining the anonymity of the evaluator(s).

Those applications not fulfilling all obligatory requirements will be rejected by the corresponding Target Region's Managing Authority. Notification of rejections will be issued accordingly to **Article 11 Notification of awarding or rejection of the application**.

After that, applications will be evaluated on a "competitive basis of award", accordingly to **Article 10 Criteria for ranking applications**. An Evaluation form (according to the **Annex 7 - Evaluation form**) signed by the evaluator will be used for that purpose.

The evaluation will be done according to three criteria: Excellence, Impact and Implementation. The maximum score for each criterion is 5. The threshold for each individual criterion is 3. Evaluators are allowed to give fractions of 0.50 points. The overall threshold, calculated as a sum of the three individual scores is 9. The applications above the threshold will be ranked accordingly to the obtained score.

If the Jury acknowledge some cost in the application as ineligible, recommends a change of these costs and may invite the applicant to introduce adequate changes in the application via applicant's e-mail within 3-calendar day term. In case this invitation is issued, in the absence of the agreement or lack of response to the proposed change within the indicated deadline, the application is rejected.

Each Target Region's Jury will prepare a ranking list of applications to be proposed for funding within the initial appointed assignment of 120.000 euros per Target Region.



An application is included in the Ranking List if:

- 1) meet the criteria for selection of projects and score the required number of points above the threshold; and
- 2) budget available in the call allows to choose an application for funding.

In case of a tie score after the review of Applications, the following approach will be applied successively for every group of ex aequo Applications requiring prioritization, starting with the highest scored group, and continuing in descending order: 1. Impact, 2. Excellence, 3. Quality and efficiency of the implementation.

In the case of having in the Target Region more proposals above the threshold than available budget, those proposals will be put on a **Reserve List** to be considered for funding if there are any saving in the overall pilot budget.

Each Jury will prepare a **Territorial Evaluation Report**, including a ranking list, a reserve ranking list and a rejected applications list, together with the reasons of rejection (according to the **Annex 8 – Evaluation report**). Chairman of each Jury will sign the territorial evaluation report.

After review and evaluation, the Managing Authority in each Target Region will individually notify (according to the **Article 11 Notification of awarding or rejection of the application**) any applicant about the result of the evaluation and a fact of being awarded or rejected from being awarded the grant.

## **10. Criteria for ranking applications**

In conformity with EU practices, the Call rules rest on a **number of well-established criteria**:

### **1. Excellence (max. 5.0 points)**

- 1.1 Clarity and pertinence of the objectives (max. 1.0 point)
- 1.2 Credibility of the proposed approach and soundness of the concept (max. 1.0 point)
- 1.3 Extent that proposed work is ambitious, has innovation potential, and is beyond the state of the art (e.g. ground-breaking objectives, novel concepts and approaches) (max. 2.0 points)
- 1.4 The effectiveness of the project cost in the context of the project objective(s), the scope of the service and the results to be achieved (max. 1.0 point)

### **2. Impact (max. 5.0 points)**

- 2.1 Contribution to the specific requirements applicable to each target region in conformity with **Article 2 Beneficiaries** (max. 1.0 point)



2.2 Enhancing the innovation capacity and the integration of new knowledge; Strengthening the competitiveness and the growth of companies; and, if applicable, the implementation of such innovations to the market; Any other environmental and socially important impacts (not already covered above); (max. 2.5 points)

2.3 Effectiveness of eventual implementation plan of the project's results (including explanation of Intellectual Property Rights management, if applicable) (max. 1.5 points)

### **3. Quality and efficiency of the implementation (max. 5.0 points)**

3.1 Appropriateness of the provider's field of expertise within the scope of the project (max. 1.0 points)

3.2 Justification of the need of the required service (max. 2.0 points)

3.3 Clarity and Completeness of the Project (max. 2.0 points)

## **11. Notification of awarding or rejection of the application**

Each Managing Authority will individually notify reasons for administrative rejection (according to the **Annex 9 – Notification form of Rejection**) to each rejected Applicant.

Claiming against this notification of rejection can be submitted via [applications@innovoucher.eu](mailto:applications@innovoucher.eu) within **7-calendar days** from the date of sending the notification by the Managing Authority. Claims must be prepared in English language. Late submissions will not be accepted.

Claims will be internally forwarded to Target Regions' Managing Authorities to be processed.

The claims shall be submitted in writing and shall contain:

- 1) an identification of the Applicant and application number;
- 2) an indication of the evaluation criteria with the applicant's disagreement, including justification;
- 3) an indication of procedural violations to the evaluation process carried out in the opinion of the applicant, including justification;
- 4) signature of legal representative.

Received claims will be processed by corresponding Managing Authorities, that will evaluate claims by verifying the correctness of the application's evaluation, criteria and objections of the applicant within **14-calendar days**.

If needed, the Managing Authorities will prepare an **updated territorial evaluation report**, and send it to Innovoucher Coordinator.



In case of unused budget in any target region after this updated territorial evaluation report, it may be reallocated to applications retained in the reserve ranked lists of other target regions on a proportional basis to each Target Region's number of applications in its reserve ranked list.

As a result of the former processes, a **consolidated evaluation report** will be produced by Innovoucher Coordinator in which the awarded applications - from highest to lowest score - will be granted at 70% (or at the lower requested level, if applicable) with the maximum amount of 24.000 € per beneficiary; last awarded application will be granted at up to 70%, in accordance to the remaining budget in the Target Region.

Awarded applicants will be notified by each Target Regions' Managing Authority about their results and an explanation of next steps to be done (according to the **Annex 10 – Notification form of awarding**).

Likewise, non-awarded applicants will be individually notified by each Target Region's Managing Authority. Claiming against decisions in the consolidated evaluation report will not be processed.

The review, evaluation and notification procedures will be undertaken by **31<sup>st</sup> July 2018**, at the latest.

## **12. Sub-Grant Agreement contracting procedure**

A Sub-Grant Agreement will be signed between the Coordinator, the Managing Authority and the Beneficiary (according to the **Annex 11 A (three parties)– Sub-Grant Agreement**), settling the specific conditions, rights and obligations for the concession by the Innovoucher Consortium of a grant to the Beneficiary for the implementation of the awarded project.

Only and with respect to the Applications received in certain territories, a bank guarantee will be required prior to granting the fund, which must be valid for 6 years since the notification of the resolution of approval of the grant and must include the total amount of the grant received plus the applicable interest from the moment of receipt of the Notification of Awarding, in accordance with the provisions of the beneficiary's national law applicable at this time and published by the corresponding Public Institution of the country of each Applicant (e.g. National Bank). Conditions for implementation related to the bank guarantee requirements will be published on Innovoucher Call Web site ([www.innovoucher.eu/call](http://www.innovoucher.eu/call)). In this case, the sub-grant agreement between the Coordinator and the Beneficiary will be signed, in accordance with the provisions of **Annex 11-B (two parties)– Sub-Grant Agreement**.

The Coordinator may refuse to sign the Sub-Grant Agreement in case this Bank Guarantee is not provided or not comply with the requirements and conditions mentioned above.

After sending the notification of being awarded, the Managing Authority will prepare the Sub-Grant Agreement (according to the **Annex 11 – Sub-Grant Agreement**), mark/sign every page and send to the Beneficiary for signing by its legal representative(s). The Managing Authority is responsible for the completeness and correctness of the document provided to the Beneficiary.





The Beneficiary is obliged to provide to its Managing Authority three signed copies of the Sub-Grant Agreement within **7-calendar days** after receiving it. In the case of failure to deliver the document in due time, the Coordinator may refuse to sign the Sub-Grant Agreement.

The Managing Authority's legal representative(s) will sign the three copies of the Sub-Grant Agreement or, alternatively, will get the Bank Guarantee mentioned above.

The copies of the Sub-Grant Agreement and the Bank Guarantee (if applicable) will be posted by the Managing Authority to the Coordinator not later than **10<sup>th</sup> September 2018**, to the post address below. In the case of failure to deliver the document in due time, the Coordinator may refuse to sign the Sub-Grant Agreement.

**Departamento de innovación empresarial**

**Instituto de Fomento de la Región de Murcia (INFO)**

**Av. de la Fama, 3, 30003 Murcia, SPAIN**

**with indication on the envelope: "Innovoucher Project / Sub-Grant Agreement".**

After signing copies of the Sub-Grant Agreement, the Coordinator will send two copies back to the Managing Authority and the Beneficiary. The Coordinator will keep a copy of the document and a proof of delivering Sub-Grant Agreement to each Beneficiary.

The grant may be awarded only if the implementation of the services has not commenced before submission of the Application. If the Applicant initiates the services in violation of the above rule, all services expenditure becomes ineligible for grant. The Applicant may start the services on the day following the date of the Application, voluntarily and at his exclusive risk.

The commencement of services implementation is the date of contracting the first legally binding obligation to order services related to the execution of the project, excluding the preparatory work for the project, in particular the process of selecting a service provider and preparing the documentation related to the selection of the service provider.

### **13. Granted Projects duration**

Services must be delivered to the Beneficiary in conformity with conditions stated in the Sub-Grant Agreement.

Projects (both service providing & its payment) must be finished by **28<sup>th</sup> February 2019**. An extension of the Project duration is not possible.

### **14. Procedure to apply for Amendments in Sub-Grant Agreements**

It is possible to amend the Sub-Grant Agreement upon the request of the Beneficiary only in case of a change of accredited provider by duly justified reason. The request must be submitted not later than 2 months after the signing of the Sub-Grant Agreement. The request must be prepared in English and be sent via [applications@innovoucher.eu](mailto:applications@innovoucher.eu). The amendment request will be forwarded by Call Manager to the corresponding Managing Authority for evaluation. The evaluation will be completed within **14-calendar days**.



The Managing Authority's Jury will evaluate if the amendments are still in line with the objectives of the Call and check if the application of amendments still fulfills the evaluation criteria and all other requirements, without a change of the overall score of the project. Chairman of the Jury will sign this evaluation report.

If the application of amendments is considered as not fulfilling all requirements and evaluation criteria, it will be rejected and the Managing Authority will notify the beneficiary by e-mail, giving the reasons of refusal. Otherwise, the beneficiary will be notified by corresponding Managing Authority and an annex to the Sub-Grant Agreement will have to be signed as stated in **Article 12 Sub-Grant Agreement**.

Claiming against this decision will not be processed.

### **15. Procedure for requesting for payment and its verification**

After project completion, the beneficiary will submit a Request for Payment (see **Annex 12 – Request for Payment form**) that must include:

- Information about the beneficiary,
- Information about the accredited service provider,
- Information about the project,
- Payment Data, including an Expenditure Table with details about concerning invoice(s) issued by service provider and payments done according to the chosen method of payment in Document "B" of the Sub-Grant Agreement.

The following documentation must be also attached:

- copy of service contract between the beneficiary and the accredited provider,
- copy of each invoice(s) issued by service provider and mentioned in the expenditure table.
- copy of payment documents from beneficiary (mentioned in the expenditure table; including endorsement of the voucher plus bank statement of the payment to service provider – cash payments will NOT be allowed),
- copy of bank certificate of IBAN/SWIFT and account number for payment of the grant (of the provider, in case of use of the voucher, mentioned in the expenditure table),
- final report and other evidences of delivered service -such as sub-reports, analysis, photos of prototypes, if it was done within the project.
- Power(s) of attorney (if needed).

Invoices, evidences of payment or other documents with date previous to the day after the application submission day are not eligible. The end of the project date, including payment to the provider, must not differ from what is stated in the Sub-Grant Agreement.

Request for payments and attached documents will be in English, and must be signed by beneficiary's legal representative. It must be scanned and electronically submitted to the Call Manager only via [applications@innovoucher.eu](mailto:applications@innovoucher.eu) within **14-calendar days** after project completion date. An acknowledgment of receipt will be sent to the beneficiary, including a time stamp (day & time) of reception of the request for payment.



The received requests for payment will be internally forwarded to corresponding Target Regions' Managing Authorities to be processed.

If the request for payment is not complete, the beneficiary may correct or provide any documents to complete their initial certification of expenditures within **7-calendar days**. Complementary documentation signed by the applicant will be scanned and electronically submitted only via [applications@innovoucher.eu](mailto:applications@innovoucher.eu)

Target Regions' Managing Authorities will evaluate the Request of Payment and attached documents against the Sub-Grant Agreement.

The Beneficiary is aware that proportional reduction of the grant (voucher) would occur in case of lower execution of the approved budget of the project. Moreover, loss of partial/total payment rights would occur in case of an incorrect certification of expenditures or a lack of accomplishment of requirements or conditions stated in the Call or the Sub-Grant Agreement. In such case, the Coordinator reserves the right to deny the disbursement of the grant or any part of it.

Target Regions' Managing Authorities will come out with a Certificate confirming the fulfilling of all requirements (according to the **Annex 13 – Certificate for proceeding to payment**), to be signed by the Managing Authority's legal representative, recommending the payment of the grant. Otherwise, the Request of Payment will be rejected and the beneficiary notified by managing authority via e-mail, with the reasons of refusal. Claiming against this decision will not be processed.

The Certificate for Proceeding to Payment will state that the provision of services has been completed, the provision of documentary evidences has been received, reviewed and stocked; and will clearly indicate whether the provider or the beneficiary should receive the payment, including a valid IBAN/SWIFT of the entity to be paid. This certificate together with a copy of the power of Managing Authority's Representative (signatory), an original copy of IBAN/SWIFT Certificate and the account number will be posted to Innovoucher Coordinator not later than **1<sup>st</sup> April 2019**.

## **16. Payment Orders**

Bank transfers will be ordered by the Innovoucher Coordinator in a maximum of **14-calendar day term** after receiving a valid Certificate for Proceeding to Payment (above) from any Target Region's Managing Authority.

Alternatively, when the payment is to be done by the Managing Authority (according to signed **Annex 11 A (three parties)**– Sub-Grant Agreement among the Coordinator, Managing Authority and the Beneficiary), the Innovoucher Coordinator will transfer the grant to the Managing Authority for payment to the Beneficiary or Provider within the term of **7-calendar days**. The Managing Authority will make the payment in 7-calendar day term.

## **17. Liability for damages, breaches and reimbursement of grant procedure**

**a. Liability of the Innovoucher Coordinator**

The Innovoucher Coordinator or the EC cannot be held liable for any damages caused to the Beneficiary (or to third parties) as a consequence of implementing the Services, including for gross negligence.

**b. Liability of the Beneficiary**

Except in case of force majeure, the Beneficiary must compensate the Innovoucher Coordinator for any damages it sustains as a result of the implementation of the services or because the action was not implemented in full compliance with the Sub-Grant Agreement.

If the Beneficiary breaches any condition, requirement or time term stated in the Sub-Grant Agreement, the Call or other applicable legal requirements, a breach procedure will be started. The Beneficiary will be notified, any claiming from it will be processed and a final decision and its communication issued. These procedures could finally result in losing the awarded grant, including any reimbursement if already paid. Managing Authority or the Innovoucher Coordinator are responsible for issuing these procedures as stated in the Sub-Grant Agreement.

Each Managing Authority has been designated as responsible for the correct use of European Funds in its region or country, including the accurate management of Applications (from evaluation to certification for proceeding the payment). Therefore, in case of any cause resulting in the need of reimbursement of the grant received by a Beneficiary, the corresponding Managing Authority will proceed through its habitual procedures under local law. Alternatively, the Innovoucher Coordinator could execute the Beneficiary's bank guarantee in order to recover the grant paid, if stated in the Sub-Grant Agreement.

Beneficiaries shall retain responsibility towards the Innovoucher Coordinator, through the corresponding Managing Authority or the relevant funding body for the Services carried out.

Beneficiaries shall ensure that the Innovoucher Coordinator is informed in due time of any event which might significantly affect the implementation of the action or the interests of the Union.

**18. Legal Framework**

This Call is launched as a pilot project under Innovoucher Project (Grant Agreement no. 671295), and is 100% funded under European Union's Horizon 2020 Research and Innovation Programme and shall be issued in accordance with Regulation (EU) No 1291/2013 OF THE EUROPEAN



PARLIAMENT AND OF THE COUNCIL of 11 December 2013 establishing Horizon 2020 (i) the Framework programme for Research and Innovation and (ii) laying down the rules for participation and dissemination (2014-2020).

Applicants must be aware that their information and documents will be used by Target Regions' Managing Authorities (and Trusted Partner EU Regions), EC and other entities involved in processing this Call from application to certification procedures. Specifically, Beneficiaries must be aware that, following the H2020 guidelines, Innovoucher Project Partners will keep internal records of, among others:

- A list of applications received, identifying the name and address of applicants.
- All communications with applicants before call closure and during the evaluation.
- The names and affiliations of the experts involved in the evaluation.
- For each application, a copy of the filled forms used in the evaluation.
- A record of all incidents which occurred during the evaluation (e.g. how conflict of interests was handled if they were detected during the evaluation process) and any deviation from standard procedure (e.g. if a proposer selection was not the highest scoring application, you must document the objective reasons why the highest scoring one was passed over).
- Copy of requests for payment and attached documents.

Beneficiaries shall comply with national legislation, regulations and ethical rules in the countries where the Services will be carried out.

## **19. Confidentiality**

- a. Subject to the conditions established in the implementing agreements, decisions or contracts, any data, knowledge and information communicated as confidential in the framework of an action shall be kept confidential, taking due account of European Union law regarding the protection of and access to classified information.
- b. Information to be made available:
  1. Without prejudice to the section before, the EC shall, upon request, make available to the Union institutions, bodies, offices or agencies, any Member State or associated country, any useful information in its possession concerning results generated by a Beneficiary in an action that has received Union funding, provided that both the following conditions are met:
    - (a) the information concerned is relevant to public policy;
    - (b) the Beneficiaries have not provided sound and sufficient reasons for withholding the information concerned.

In actions under the specific objective 'Secure societies - Protecting freedom and security of Europe and its citizens', the EC shall upon request make available to Union institutions, bodies, offices or agencies or to Member States' national authorities any useful information in its possession concerning results generated by a Beneficiary in an action that has received Union funding. The EC shall notify the Beneficiary of such communication. Where a Member State or Union institution, body, office or agency requests the communication of information, the EC shall also notify such communication to all Member States.

2. The provision of information pursuant to paragraph 1 shall not be deemed to transfer to the Innovoucher Coordinator any rights or obligations of the EC or of the Beneficiaries.



However, Innovoucher Coordinator shall treat any such information as confidential unless it becomes public or is made available publicly by the beneficiaries, or unless it was communicated to the EC without restrictions concerning confidentiality. The EC rules on security shall apply regarding classified information.

## **20. Rules governing the exploitation and dissemination of results**

Beneficiaries shall comply with all the terms and conditions set out in the Grant Agreement N° 671295 subscribed between the Innovoucher Coordinator and the EU to develop the INNOVOUCHER project (EU-funded through Horizon 2020 programme), related to the following aspects concerned the Services:

### **a. RIGHTS AND OBLIGATIONS RELATED TO RESULTS**

- i. Ownership of Results
- ii. Protection of Results
- iii. Exploitation and dissemination of results
- iv. Transfer and licensing of results

### **b. RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND**

- i. Access rights principles
- ii. Access rights for implementation
- iii. Access rights for exploitation

### **c. PROTECTION OF RESULTS, EXPLOTATION AND DISSEMINATION.**

- i. Obligation to protect, to exploit, to disseminate the Results.
- ii. Information on EU Funding



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### **Annex 11A & 11B – (three/two parties) Sub-Grant Agreement**

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Document “B” - Payment Method

Document “C” - Voucher

Document “D” - Declaration on the management of intellectual property

### **Annex 12 - Request for Payment form**

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*Please NOTE that Annexes could be adapted (e.g. contents re-ordered) when implemented in case of using online tools for supporting procedures in this Call.*

## Call announcement

### Announcement of an open call for recipients of financial support

**Action acronym:** INNOVOUCHER

**Action grant agreement number:** 671295

**Action full name:** INNOVOUCHER: Implementing a European Label for Innovation Vouchers.

The action INNOVOUCHER, co-funded from the European Union's Horizon 2020 research and innovation programme under grant agreement No 671295, foresees as an eligible activity the provision of financial support to third parties, as a mean to achieve its own objectives.

The objective of this action is to enable small and medium sized enterprises and their associations to acquire knowledge, technology and innovation services supplied by accredited providers located in other EU Member States. The action will provide a total grant of € 600.000 to a maximum of 25 beneficiaries.

**Publication Date:** 15<sup>th</sup> March 2018

**Deadline:** 15<sup>th</sup> June 2018, 5pm Brussels time.

Calls launch:	15 <sup>th</sup> March 2018
Submission deadline:	15 <sup>th</sup> June 2018, 5pm Brussels time
Notification to Beneficiaries:	31st July 2018
Start of the projects:	From Sub-Grant Agreement signature until 28th February 2019

**Expected duration of participation:** 5 months

**Maximum amount of financial support for each third party:** € 24,000

**Call identifier:** H2020-INNOSUP-2014-6

**Language in which proposal should be submitted:** English

**Web address for further information (full call text/proposal guidelines):** <http://www.innovoucher.eu/call>

**Email address for further information:** [info@innovoucher.eu](mailto:info@innovoucher.eu)





## Annex 1 - Application Form

<b>Name of the Organization:</b>			
<b>Status</b>			
For the day of submitting the application the Applicant, in line with the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty, states that he/she is:			
micro-entrepreneur	small entrepreneur	medium entrepreneur	big entrepreneur
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date of starting economic activity according to the register document			
Legal form			
VAT number			
<b>Registered seat address / place of residence</b>			
Country			
Region		<i>Region of Murcia (Spain) – Region of Marche (Italy) - Flanders (Belgium) - Poland – Romania</i>	
Street			
Building No			
Flat No			
Postal code			
Postal service assignment			
City/town/village			
Phone number			
Name of Bank for payment			
No of Bank account (IBAN format)			
SWIFT CODE			
e-mail			
<p><i>IMPORTANT NOTE: Applicant is obliged to provide an e-mail address to ensure effective communication between the corresponding Managing Authority and the applicant during the whole procedure defined in this Call, accordingly to Article 9.</i></p>			



web page address	
<b>CORRESPONDENCE ADDRESS</b>	
Country	
Street	
Building No	
Flat No	
Postal code	
Postal service assignment	
City/town/village	
Phone number	
e-mail	
<b>INFORMATION ABOUT LEGAL REPRESENTATIVE /COPY OF POWER OF ATTORNEY if applicable)</b>	
First name	
Last name	
Position	
Institution	
Phone number	
Mobile phone	
e-mail	
<i>IMPORTANT NOTE: Applicant is obliged to provide an e-mail address to ensure effective communication between the corresponding Managing Authority and the applicant during the whole procedure defined in this Call, accordingly to Article 9.</i>	
Country	
Street	
Building No	
Flat No	
Postal code	
Postal service assignment	



City/town/village	
<b>WORKING CONTACT PERSON</b>	
First name	
Last name	
Position	
Institution	
Phone number	
Mobile phone	
e-mail	
<i>IMPORTANT NOTE: Applicant is obliged to provide an e-mail address to ensure effective communication between the corresponding Managing Authority and the applicant during the whole procedure defined in this Call, accordingly to Article 9.</i>	
<b>Cost of Service (VAT excluded) in Euros:</b>	
<b>Duration of the project:</b>	<i>(both service provision &amp; payment included)</i>
<b>Description of the Applicant:</b>	
<i>(key activities, affiliations, type and size of the organisation, etc.) (Max. 1000 characters)</i>	

<b>II. ACCREDITED SERVICE PROVIDER</b>	
Name	
Legal form	
VAT number	
<b>Registered seat address / provider's place of residence</b>	
Country	
Region	
Street	
Building No	
Flat No	



Postal code	
Postal service assignment	
City/town/village	
Phone number	
e-mail	
web page address	
Name of Bank for payment	
No of Bank account (IBAN format)	
SWIFT CODE	
<b>Accreditation details</b>	
Accreditation provided by Institution	
Country	
Region	
Date of accreditation	
<b>Description of the Accredited Provider potential:</b>	
<i>Specialisation, publications, projects completed, achievements - in the field close to the project described in the application form. (Max. 1000 characters)</i>	

<b>III. PROJECT</b>	
Title of the project	
Acronym	
Dates of delivery of the service (from DD-MM-YYYY till DD-MM-YYYY)	
Key words of the projects	<i>From the list published in <a href="http://www.innovoucher.eu/call">www.innovoucher.eu/call</a></i>
RIS3/regional priority:	<i>From RIS3/regional Priorities published in <a href="http://www.innovoucher.eu/call">www.innovoucher.eu/call</a></i>
<b>Description of the project</b>	
<b>Project Summary</b>	
<i>(Maximum 1000 characters). Remark: The information in this section may partly be used in public documents and reports.</i>	



<ul style="list-style-type: none"> <li>• <i>Topic</i></li> <li>• <i>Target product/service</i></li> <li>• <i>Overall timeframe</i></li> <li>• <i>Description of tasks executed by provider during the service implementation</i></li> <li>• <i>What aims the company with the results</i></li> </ul>
<p><b>Description of the of the service to be provided</b></p>
<p><i>Please give relevant information on the following topics (Max. 10000 characters)</i></p> <ul style="list-style-type: none"> <li>• <i>Project Objectives</i></li> <li>• <i>Proposed approach and concept</i></li> <li>• <i>State of the art &amp; explanation of project's innovation potential</i></li> <li>• <i>Impact contribution of the project to RIS3/regional priorities</i></li> <li>• <i>Explanation on the project's enhancing innovation capacity and integration of new knowledge; strengthening the competitiveness and growth of the enterprise; and, where relevant, by delivering such innovations to the markets; any other environmental and socially important impacts (not already covered above)</i></li> <li>• <i>Explanation on foreseen actions to implement project's results (including explanation of management of IPR, where relevant)</i></li> <li>• <i>Explanation on appropriateness of the provider's field of expertise within the scope of the project</i></li> <li>• <i>Explanation on the need of the service required</i></li> <li>• <i>Other relevant information on the project (not already covered above)</i></li> </ul>
<p><b>Description of the results to be achieved</b></p>
<ul style="list-style-type: none"> <li>• <i>Results planned to be achieved (Max. 5000 characters)</i></li> <li>• <i>What aimed the company with the results</i></li> </ul>
<p><b>Details of licensing and control measures that will be taken by the competent authorities of the Member States concerned as well as details of the ethical approvals that will be provided (Only in case of research on human embryonic stem cells)</b></p>
<p><b>Draft plan for the exploitation and dissemination of the results</b></p>
<p><b>Activities planned to disseminate information and communication activities planned by Applicant</b></p>
<p><b>Contribution to the specific requirements applicable to the Applicant's target region in conformity with Article 2 Beneficiaries of the Call text.</b></p>



<b>IV. Budget</b>	
Amount of the requested grant (in euro)	
Amount of the own input of the Applicant (without grant, including VAT)	
Amount of VAT	
Cost net of the project (in euro; without VAT)	
Cost brut of the project (in euro)	
<b>Cost estimation</b>	
<i>detail on the cost of the service, including number of hours devoted to the project by service provider, cost of equipment etc. Indication of applicable VAT to the invoice of the service) (Max. 5000 characters)</i>	
<b>Payment details (choose 1)</b>	
OPTION 1.- Payment of the grant to the Applicant (refundation)	<input type="checkbox"/>
OPTION 2.- Payment of the grant to the Accredited Provider (payment with the voucher)	<input type="checkbox"/>

### Documents attached to this application form:

- Deed or Articles of Association (corporate statutes)
- Tax Agency Documentation to evidence the fulfillment of tax obligations
- Certificate of up-to-date Social Security payments to evidence the fulfillment of obligations.
- Financial Statements from 3 last closed accounting years,
- Copy of Power of attorney document (if applicable),
- Certify that they do not have a criminal record by means of a certificate covering the last five years.
- Applicant's Declaration (according to the template in next page)

<b>Legal representative of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	<i>(valid date after Call publication and before closing)</i>



## Applicant's Statement (attached to the application form)

1. By applying to this Call, the applicant hereby confirms its status as an SME in line with the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.
2. By applying to this Call, the applicant hereby confirms that he/she is not entrepreneur in difficulty (according to the point 14 of the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty).
3. By applying to this call, the applicant hereby accepts their responsibility on accuracy and veracity of data and documents submitted, and all conditions and obligations stated in the Call.

<b>FINANCIAL UNDERTAKING: The Beneficiary declares that the company is in one of the following situations:</b>	<b>YES</b>	<b>NO</b>
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract.	<input type="checkbox"/>	<input type="checkbox"/>

<b>Legal representative of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	<i>(valid date after Call publication and before closing)</i>



## Annex 2 - Trusted Partner EU Region statement

### TRUSTED PARTNER EU REGION STATEMENT

NO...

Murcia, dated ....., 2017

#### BY AND BETWEEN

The Instituto de Fomento de la Región de Murcia (hereinafter referred to as “Innovoucher Coordinator”), VAT number: Q-8050004D, acting as representative for Innovoucher Consortium, based on a Grant Agreement with the European Commission (hereinafter referred to as “the Grant Agreement”), dated 25 April 2015, in the Project called INNOVOUCHER (hereinafter referred to as “the Innovoucher Project”), Ref. Number 671295; represented by Mr. Juan Hernández Albarracín, exercising the powers conferred upon it by his Appointment decree (Regional Decree of Government Council No 22/2015 of July 4<sup>th</sup>) as President, on the one part,

#### AND

*....name of the regional authority...*

operating in the region ... (hereinafter referred to as “Trusted Region”)

represented by..... hereinafter referred to as “Trusted Regional Authority”

.....  
.....  
.....

Hereinafter referred to jointly as “the Parties” or individually as “the Party”.

**IN VIEW OF** their respective functions and powers, based on their legal status and full capacity to act on this Agreement;

**WHEREAS**, this Agreement is signed with the purpose of implementing the pilot phase of Innovoucher Horizon 2020 project according to its description included in the Call text containing this agreement.

This Agreement is fully compatible with the Grant Agreement and shall be signed by the Parties.

**WHEREAS**, the Project is regulated by the following reference documents in order of their hierarchy of applicability:





- Regulation (EC) No 1291/2013 of the European Parliament and of the Council of 11 December 2013, related to the Financial Instrument for Horizon 2020;
- The Horizon 2020 Guide;
- Innovoucher Grant Agreement Ref. Number 671295;

All the above-mentioned documents shall govern the rights and obligations between INFO and the Territorial managing authority.

**WHEREAS**, this Agreement is signed with the purpose of establishing the description of the participation of the Parties in the implementation of the Project.

## HAVE AGREED

### Article 1: Definitions

For the purpose of this agreement, *Definitions* Section in the Call Document are applicable.

### Article 2: Subject of the agreement

1. The Agreement entrust the implementation of the Innovoucher Project according to the Innovoucher Project Call documentation published on Innovoucher Project Call web site on the territory of the Trusted Region by the Trusted Regional Authority.
2. The agreement sets out detailed rules, procedures and conditions under which the accredited service providers from the Trusted Region will have the possibility of providing services for beneficiaries funded within Innovoucher Project Call.

### Article 3: Statements

1. Trusted Regional Authority states that in the Trusted Region has its own system of service providers accreditation.
2. The system of service providers accreditation in the Trusted Region consists on .... (*short description of the system*)...
3. INFO states that Innovoucher Consortium partners accept the accreditation system described above.

### Article 4: Obligations of the Parties/Rules for the implementation of the project

1. Trusted Regional Authority shall send a list of accredited service providers from the Trusted Region, which could provide services for beneficiaries funded within Innovoucher Project Call. The list will be prepared accordingly to the template published on the Innovoucher Project Call web site.
2. The list shall be sent within **1 week** from the day of date of signing this agreement.
3. The list shall be sent in electronic version via e-mail on the address indicated in **Article 10**.
4. Innovoucher Call Manager (as described in Innovoucher Project Call) shall publish immediately the received list of accredited service providers from the Trusted Region along



with announcement on the main page of Innovoucher Project Call web site.

5. Trusted Regional Authority shall publish the information about the Innovoucher Project Call on its web site.
6. Call manager shall deliver the promotional material and cooperate in promotion of the Innovoucher Project Call.

#### **Article 5: Duration**

1. This Agreement shall enter into force on the date of signature by both Parties, and will terminate on the date of the completion of the Innovoucher Grant Agreement (**30<sup>th</sup> April 2019**).
2. The Parties are obliged to keep original documents for implementation of the Innovation voucher mechanism until **30<sup>th</sup> April 2024**.

#### **Article 6: Monitoring and reporting**

Trusted Regional Authority is committed to:

- 1) promptly inform Innovoucher Coordinator about changes in the system of service providers accreditation in the Trusted Region,
- 2) promptly inform Innovoucher Coordinator about any irregularities, problems with accreditation of the service providers from list of accredited service providers, or of the intention of a service provider to discontinue its participation in the service providers' list at its request;
- 3) oblige to give the access and audit by EC, OLAF, Court Auditors, Innovoucher coordinator or Target region's managing authorities, documents associated with its participation in Innovoucher project call.

#### **Article 7: Conflict of interests**

1. The parties 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').
2. Trusted Regional Authority must formally notify to Innovoucher Coordinator 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.
3. Innovoucher Coordinator may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

#### **Article 8: Confidentiality**

1. During implementation of this agreement and for the period set out in Article 5 par. 2 (Article 5: Duration), 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').



2. 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.
3. The Parties may disclose confidential information to their personnel or third parties involved in the action only if they:
  - (a) need to know to implement the agreement statement and
  - (b) are bound by an obligation of confidentiality.
4. The Parties may disclose confidential information to its staff, other EU institutions and bodies. It may disclose confidential information to third parties, if:
  - (a) this is necessary to implement the agreement statement or safeguard the EU's financial interests and
  - (b) the recipients of the information are bound by an obligation of confidentiality.
5. The European 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.
6. The confidentiality obligations no longer apply if:
  - (a) the disclosing party agrees to release the other party;
  - (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
  - (c) the recipient proves that the information was developed without the use of confidential information;
  - (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or
  - (e) the disclosure of the information is required by EU or national law.

#### **Article 9: Liability for damages**

1. The Innovoucher Coordinator cannot be held liable for any damage caused to Trusted Regional authority, to the accredited service providers from the Trusted Region or to third parties as a consequence of implementing the agreement, including for gross negligence.
2. The Innovoucher Coordinator cannot be held liable for any damage caused by Trusted Regional authority, any of the accredited service providers from the Trusted Region or third parties involved in the action, as a consequence of implementing the Agreement.
3. Except in case of force majeure, the Trusted Regional Authority or accredited service providers from the Trusted Region must compensate the Innovoucher Coordinator and Consortium partners 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.

#### **Article 10: Communication of the Parties**



1. The Parties shall communicate via e-mails mentioned in following paragraphs.
2. Any correspondence related to the performance of the agreement should be marked with this agreement number.
3. Addresses for correspondence are as follows:
  - 1) for Innovoucher Coordinator & Call Manager: [info@innovoucher.eu](mailto:info@innovoucher.eu)
  - 2) for Trusted Regional authority: .....
4. Persons empowered for ongoing contacts within of the agreement are:
  - 1) for Innovoucher Coordinator: Mr. Rafael Ataz or Mr. Antonio Romero, telephone: +34968362800, email: [Rafael.ataz@info.carm.es](mailto:Rafael.ataz@info.carm.es) or [antonio.romero@info.carm.es](mailto:antonio.romero@info.carm.es)
  - 2) for Call manager: Ms. Elena Simion, UEFISCDI, telephone: +40749101413, email: [elena.simion@uefiscdi.ro](mailto:elena.simion@uefiscdi.ro)
  - 3) for Trusted Regional authority: .....
5. If the data referred to in paragraph 3 and 4 shall be changed, the Party to which the amendment relates is obliged to notify the other Party of this fact without delay, but not later than 7 days after the change of data.

**Article 11: Final provisions**

1. Both Parties are committed to the correct fulfillment of the obligations of confidentiality and treatment of personal data according to the provisions of the Grant Agreement.
2. Any disputes arising during the implementation of the project and related to the interpretation of the contract shall be resolved first by negotiation between the Parties.
3. If the parties fail to reach an agreement, any conflict or dispute arising from this *Sub-Grant Agreement* shall be submitted to the Courts of Murcia (city) (Spain).
4. The contract was made in two identical copies, one for each of the Parties.
5. The contract shall enter into force on the date of signature by the last Party.

For the Parties:

**By the Trusted Regional Authority,**

<b>Organisation</b>	
<b>Legal Representative</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Place and Date</b>	



**By Innovoucher Coordinator,**

<b>Organisation</b>	<i>Instituto de Fomento de la Región de Murcia</i>
<b>Legal Representative</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Place and Date</b>	



## Annex 3 - Acknowledgement of receipt

Dear applicant,

<b>Legal representative of the organization</b>	<i>(copied from application form)</i>
<b>Position</b>	<i>(copied from application form)</i>

Thank you for submitting your application for consideration as recipient of financial support in the frame of the European H2020 project INNOVOUCHER:

<b>Name of the Organization:</b>	<i>(copied from application form)</i>
<b>VAT number:</b>	<i>(copied from application form)</i>
<b>Type of organization:</b>	<i>(copied from application form)</i>
<b>Region:</b>	<i>(copied from application form)</i>
<b>Person of contact (contact details):</b>	<i>(copied from application form)</i>
<b>Title of the project / Acronym:</b>	<i>(copied from application form)</i>
<b>Accredited Service Provider:</b>	<i>(copied from application form)</i>
<b>Cost of Service (VAT excluded) in Euros:</b>	<i>(copied from application form)</i>
<b>Duration of the project:</b>	<i>(copied from application form)</i>
<b>Key words of the projects</b>	<i>(copied from application form)</i>
<b>RIS3/regional priority:</b>	<i>(copied from application form)</i>

Your application will be automatically addressed to the following partner for evaluation:

<b>Region and Managing Authority:</b>	<i>From the list of partners (Region &amp; Name of Managing Authority)</i>
<b>Full address of Managing Authority:</b>	<i>From the list of partners (Region &amp; Name of Managing Authority)</i>
<b>Contact person in Managing Authority:</b>	<i>From the list of partners (Region &amp; Name of Managing Authority)</i>



<b>Application Number:</b> <i>(sequential assignment by Call Manager)</i>	<b>Acronym:</b> <i>(copied from application form)</i>
<b>Time Stamp of application submission:</b>	<i>Day and time of the application submission (Brussels Time)</i>

After evaluation of all applications received, you will be notified of whether your proposal has been successful or not, or will be requested to provide further information.

We would like to thank you for your interest in our activities.

Yours sincerely,

**INNOVOUCHER Partners**



## Annex 4 - Confidentiality & conflict of interest declaration

I, the undersigned declare that, by participating in the Jury for evaluation of applications submitted under Innovoucher Project Pilot Call,

- I am not an applicant or do not remain with the applicant in such legal or factual relationship that the result of the evaluation may affect his or her rights and obligations.
- I undertake to treat as confidential all information contained in the applications which I am asked to evaluate, both during the evaluation and afterwards.
- I will not reveal to any third party the identity or any details of the views of my fellow evaluator(s), neither during the evaluation nor afterwards.
- I will not retain copies of any written or electronic information related to the evaluation, selection of projects or verification of project evaluation results.
- I do not, to the best of my knowledge, have any interest in any of the applications submitted in this call, I have not been involved in their preparation and I do not benefit either directly or indirectly from the eventual selection. Should I discover a conflict of interest during the evaluation, I undertake to declare this and to withdraw from the evaluation.

<b>Name</b>	<i>(for all Jury members, including those acting as chairperson and secretary)</i>
<b>Position</b>	
<b>Organization</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	



## Annex 5 - Application Eligibility Checklist

	Criterion	YES / NO
<b>I. Applicant</b>		
<b>1</b>	<b>The Applicant declares that he/she is a SME and</b> in line with the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty? <b>YES/NO</b>	
	micro-entrepreneur	
	small entrepreneur	
	medium entrepreneur	
	big entrepreneur	
<b>2</b>	The Applicant confirms that he/she is not entrepreneur in difficulty (according to the point 14 of the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty?	<b>YES/NO</b>
<b>3</b>	<b>The Applicant is located/registered in one of the participating regions?</b>	<b>YES/NO</b>
<b>II. Accredited provider</b>		
<b>4</b>	<b>Is the service provider accredited in one of the target or trusted partner EU Region?</b>	<b>YES/NO</b>
<b>III. Application</b>		
<b>5</b>	<b>Is the application form submitted within the deadline of the call?</b>	<b>YES/NO</b>
<b>6</b>	<b>Is the application form submitted in line with annex 1 to the Call text?</b>	<b>YES/NO</b>
<b>7</b>	<b>Is the application form fulfilled in English?</b>	<b>YES/NO</b>
<b>8</b>	<b>Is the application form legible?</b>	



<b>9</b>	<b>Is the application form fully completed (including right budget calculation)?</b>	<b>YES/NO</b>
<b>10</b>	<b>Is the application form accompanied by all necessary documents?</b>	<b>YES/NO</b>
<b>11</b>	<b>Is the application form signed by a legal representative of the Applicant?</b>	<b>YES/NO</b>

**Verified by:**

<b>Name</b>	
<b>Position</b>	
<b>Organization</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	



## Annex 6 - Request for further information or documents

Dear Applicant,

<b>Legal representative of the organization</b>	<i>(copied from application form)</i>
<b>Position</b>	<i>(copied from application form)</i>

We have reviewed your application & attached documents:

<b>Title of the project:</b>	<i>(copied from application form)</i>	
<b>Application Number:</b> <i>(copied from application form)</i>	<b>Acronym:</b> <i>(copied from application form)</i>	

You are kindly requested to provide/correct the following information/documents to complete your initial application within the next **7-calendar days**. Complementary documentation must be signed by legal representative, scanned and electronically submitted only via [applications@innovoucher.eu](mailto:applications@innovoucher.eu)

<i>List of complementary information/documents to be provided or corrected by Managing Authority to Call Manager after review of application</i>
<b>1.-</b>
<b>2.-</b>
<b>3.-</b>
...

The former information/documents will be automatically addressed to:

<b>Region and Managing Authority:</b>	<i>From the list of partners (Region &amp; Name of Managing Authority)</i>
---------------------------------------	----------------------------------------------------------------------------

After completion of the evaluation process of all applications received, you will be notified of whether your proposal has been successful or not. In case you have any question about this notification, please send an email to [info@innovoucher.eu](mailto:info@innovoucher.eu).

We would like to thank you for your interest in our activities.

Yours sincerely,

**INNOVOUCHER Partners**

## Annex 7 - Evaluation form

<b>Application Number:</b>	<b>Acronym:</b>
<b>1. Excellence (max. 5.0 points):</b>	
<b>Score:</b> (Threshold 3/5)	
1.1 Clarity and pertinence of the objectives (max. 1.0 point)	
1.2 Credibility of the proposed approach and soundness of the concept (max. 1.0 point)	
1.3 Extent that proposed work is ambitious, has innovation potential, and is beyond the state of the art (e.g. ground-breaking objectives, novel concepts and approaches) (max. 2.0 points)	
1.4 The effectiveness of the project cost in the context of the project objective(s), the scope of the service and the results to be achieved (max. 1.0 point)	
<b>Remarks to the score of the criterion:</b>	
<b>2. Impact (max. 5.0 points)</b>	
<b>Score:</b> (Threshold 3/5)	
2.1 Contribution to the specific requirements applicable to each target region in conformity with <b>Article 2 Beneficiaries</b> (max. 1.0 point)	
2.2 Enhancing the innovation capacity and the integration of new knowledge; Strengthening the competitiveness and the growth of companies; and, if applicable, the implementation of such innovations to the market; Any other environmental and socially important impacts (not already covered above); (max. 2.5 points)	
2.3 Effectiveness of eventual implementation plan of the project's results (including explanation of IPR management, if applicable) (max. 1.5 points)	
<b>Remarks to the score of the criterion:</b>	
<b>3. Quality and efficiency of the implementation (max. 5.0 points)</b>	
<b>Score:</b> (Threshold 3/5)	



3.1 Appropriateness of the provider's field of expertise within the scope of the project (max. 1.0 points)	
3.2 Justification of the need of the required service (max. 2.0 points)	
3.3 Clarity and Completeness of the Project (max. 2.0 points)	
<b>Remarks to the score of the criterion:</b>	
<b>Overall remarks</b>	<b>Overall Score:</b> (Threshold 9/15)

**Evaluated by:**

<b>Name</b>	
<b>Position</b>	
<b>Organization</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	

## Annex 8 - Evaluation report

<b>Region and Managing Authority:</b>	<i>From the list of partners (Region &amp; Name of Managing Authority)</i>
---------------------------------------	----------------------------------------------------------------------------

A total of \_\_\_\_ applications were received. After evaluation, \_\_\_\_ applications (ranked list & reserve list) could receive funding for a total amount of \_\_\_\_\_ EUR.

Applications will be evaluated accordingly to **Article 10 Criteria for ranking applications:**

1. Excellence.
2. Impact.
3. Quality and efficiency of the implementation.

An individual evaluation was made for each application with comments and scores for each criterion.

*If needed, a description of abnormalities during the review, evaluation and ranking process can be done here.*

### Information on the outcome of the evaluation on local applications:

	Number of applications	Funding required
<b>Applications received</b>		
<b>Review</b>		
<b>Eligible applications</b>		
<b>Application rejected</b>		
<b>Evaluation</b>		
<b>Applications above threshold</b>		
<b>Selected (ranked) applications</b>		
<b>Reserve list applications</b>		
<b>Application rejected</b>		

The evaluation forms contain remarks on the individual evaluation of applications.

## Selected (Ranked) List

The applications that passed the thresholds were ranked according to the results of the evaluation. Award of the grant will be made on the basis of this ranking, and the available budget. In this phase, this is not a commitment that the applications will be funded.

Rank	Application Number	Name of the Organization	VAT number	Project Acronym	Title of the project	Score	Requested Cost of Service (€)	Approved Cost of Service (€)	Proposed Grant (%)	Proposed Grant (€)	Observations

## Reserve List

A number of applications will be kept in reserve in case of extra funding becomes available.

Rank	Application Number	Name of the Organization	VAT number	Project Acronym	Title of the project	Score	Requested Cost of Service (€)	Approved Cost of Service (€)	Proposed Grant (%)	Proposed Grant (€)	Observations

## Rejection of applications

The following table shows the applications that did not pass the established thresholds.

Rank	Application Number	Name of the Organization	VAT number	Project Acronym	Title of the project	Score	Reasons for Rejection

<b>Prepared by (Jury secretary) - name</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Accepted by Chairperson - name</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Position</b>	
<b>Organization</b>	
<b>Date</b>	



## Annex 9 - Notification form of rejection

Dear Applicant,

<b>Legal representative of the organization</b>	<i>(copied from application form)</i>
<b>Position</b>	<i>(copied from application form)</i>

We have reviewed and evaluated your application & attached documents:

<b>Title of the project:</b>	<i>(copied from application form)</i>	
<b>Application Number:</b> <i>(assigned by Call Manager when application was received)</i>	<b>Acronym:</b> <i>(copied from application form)</i>	

After reviewing/evaluating your submitted application and attached documents, we found the following reason(s) for Rejection:

<i>List of reasons in accordance to review/evaluation done</i>
1.-
2.-
...

If you disagree with this decision, you may appeal within the next **7-calendar days** of receipt of the rejection letter, according to the rules included in Article 11 of the Call text. The request must be electronically signed by legal representative via [applications@innovoucher.eu](mailto:applications@innovoucher.eu)

In case you have any question about this notification, please send an email to [info@innovoucher.eu](mailto:info@innovoucher.eu).

We would like to thank you for your interest in our activities.

Yours sincerely,

**INNOVOUCHER Partners**



## Annex 10 - Notification form of awarding

Dear Applicant,

<b>Application Number:</b>	<i>(assigned by Call Manager when application was received)</i>
<b>Name of the Applicant Organization:</b>	<i>(copied from application form)</i>
<b>VAT number:</b>	<i>(copied from application form)</i>
<b>Region/Country:</b>	<i>(copied from application form)</i>
<b>Person of contact (contact details):</b>	<i>(copied from application form)</i>
<b>Title of the project:</b>	<i>(copied from application form)</i>
<b>Acronym:</b>	<i>(copied from application form)</i>
<b>Accredited Service Provider:</b>	<i>(copied from application form)</i>

After the final evaluation of the applications received to the Innovoucher project Call, we are pleased to hereby confirm that **your application has been selected for approval**. In accordance to your application, the maximum amount to be granted is ..... **EUR**. You can find more details in the following table:

<b>Requested Cost of Service (VAT excluded) (€):</b>	
<b>Approved Cost of Service (VAT excluded) (€):</b>	
<b>Grant amount expected (%):</b>	
<b>Grant amount expected (€):</b>	
<b>Grant amount awarded (%):</b>	
<b>Grant amount awarded (€):</b>	
<b>Observations on a possible cutting in the cost:</b>	

Such a funding is 100% under European Union's Horizon 2020 Research and Innovation Programme - grant agreement No. 671295.

Please mind that Services must be supplied from the selected accredited provider by your organization in conformity with conditions stated in the Sub-Grant Agreement, that first has to be fulfilled, signed and provided (three copies) to your Managing Authority within **7-calendar**



**days** after receiving it. In the case of failure to deliver the document in due time, Innovoucher Coordinator may refuse to sign the Sub-Grant agreement.

You could be asked to previously lodge a Bank Guarantee allowing Innovoucher Coordinator to eventually recover the total amount of the grant paid plus applicable interests as a consequence of checks, reviews, audits or investigations carried out by the Coordinator, the EC or other Audit Entities in the conditions stated in the Sub-Grant Agreement and the Grant Agreement signed by the Innovoucher Consortium and the EC. The Coordinator may refuse to sign the Sub-Grant Agreement in case this Bank Guarantee is not provided or not guaranteeing eventual recovery of the grant accordingly to the conditions mentioned above.

The copies of the Sub-Grant Agreement and the Bank Guarantee (if applicable) will be posted by the Managing Authority to the Coordinator. After signing copies of the Sub-Grant Agreement, the Coordinator will send one copy back to you.

**The project may be completed by 28<sup>th</sup> February 2019. Till this date, you must receive the service from the accredited service provider and pay for it (100% of the cost, including voucher payment if applicable). An extension of this deadline is not possible. Be aware that only service expenditures done after your application submission will be eligible.**

After project completion date, your organization has to electronically submit to the Call Manager only via [applications@innovoucher.eu](mailto:applications@innovoucher.eu) a Request for Payment (as described in **Article 15** of the Call).

In case you have any question about this notification, please send an email to [info@innovoucher.eu](mailto:info@innovoucher.eu).

We would like to thank you for your interest in our activities.

Yours sincerely,

<b>Region and Managing Authority</b>	<i>From the list of partners (Region &amp; Name of Managing Authority)</i>
<b>Legal representative</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	



## Annex 11A – (three parties) Sub-Grant Agreement

(Documents “A”, “B”, “C”, “D” and “E” shown below will be attached if applicable to this Sub-Grant Agreement for provision of financial resources from Innovoucher Project to Third Party)

Murcia, [day], [month], 2018

### Forewords

The European Commission (hereinafter “EC”), and a consortium with INSTITUTO DE FOMENTO DE LA REGIÓN DE MURCIA - REGIONAL DEVELOPMENT AGENCY, REGION OF MURCIA, SPAIN (hereinafter “INNOVOUCHER COORDINATOR”), established in AVENIDA DE LA FAMA, 3, 30003-MURCIA, SPAIN, VAT number: Q-8050004-D acting as Coordinator, have signed the Grant Agreement Nr. 671295 for the implementation of the project INNOVOUCHER, within the framework of the Horizon 2020 research and innovation programme.

The Grant Agreement includes the provision for financial resources (Sub-Grants) to third parties.

The INNOVOUCHER consortium has decided to provide a financial contribution for the implementation of the Project called *(Title of the project & Acronym copied from application form)* (hereinafter as the “Project” as specified in **Articles 7 and 8 of this document**, within the framework of INNOVOUCHER and under the conditions laid down in (i) Innovoucher programme, the Call and this Sub-Grant Agreement No.: 671295 – *(Application Number, assigned by Call Manager when application was received)*).

The Project has received a previous favourable evaluation, and therefore is entitled to receive funding according to the terms and conditions set out under this Sub-Grant Agreement.

The funds that will be received by the Beneficiary are 100% funded by the EC. The INNOVOUCHER COORDINATOR is a mere holder and manager of the funds, acting as representative for Innovoucher Project Consortium.

## BY AND BETWEEN

### 1. Contracting Parties

1.1. INSTITUTO DE FOMENTO DE LA REGIÓN DE MURCIA (INNOVOUCHER COORDINATOR):

1.1.1. Name of the Organisation in English: REGIONAL DEVELOPMENT AGENCY, REGION OF MURCIA, SPAIN.

1.1.2. Name of the Legal Representative of the Organisation: Mr. JUAN HERNÁNDEZ ALBARRACÍN.

1.1.3. Name of the contact person within the Organisation: Mr. RAFAEL ATAZ GÓMEZ / Mr. ANTONIO ROMERO NAVARRO.

1.1.3.1. e-mail: [innovacion@info.carm.es](mailto:innovacion@info.carm.es)

1.1.4. Country of the Organisation: SPAIN



- 1.1.5. Address of the Organisation: AVENIDA DE LA FAMA, 3, 30003 - MURCIA
- 1.1.6. VAT No. of the Organisation: Q-8050004-D

hereinafter referred to as the **“Coordinator”**

1.2. Organization being awarded with INNOVOUCHER Sub-Grant: *(Name of the company in origin language)*

- 1.2.1. Name of the organization in English: *(copied from application form)*
- 1.2.2. Legal Representative(s) of the organization: *(copied from application form)*
- 1.2.3. Name of the contact person within the organization: *(copied from application form)*
  - 1.2.3.1. e-mail: *(copied from application form)*
  - 1.2.3.2. mobile phone: *(copied from application form)*
- 1.2.4. Region & Country of the organization: *(copied from application form)*
- 1.2.5. Address of the organization: *(copied from application form)*
- 1.2.6. VAT No. of the organization: *(copied from application form)*

hereinafter referred to as the **“Beneficiary”**

**AND**

1.3. The Innovoucher partner acting as Managing Authority in the Beneficiary's Region: *(Name of the managing authority in origin language)*

- 1.3.1. Name of the organization in English: *(Name of the managing authority in English)*
- 1.3.2. Legal Representative(s) of the organization: .....
- 1.3.3. Name of the contact person within the organization: .....
  - 1.2.3.1. e-mail: .....
  - 1.2.3.2. mobile phone: .....
- 1.3.4. Region & Country of the organization: .....
- 1.3.5. Address of the organization: .....
- 1.3.6. VAT No. of the organization: .....

hereinafter referred to as the **“Managing Authority”**

The **“Coordinator”**, the **“Beneficiary”** and the **“Managing Authority”** jointly hereinafter **“Contracting Parties”**.

Whereas, pursuant to what has been described above, the Contracting Parties mutually recognizing the capacity to sign the present document they agree to the following:

## CLAUSES



## 2. Accredited Service Provider

The Beneficiary specified the following organization for providing the services:

- 2.1. Organization supplying services to “Beneficiary”: *(Name of the company in origin language)*
  - 2.1.1. Name of the organization in English: *(copied from application form)*
  - 2.1.2. Legal Representative of the organization: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*
  - 2.1.3. Name of the contact person within the organization: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*
    - 2.1.3.1. e-mail: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*
    - 2.1.3.2. mobile phone: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*
  - 2.1.4. Country of the Organization: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*
  - 2.1.5. Address of the Organization: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*
  - 2.1.6. VAT No. of the Organization: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*

hereinafter referred to as the “**Provider**”

## 3. Innovoucher Project Pilot Project

With a view to spread the future adoption of a collaboration model for transnational exchange of innovation services in Europe, this pilot project is aimed to test the model in the five partner regions of EU Innovoucher Project. This pilot (through this Sub-Grant Agreement) foresees the provision of financial support to enterprises and their associations, as a mean to achieve its objectives.

## 4. Provision of Financial Resources (“Sub-Grant”)

The Contracting Parties enter into this contract on Provision of Financial Resources from INNOVOUCHER Project to Third Party under the conditions and with the subject matter stipulated below; and also in the below-mentioned Documents, which are integral part of this contract:

- Document “A” - Provider’s Code of Conduct *(to be signed by legal representative of the Provider)*
- Document “B” - Payment Method *(to be signed by legal representatives of both the Provider and the “Beneficiary”)*
- Document “C” - Voucher *(Only In case OPTION 2 is chosen as Payment Method in Document “B”)*
- Document “D” - Declaration on the management of Intellectual Property
- Document “E” - Application form (and other required conditions if applicable)

## 5. Scope and Objective

This Sub-Grant Agreement settles the specific conditions, rights and obligations for the concession by the INNOVOUCHER Consortium of a Sub-Grant to the Beneficiary (also named as Third Party) for the implementation of the Project as described in **Article 7**.



A description of the Project (objective and results) and activities to be implemented are described in **Articles 7 and 8** of this Sub Grant Agreement.

## **6. Duration of the Project**

6.1. The Project may be completed by **28<sup>th</sup> February 2019**. Till this date, the Beneficiary must receive the service from the accredited service provider and pay for it (100% of the cost, including voucher payment if applicable).

6.2. **An extension of the deadline mentioned in point 6.1 is not possible.**

6.3. The commencement of services implementation is the date of contracting the first legally binding obligation to order services related to the execution of the project, excluding the preparatory work for the project, in particular the process of selecting a service provider and preparing the documentation related to the selection of the service provider. The Beneficiary is aware that only service expenditures done after its application submission will be eligible.

## **7. Obligations of the Beneficiary**

7.1. The Beneficiary is obligated to achieve the project results as described in Document “E” (Application Form – and other required conditions if applicable) and implement the Project in compliance with the time frame and financial and other conditions stipulated in the Grant Agreement, the Call and this Sub-Grant Agreement.

7.2. The Beneficiary hereby confirms its status as an SME in line with the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the date of signature of this sub-grant agreement.

7.3. The Beneficiary hereby confirms that he/she is not entrepreneur in difficulty (according to the point 14 of the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the date of signature of this sub-grant agreement.

7.4. The Beneficiary hereby accepts their responsibility on accuracy and veracity of data and documents submitted, and all conditions and obligations stated in this Sub-Grant Agreement.

7.5. The Beneficiary shall immediately inform the “Managing Authority” and the “Innovoucher Coordinator” in written form of any circumstances which may affect the realization of the Project or of any changes in contractual conditions. The “Managing Authority” and the “Innovoucher Coordinator” shall decide upon such circumstances and changes. For these purposes, the contact person named in 1.3.3 is the primary point of contact.

7.6. The contact person named in 1.2.3 is the primary point of contact for the successful implementation for the Beneficiary.

7.7. The Beneficiary shall carry out the activities described under the **Article 8**, and in addition during the Sub-Granted project shall:



7.7.1. Collaborate with the contact persons named in 2.1.3 and 3.1.3 during the Project implementation in order to make the Project succeeded.

7.7.2. Submit upon completion of the project according to the date included in article 6.1 a complete Request for Payment not later than **15<sup>th</sup> March 2019**, including a final report on the project and all documentation required, as described in the Call & Annexes.

7.7.3. Any report, deliverable documents and e-mail communication must be in English, and signed by the Beneficiary.

7.7.4. The request for payment, including a final report on the project and all documentation required, as described in the Call & Annexes, have to be reviewed and approved by the Managing Authority before to fulfil the payment. In case the Request for payment is recognized as incomplete or incorrect, the Managing Authority will ask the Beneficiary to submit complete and corrected Request for payment in a time determined by Managing Authority. Only complete and correct Request for payment will be accepted.

7.7.5. Participate in e-meetings if officially required and communicated by the Managing Authority.

7.8. The Managing Authority and the Coordinator have the right

7.8.1. to verify any data provided by the Beneficiary. The Beneficiary hereby grants its authorisation by providing any data necessary for verification.

7.8.2. to ask for any documents and explanations concerning the project implementation. The Beneficiary is obliged to provide the Managing Authority with the required documents in a time and form determined by the Managing Authority.

7.8.3. to carry out monitoring visits of the Project implementation and if necessary request additional documentation regarding the Project. The Beneficiary is obligated to allow visits from the Managing Authority's staff, allow a financial inspection and provide any material results related to the Project.

7.8.4. to determine the eligibility of each cost to be covered by the grant. Such decision of the Managing Authority shall be considered final and shall be accepted by the Beneficiary without objection or appeal.

7.8.5. The Beneficiary is obligated to keep all documents (including financial documents) related to the utilization of the grant for a period of 6 years from the last payment of the grant.

7.9. The Beneficiary hereby grants its authorisation to Innovoucher Consortium to use information about the project in public documents and reports about the project for dissemination purposes and making recommendations to EC for future use of this kind of financial instruments.

7.10. Beneficiary formally accepts the following conditions:





7.10.1. To provide with the documentary evidences and financial documents proving the provision of services.

- a. Beneficiary will fully support their respective Regional or Country Authorities, the Coordinator, Managing Authority, the EC and other Audit Entities, by providing information and documentation aimed to verify legality of funded operations.
- b. Beneficiary will keep original documents for eventual audit procedures until **30<sup>th</sup> April 2024**, either on documents, information, even stored on electronic media, or on the beneficiary's premises.
- c. Beneficiary are bound to article 35 (Conflict of interest), article 36 (Confidentiality), article 38 (Visibility of EC funding) and article 46 (Liability) of the Annotated Model Grant Agreement - AGA of the H2020 Programme.
- d. Beneficiary will eventually permit the access and audit by EC, OLAF and Court Auditors of the actions granted.
- e. Beneficiary is obliged to make references to public funding from EU, including suitable logos, and EU flag.
- f. Beneficiary will collaborate with their target region's managing authority to evaluate and disseminate impact and results of granted services.
- g. Beneficiary will collaborate with the Managing Authority and the Coordinator to evaluate and disseminate impact and results of granted projects through communication, to be addressed to other enterprises, service providers and EC. Therefore, project's details and results could partly be used in public documents and reports, to be elaborated by Innovoucher consortium and/or EC.

## 8. Financial Contribution

8.1. EC, through the Coordinator and the Managing Authority, contributes to the Project with a grant of a maximum total of ..... € (..... Euro), which is ..... % of the total eligible costs, fully funded under H2020, on the following approved budget:

<b>Budget lines</b>	<b>Project's approved budget (Euro) (VAT excluded)</b>	<b>Official documents to be attached to the Request for Payment after project development</b>
Contractual costs of services supplied by accredited transnational providers to the beneficiary (VAT excluded)		As listed in the Request for Payment (see Annex Section in Call Text)

The total amount of the grant cannot exceed 70% of eligible costs and shall be used by the Beneficiary only to cover the expenses of the Project during the implementation period,

according to the budget in an efficient and cost-effective way.

8.2. Beneficiary shall cover the remaining cost of the project implementation (including VAT) which is not granted.

8.3. Beneficiary is obliged to reimburse the grant used in a way that is not compatible with the Innovoucher Call.

## 9. Financial procedures

9.1. The method of payment of services received is the one agreed by the Beneficiary and the Provider in attached Document "B" – Method of Payment of Services. Beneficiary and Provider chose option ..... in the Document "B".

9.2. Payment Procedure will start after submission of the Request for Payment to the Managing Authority, once the project is accomplished in due time (**Article 6.1. of this Sub-Grant Agreement**) and the Request for payment is accepted by the Managing Authority.

9.3. The payment will be done in Euro to the indicated Bank Account in Document "B", after the Coordinator will receive a valid Certificate for Proceeding to Payment from corresponding Managing Authority not later than **1<sup>st</sup> April 2019**. On its reception, the grant will be transferred from the Coordinator to the Managing Authority for the payment to the Beneficiary.

9.4. The Beneficiary is aware that proportional reduction of the grant (voucher) would occur in case of lower execution of the approved budget of the project (**Article 8**). Moreover, loss of partial/total payment rights would occur in case of an incorrect certification of expenditures or a lack of accomplishment of requirements or conditions stated in the Call or the Sub-Grant Agreement. In such case, the Coordinator and the Managing Authority reserve the right to deny the disbursement of the grant or any part of it.

9.5. The Beneficiary shall conduct bank transfer (non-cash) transactions to the provider.

9.6. The Beneficiary declares that prior to signing of this Sub-Grant Agreement they made themselves familiar with the rules and principles of the Innovoucher Call which are published on the Innovoucher project web site ([www.innovoucher.eu/call](http://www.innovoucher.eu/call)). The Beneficiary shall be obliged to accept all such rules and principles.

## 10. Compliance with Control, Audits and Monitoring

Beneficiary accepts that *the Coordinator, the Managing Authority, the EC, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 of the Grant Agreement no. 671295*. This implies that EU services can go to the premises of the third parties for carrying out checks about the compliance of the conditions for the financial support.



## **11. Obligations of the Managing Authority**

- a. The Managing Authority will make the payment of the grant of the Beneficiary in a maximum term of 7-calendar day term after receiving the corresponding bank transfer from the Coordinator.
- b. The Managing Authority has been designated as responsible for starting any breach or reimbursement of the grant procedures under its local law during the project implementation and after their completion until the date stated in point 7.10.b.
- c. If the Beneficiary breaches any condition, requirement or time term stated in the Sub-Grant Agreement and the Call, or other applicable legal requirements, the corresponding Managing Authority will start a breach procedure that could finally result in losing the awarded grant, including any reimbursement if already paid. The Managing authority will notify the Beneficiary, process any claim and come out with a final decision and communication to Beneficiary.

## **12. Liability**

### **12.1. Liability of the Innovoucher Coordinator and the Managing Authority**

12.1.1 The Innovoucher Coordinator, the Managing Authority or the EC cannot be held liable for any damages caused to the Beneficiary (or to third parties) as a consequence of the execution of this Sub-Grant Agreement, including for gross negligence.

12.1.2 The Innovoucher Coordinator, the Managing Authority or the EC cannot be held liable for any damages caused by the Beneficiary or third parties involved in the Services, as a consequence of the execution of this Sub-Grant Agreement.

12.1.3 In particular, the Coordinator, the Managing Authority or EC shall not be responsible or claimed for a refusal to pay the grant in a situation of any breaches of this Agreement of the part of the Beneficiary or Provider.

### **12.2. Liability of the Beneficiary**

12.2.1 Except in case of force majeure, the Beneficiary must compensate the Innovoucher Coordinator or the Managing Authority for any damages it sustains as a result of the implementation of the services or because the action was not implemented in full compliance with the Sub Grant Agreement, including any breach by Provider's fault.



12.2.2 The Managing Authority has been designated as responsible for the correct use of European Funds in its region or country, including the accurate management of Applications (from evaluation to the eventual payment to the Beneficiary). Therefore, in case of any cause resulting in the need of reimbursement of the grant received by a Beneficiary, the corresponding Managing Authority will proceed through its habitual procedures under local law.

12.2.3 Beneficiary shall retain responsibility towards the Innovoucher Coordinator, through the corresponding Managing Authority or the relevant funding body for the Services carried out.

12.2.4 Beneficiary shall ensure that the Innovoucher Coordinator and the Managing Authority are informed in due time of any event which might significantly affect the implementation of the action or the interests of the Union.

12.2.5 Beneficiary shall not be entitled to act or make legally binding declarations on behalf of the Coordinator or the Managing Authority and shall indemnify all of the later from any third party claim resulting from a breach of these obligations.

12.2.6 The liability of Beneficiary for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement will not extend to incidental indirect or consequential damages or losses, including (without limitation) any loss of profits, loss of goodwill, loss of revenue, loss of data, loss of contract or opportunity, whether direct or indirect, even if the party bringing the claims has advised the other of the possibility of those losses, or if they were within the other party's contemplation.

This limitation of liability shall not apply in cases of wilful act or gross negligence.

### **13. Use and dissemination**

Beneficiary shall observe responsibilities related to the protection of intellectual property rights, use and dissemination according to the terms and conditions of the Innovoucher Grant Agreement and the Call.

### **14. Information and communication**

#### **14.1. Information and communication outside the project**

The Beneficiary undertakes to collaborate with the Innovoucher Coordinator and the Managing Authority in all matters relating to the information and dissemination obligations established in the framework of the Innovoucher Consortium programme.

Official documents and communications to beneficiaries will include references to



Innovoucher Project and will specifically show that funding is 100% under European Union's Horizon 2020 research and innovation programme - grant agreement No. 671295.

#### **14.2. Information and communication among the Contracting Parties.**

Any communication or request concerning the *Sub-Grant Agreement* shall identify the *Sub-Grant Agreement* number, the nature and details of the request or communication, and be submitted to addresses in **Article 1**.

**14.3.** Any changes of persons or contact details shall be notified immediately to the Coordinator and the Managing Authority.

The address list shall be accessible to all concerned.

#### **15. Termination of the Sub Grant Agreement**

The duration of the present Sub Grant Agreement shall be subject to the terms and causes laid down to this effect in the Grant Agreement.

#### **16. Force Majeure**

For the purposes of this Sub Grant Agreement, shall be deemed force majeure, pursuant to the provisions stipulated in the Grant Agreement.

#### **17. Intellectual Property Rights**

17.1. The results of the sub-granted project carried out under this Sub-Grant Agreement shall be the sole property of the Beneficiary (Third Party) carrying out the work according to the provisions stipulated in the Grant Agreement, and in the Call.

17.2. In particular, the Beneficiary shall assure the terms and conditions described in the **Document D – Declaration on the management of Intellectual Property** - attached to the present Sub Grant Agreement.

#### **18. Confidentiality and Data Protection**

With respect to all information of whatever nature or form as is disclosed between the parties in connection with the Project and identified in writing as confidential, the terms of the *Articles 36 of the Grant Agreement no. 671295* and the provision stipulated in the Call are fully applicable.

#### **19. Application of the Sub-Grant Agreement provisions**

Any provision of the Sub-Grant Agreement, shall take precedence over the provisions of any



of the Annexes.

## **20. Amendments**

20.1 Up to two months after signing Grant Contracts, the beneficiary can apply for amendments via [applications@innovoucher.eu](mailto:applications@innovoucher.eu) only in case of a change of accredited provider by duly justified cause Applications that will be fulfilled in English language. These applications will be forwarded to the Managing Authority in order to be evaluated. The Managing Authority has the right to ask the Beneficiary for additional documents and explanations regarding the amendment application and the Beneficiary is obliged to submit them in a time and form as requested by the Managing Authority.

20.2 Amendments must be aligned to the objectives of the Call and assure that applications fulfill the evaluation criteria and all requirements, without a change in the initial score of the project.

20.3 The beneficiary will be notified on acceptance or refusal of its application by Managing Authority. Claiming against this decision will not be processed. In case of acceptance, a new Sub-Grant Agreement will have to be signed.

## **21. Entry into force of the Agreement**

This Sub-Grant Agreement shall enter into force after its signature by the Coordinator and the Beneficiary legal representatives, on the day of the last signature.

## **22. Applicable Law and competent Jurisdiction**

22.1. This Sub-Grant Agreement is ruled under Regulation H2020 programme. National/Regional laws shall apply in all that is not provided in that Regulation. Beneficiary shall comply with all applicable laws, rules and regulations, including, but not limited to safety, security, welfare, social security and fiscal issues.

22.2. Any disputes or conflict arising during the implementation of the project and related to the interpretation of this Sub-Grant Agreement will be resolved first by negotiation between the Parties.

22.3. If the parties fail to reach an agreement, any conflict or dispute arising from this *Sub-Grant Agreement* shall be submitted to the Courts of Murcia (city) (Spain).

22.4. In confirmation whereof, it has been signed by the Parties, in three counterparts and to one sole effect, on the date and in the place last given below.

## **THE SIGNATORIES**

The Contracting Parties have caused this Sub-Grant Agreement to be duly signed by the



undersigned authorized representatives in three copies (3) the date written below:

**The Managing Authority:**

<b>Name of the organization</b>	
<b>Legal representative of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	

**The Beneficiary:**

<b>Legal representative of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	

**The Coordinator:**

<b>Name of the organization</b>	
<b>Legal representative of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	

**ATTACHED DOCUMENTS AS AN INTEGRAL PART OF THIS AGREEMENT**

Document "A" - Provider's Code of Conduct *(to be signed by legal representative of the Provider)*

Document "B" - Payment Method *(to be signed by legal representatives of both the Provider and the Beneficiary)*

Document "C" - Voucher *(Only In case OPTION 2 is chosen as Payment Method in Document "B")*

Document "D" - Declaration on the management of Intellectual Property *(to be signed by legal representative of the Beneficiary)*

Document "E" - Application Form (and other required conditions if applicable) *(to be signed by legal representative of the Beneficiary)*



## Annex 11B – (two parties) Sub-Grant Agreement

(Documents “A”, “B”, “C”, “D” and “E” shown below will be attached if applicable to this Sub-Grant Agreement for provision of financial resources from Innovoucher Project to Third Party)

Murcia, [day], [month], 2018

### Forewords

The European Commission (hereinafter “EC”), and a consortium with INSTITUTO DE FOMENTO DE LA REGIÓN DE MURCIA - REGIONAL DEVELOPMENT AGENCY, REGION OF MURCIA, SPAIN (hereinafter “INNOVOUCHER COORDINATOR”), established in AVENIDA DE LA FAMA, 3, 30003-MURCIA, SPAIN, VAT number: Q-8050004-D acting as Coordinator, have signed the Grant Agreement Nr. 671295 for the implementation of the project INNOVOUCHER, within the framework of the Horizon 2020 research and innovation programme.

The Grant Agreement includes the provision for financial resources (Sub-Grants) to third parties.

The INNOVOUCHER consortium has decided to provide a financial contribution for the implementation of the Project called *(Title of the project & Acronym copied from application form)* (hereinafter as the “Project” as specified in **Articles 7 and 8 of this document**, within the framework of INNOVOUCHER and under the conditions laid down in (i) Innovoucher programme, the Call and this Sub-Grant Agreement No.: 671295 – *(Application Number, assigned by Call Manager when application was received)*).

The Project has received a previous favourable evaluation, and therefore is entitled to receive funding according to the terms and conditions set out under this Sub-Grant Agreement.

The funds that will be received by the Beneficiary are 100% funded by the EC. The INNOVOUCHER COORDINATOR is a mere holder and manager of the funds, acting as representative for Innovoucher Project Consortium.

## BY AND BETWEEN

### 1. Contracting Parties

1.1. INSTITUTO DE FOMENTO DE LA REGIÓN DE MURCIA (INNOVOUCHER COORDINATOR):

1.1.1. Name of the Organisation in English: REGIONAL DEVELOPMENT AGENCY, REGION OF MURCIA, SPAIN.

1.1.2. Name of the Legal Representative of the Organisation: Mr. JUAN HERNÁNDEZ ALBARRACÍN.

1.1.3. Name of the contact person within the Organisation: Mr. RAFAEL ATA





GÓMEZ / Mr. ANTONIO ROMERO NAVARRO

1.1.3.1. e-mail: [innovacion@info.carm.es](mailto:innovacion@info.carm.es)

1.1.4. Country of the Organisation: SPAIN

1.1.5. Address of the Organisation: AVENIDA DE LA FAMA, 3, 30003 - MURCIA

1.1.6. VAT No. of the Organisation: Q-8050004-D

**hereinafter referred to as the  
“Contractor”**

**AND**

1.2. Organization being awarded with INNOVOUCHER Sub-Grant: *(Name of the company in origin language)*

1.2.1. Name of the organization in English: *(copied from application form)*

1.2.2. Legal Representative(s) of the organization: *(copied from application form)*

1.2.3. Name of the contact person within the organization: *(copied from application form)*

1.2.3.1. e-mail: *(copied from application form)*

1.2.3.2. mobile phone: *(copied from application form)*

1.2.4. Region & Country of the organization: *(copied from application form)*

1.2.5. Address of the organization: *(copied from application form)*

1.2.6. VAT No. of the organization: *(copied from application form)*

**hereinafter referred to as the “Beneficiary”**

**The “Contractor” and “Beneficiary” jointly hereinafter “Contracting Parties”.**

Whereas, pursuant to what has been described above, the Contracting Parties mutually recognizing the capacity to sign the present document they agree to the following:

## **CLAUSES**

### **2. Accredited Service Provider**

The Beneficiary specified the following organization for providing the services:

2.1. Organization supplying services to “Beneficiary”: *(Name of the company in origin language)*

2.1.1. Name of the organization in English: *(copied from application form)*

2.1.2. Legal Representative of the organization: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*

2.1.3. Name of the contact person within the organization: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*

2.1.3.1. e-mail: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*

2.1.3.2. mobile phone: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*

2.1.4. Country of the Organization: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*



2.1.5. Address of the Organization: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*

2.1.6. VAT No. of the Organization: *From the list published in [www.innovoucher.eu/call](http://www.innovoucher.eu/call)*

hereinafter referred to as the "**Provider**"

### **3. Target's Region Managing Authority**

The corresponding Managing Authority in the Beneficiary's Region is:

3.1. Organization: *(Name of the managing authority in origin language)*

3.1.1. Name of the organization in English: *(Name of the managing authority in English)*

3.1.2. Legal Representative of the organization: .....

3.1.3. Name of the contact person within the organization:.....

3.1.3.1. e-mail: .....

3.1.3.2. mobile phone: .....

3.1.4. Country of the Organization: .....

3.1.5. Address of the Organization: .....

3.1.6. VAT No. of the Organization: .....

hereinafter referred to as the "**Managing Authority**"

### **4. Provision of Financial Resources ("Sub-Grant")**

The Contracting Parties enter into this contract on Provision of Financial Resources from INNOVOUCHER Project to Third Party under the conditions and with the subject matter stipulated below; and also in the below-mentioned Documents, which are integral part of this contract:

Document "A" - Provider's Code of Conduct *(to be signed by legal representative of the Provider)*

Document "B" - Payment Method *(to be signed by legal representatives of both the Provider and the "Beneficiary")*

Document "C" - Voucher *(Only In case OPTION 2 is chosen as Payment Method in Document "B")*

Document "D" - Declaration on the management of Intellectual Property

Document "E" - Application form (and other required conditions if applicable)

### **5. Scope and Objective**

This Sub-Grant Agreement settles the specific conditions, rights and obligations for the concession by the INNOVOUCHER Consortium of a Sub-Grant to the Beneficiary (also named as Third Party) for the implementation of the Project in **Article 7**.

A description of the Project (objective and results) and activities to be implemented are described in **Articles 7 and 8** of this Sub Grant Agreement.

### **6. Duration of the Project**



6.1. The Project may be completed by **28<sup>th</sup> February 2019**. Till this date, the Beneficiary must receive the service from the accredited service provider and pay for it (100% of the cost, including voucher payment if applicable).

6.2. **An extension of the deadline mentioned in point 6.1 is not possible.**

6.3. The commencement of services implementation is the date of contracting the first legally binding obligation to order services related to the execution of the project, excluding the preparatory work for the project, in particular the process of selecting a service provider and preparing the documentation related to the selection of the service provider. The Beneficiary is aware that only service expenditures done after its application submission will be eligible.

## **7. Obligations of the Beneficiary**

7.1. The Beneficiary is obligated to achieve the project results as described in Document “E” (Application Form – and other required conditions if applicable) and implement the Project in compliance with the time frame and financial and other conditions stipulated in the Grant Agreement, the Call and this Sub-Grant Agreement.

7.2. The Beneficiary hereby confirms its status as an SME in line with the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the date of signature of this sub-grant agreement.

7.3. The Beneficiary hereby confirms that he/she is not entrepreneur in difficulty (according to the point 14 of the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the date of signature of this sub-grant agreement.

7.4. The Beneficiary hereby accepts their responsibility on accuracy and veracity of data and documents submitted, and all conditions and obligations stated in this Sub-Grant Agreement.

7.5. The Beneficiary shall immediately inform the “Managing Authority” and the “Innovoucher Coordinator” in written form of any circumstances which may affect the realization of the Project or of any changes in contractual conditions. The “Managing Authority” and the “Innovoucher Coordinator” shall decide upon such circumstances and changes. For these purposes, the contact person named in 3.1.3 is the primary point of contact.

7.6. The contact person named in 1.2.3 is the primary point of contact for the successful implementation for the Beneficiary.

7.7. The Beneficiary shall carry out the activities described under the **Article 8**, and in addition during the Sub-Granted project shall:

7.7.1. Collaborate with the contact persons named in 2.1.3 and 3.1.3 during the Project implementation in order to make the Project succeeded.

7.7.2. Submit upon completion of the project according to the date included in article 6.1 a complete Request for Payment not later than **15<sup>th</sup> March 2019**, including a final report on the project and all documentation required, as described in the Call &



Annexes.

7.7.3. Any report, deliverable documents and e-mail communication must be in English, and signed by the Beneficiary.

7.7.4. The request for payment, including a final report on the project and all documentation required, as described in the Call & Annexes, have to be reviewed and approved by the Managing Authority before to fulfil the payment. In case the Request for payment is recognized as incomplete or incorrect, the Managing Authority will ask the Beneficiary to submit complete and corrected Request for payment in a time determined by Managing Authority. Only complete and correct Request for payment will be accepted.

7.7.5. Participate in e-meetings if officially required and communicated by the Managing Authority.

7.8. The Managing Authority and the Contractor have the right

7.8.1. to verify any data provided by the Beneficiary. The Beneficiary hereby grants its authorisation by providing any data necessary for verification.

7.8.2. to ask for any documents and explanations concerning the project implementation. The Beneficiary is obliged to provide the Managing Authority with the required documents in a time and form determined by the Managing Authority.

7.8.3. to carry out monitoring visits of the Project implementation and if necessary request additional documentation regarding the Project. The Beneficiary is obligated to allow visits from the Managing Authority's staff, allow a financial inspection and provide any material results related to the Project.

7.8.4. to determine the eligibility of each cost to be covered by the grant. Such decision of the Managing Authority shall be considered final and shall be accepted by the Beneficiary without objection or appeal.

7.8.5. The Beneficiary is obligated to keep all documents (including financial documents) related to the utilization of the grant for a period of 6 years from the last payment of the grant.

7.9. The Beneficiary hereby grants its authorisation to Innovoucher Consortium to use information about the project in public documents and reports about the project for dissemination purposes and making recommendations to EC for future use of this kind of financial instruments.

7.10. Beneficiary formally accepts the following conditions:

7.10.1. To provide with the documentary evidences and financial documents proving the provision of services.

h. Beneficiary will fully support their respective Regional or Country Authorities, the Contractor, Managing Authority, the EC and other Audit Entities, by providing information and documentation aimed to verify legality of funded operations.



- i. Beneficiary will keep original documents for eventual audit procedures until **30<sup>th</sup> April 2024**, either on documents, information, even stored on electronic media, or on the beneficiary's premises.
- j. Beneficiary are bound to article 35 (Conflict of interest), article 36 (Confidentiality), article 38 (Visibility of EC funding) and article 46 (Liability) of the Annotated Model Grant Agreement - AGA of the H2020 Programme.
- k. Beneficiary will eventually permit the access and audit by EC, OLAF and Court Auditors of the actions granted.
- l. Beneficiary is obliged to make references to public funding from EU, including suitable logos, and EU flag.
- m. Beneficiary will collaborate with their target region's managing authority to evaluate and disseminate impact and results of granted services.
- n. Beneficiary will collaborate with the Managing Authority and Contractor to evaluate and disseminate impact and results of granted projects through communication, to be addressed to other enterprises, service providers and EC. Therefore, project's details and results could partly be used in public documents and reports, to be elaborated by INNOVOUCHER consortium and/or EC.

## 8. Financial Contribution

8.1. EC, through Contractor, contributes to the Project with a grant of a maximum total of ..... € (..... Euro), which is ..... % of the total eligible costs, fully funded under H2020, on the following approved budget:

<b>Budget lines</b>	<b>Project's approved budget (Euro) (VAT excluded)</b>	<b>Official documents to be attached to the Request for Payment after project development</b>
Contractual costs of services supplied by accredited transnational providers to the beneficiary (VAT excluded)		As listed in the Request for Payment (see Annex Section in Call Text)

The total amount of the grant cannot exceed 70% of eligible costs and shall be used by the Beneficiary only to cover the expenses of the Project during the implementation period, according to the budget in an efficient and cost-effective way.

8.2. Beneficiary shall cover the remaining cost of the project implementation (including VAT) which is not granted.

8.3. Beneficiary is obliged to reimburse the grant used in a way that is not compatible with the

Innovoucher Call.

## 9. Financial procedures

9.1. The method of payment of services received is the one agreed by the Beneficiary and the Provider in attached Document “B” – Method of Payment of Services. Beneficiary and Provider chose option ..... in the Document “B”.

9.2. Payment Procedure will start after submission of the Request for Payment to the Managing Authority, once the project is accomplished in due time (**Article 6.1. of this Sub-Grant Agreement**) and the Request for payment is accepted by the Managing Authority.

9.3. The payment will be done in Euro to the indicated Bank Account in Document “B”, after the Contractor will receive a valid Certificate for Proceeding to Payment from corresponding Managing Authority not later than **1<sup>st</sup> April 2019**.

9.4. The Beneficiary is aware that proportional reduction of the grant (voucher) would occur in case of lower execution of the approved budget of the project (**Article 8**). Moreover, loss of partial/total payment rights would occur in case of an incorrect certification of expenditures or a lack of accomplishment of requirements or conditions stated in the Call or the Sub-Grant Agreement. In such case, the contractor reserves the right to deny the disbursement of the grant or any part of it.

9.5. The Beneficiary shall conduct bank transfer (non-cash) transactions to the provider.

9.6. The Beneficiary declares that prior to signing of this Sub-Grant Agreement they made themselves familiar with the rules and principles of the INNOVOUCHER Call which are published on the INNOVOUCHER project web site ([www.innovoucher.eu/call](http://www.innovoucher.eu/call)). The Beneficiary shall be obliged to accept all such rules and principles.

## 10. Compliance with Control, Audits and Monitoring

Beneficiary accepts that *the Contractor, the Managing Authority, the EC, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 of the Grant Agreement no. 671295*. This implies that EU services can go to the premises of the third parties for carrying out checks about the compliance of the conditions for the financial support.

## 11. Liability

### 11.1. Liability of the Innovoucher Coordinator

11.1.1 The Innovoucher Coordinator or the EC cannot be held liable for any damages caused to the Beneficiary (or to third parties) as a consequence of the execution of this Sub-Grant Agreement, including for gross negligence.



11.1.2 The Innovoucher Coordinator or the EC cannot be held liable for any damages caused by the Beneficiary or third parties involved in the Services, as a consequence of the execution of this Sub-Grant Agreement.

11.1.3 In particular, Contractor, Managing Authority or EC shall not be responsible or claimed for a refusal to pay the grant in a situation of any breaches of this Agreement of the part of the Beneficiary or Provider.

## **11.2. Liability of the Beneficiary**

11.2.1 Except in case of force majeure, the Beneficiary must compensate the Innovoucher Coordinator for any damages it sustains as a result of the implementation of the services or because the action was not implemented in full compliance with the Sub Grant Agreement, including any breach by Provider's fault.

11.2.2 If the Beneficiary breaches any condition, requirement or time term stated in the Sub-Grant Agreement and the Call, or other applicable legal requirements, the Coordinator will start a breach procedure that could finally result in losing the awarded grant, including any reimbursement if already paid. Managing authority will notify the Beneficiary, process any claim and come out with a final decision and communication to Beneficiary.

11.2.3 Each Managing Authority has been designated as responsible for the correct use of European Funds in its region or country, including the accurate management of Applications (from evaluation to certification for proceeding the payment). Therefore, in case of any cause resulting in the need of reimbursement of the grant received by a Beneficiary, the Coordinator will proceed through its habitual procedures under local law.

11.2.4 Beneficiary shall retain responsibility towards the Innovoucher Coordinator, through the corresponding Managing Authority or the relevant funding body for the Services carried out.

11.2.5 Beneficiary shall ensure that the Innovoucher Coordinator is informed in due time of any event which might significantly affect the implementation of the action or the interests of the Union.

11.2.6 Beneficiary shall not be entitled to act or make legally binding declarations on behalf of the Contractor or the Managing Authority and shall indemnify all of the later from any third party claim resulting from a breach of these obligations.

11.2.7 The liability of Beneficiary for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement will not extend to incidental indirect or consequential damages or losses, including (without limitation) any loss of



profits, loss of goodwill, loss of revenue, loss of data, loss of contract or opportunity, whether direct or indirect, even if the party bringing the claims has advised the other of the possibility of those losses, or if they were within the other party's contemplation.

This limitation of liability shall not apply in cases of wilful act or gross negligence.

## **12. Use and dissemination**

Beneficiary shall observe responsibilities related to the protection of intellectual property rights, use and dissemination according to the terms and conditions of the Innovoucher Grant Agreement and the Call.

## **13. Information and communication**

### **13.1. Information and communication outside the project**

The Beneficiary undertakes to collaborate with the Innovoucher Coordinator in all matters relating to the information and dissemination obligations established in the framework of the Innovoucher Consortium programme.

Official documents and communications to beneficiaries will include references to INNOVOUCHER PROJECT and will specifically show that funding is 100% under European Union's Horizon 2020 research and innovation programme - grant agreement No. 671295.

### **13.2. Information and communication among the Contracting Parties**

Any communication or request concerning the *Sub-Grant Agreement* shall identify the *Sub-Grant Agreement* number, the nature and details of the request or communication, and be submitted to addresses in **Article 1**.

**13.3.** Any changes of persons or contact details shall be notified immediately to the Contractor and the Managing Authority.

The address list shall be accessible to all concerned.

## **14. Termination of the Sub Grant Agreement**

The duration of the present Sub Grant Agreement shall be subject to the terms and causes laid down to this effect in the Grant Agreement.

## **15. Force Majeure**

For the purposes of this Sub Grant Agreement, shall be deemed force majeure, pursuant to the provisions stipulated in the Grant Agreement.





## **16. Intellectual Property Rights**

16.1. The results of the sub-granted project carried out under this Sub-Grant Agreement shall be the sole property of the Beneficiary (Third Party) carrying out the work according to the provisions stipulated in the Grant Agreement, and in the Call.

16.2. In particular, the Beneficiary shall assure the terms and conditions described in the **Document D – Declaration on the management of Intellectual Property** - attached to the present Sub Grant Agreement.

## **17. Confidentiality and Data Protection**

With respect to all information of whatever nature or form as is disclosed between the parties in connection with the Project and identified in writing as confidential, the terms of the *Articles 36 of the Grant Agreement no. 671295* and the provision stipulated in the Call are fully applicable.

## **18. Application of the Sub-Grant Agreement provisions**

Any provision of the Sub-Grant Agreement, shall take precedence over the provisions of any of the Annexes.

## **19. Amendments**

19.1 Up to two months after signing Grant Contracts, the beneficiary can apply for amendments via [applications@innovoucher.eu](mailto:applications@innovoucher.eu) only in case of a change of accredited provider by duly justified cause Applications that will be fulfilled in English language. These applications will be forwarded to the Managing Authority in order to be evaluated. The Managing Authority has the right to ask the Beneficiary for additional documents and explanations regarding the amendment application and the Beneficiary is obliged to submit them in a time and form as requested by the Managing Authority.

19.2 Amendments must be aligned to the objectives of the Call and assure that applications fulfill the evaluation criteria and all requirements, without a change in the initial score of the project.

19.3 The beneficiary will be notified on acceptance or refusal of its application by Managing Authority. Claiming against this decision will not be processed. In case of acceptance, a new Grant Contract will have to be signed.

## **20. Entry into force of the Agreement**

This Sub-Grant Agreement shall enter into force after its signature by the Contractor and the



Beneficiary legal representatives, on the day of the last signature.

## 21. Applicable Law and competent Jurisdiction

21.1. This Sub-Grant Agreement is ruled under Regulation H2020 programme. National/Regional laws shall apply in all that is not provided in that Regulation. Beneficiary shall comply with all applicable laws, rules and regulations, including, but not limited to safety, security, welfare, social security and fiscal issues.

21.2. Any disputes or conflict arising during the implementation of the project and related to the interpretation of this Sub-Grant Agreement will be resolved first by negotiation between the Parties.

21.3. If the parties fail to reach an agreement, any conflict or dispute arising from this *Sub-Grant Agreement* shall be submitted to the Courts of Murcia (city) (Spain).

21.4. In confirmation whereof, it has been signed by the Parties, in two counterparts and to one sole effect, on the date and in the place last given below.

### THE SIGNATORIES

The Contracting Parties have caused this Sub-Grant Agreement to be duly signed by the undersigned authorized representatives in three copies (3) the date written below:

#### The Beneficiary:

<b>Legal representative of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	

#### The Contractor:

<b>Name of the organization</b>	
<b>Legal representative of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>



Date	
------	--

**ATTACHED DOCUMENTS AS AN INTEGRAL PART OF THIS AGREEMENT**

Document "A" - Provider's Code of Conduct *(to be signed by legal representative of the Provider)*

Document "B" - Payment Method *(to be signed by legal representatives of both the Provider and the Beneficiary)*

Document "C" - Voucher *(Only In case OPTION 2 is chosen as Payment Method in Document "B")*

Document "D" - Declaration on the management of Intellectual Property *(to be signed by legal representative of the Beneficiary)*

Document "E" - Application Form (and other required conditions if applicable) *(to be signed by legal representative of the Beneficiary)*



## Document “A” - Provider’s Code of Conduct

<b>Name of the Accredited Service Provider:</b>	<i>From the list published in <a href="http://www.innovoucher.eu/call">www.innovoucher.eu/call</a></i>
<b>VAT number:</b>	
<b>Region/Country:</b>	
<b>Address:</b>	
<b>Person of contact (name, email and mobile phone):</b>	<i>From the list published in <a href="http://www.innovoucher.eu/call">www.innovoucher.eu/call</a></i>
<b>Title of the project / Acronym:</b>	
<b>Applicant (name of the organization):</b>	

By participating in INNOVOUCHER Pilot Project on providing services to Beneficiaries, the undersigned DECLARES THAT FORMALLY ACCEPT THE FOLLOWING CONDITIONS in case of being part of an awarded application:

- Having been entitled as an accredited provider previously to supply services contracted by a Beneficiary.
- Reporting any incidence to Managing Authority, especially when addressing difficulties or the impossibility to carry out such services.
- Providing the service at a market price and issuing a final report on the tasks carried out and the expected deliverables.
- Collaborating with Beneficiary to provide the Managing Authority with the developed deliverables, as well as with a copy of the final report and a service acceptance statement signed by the Beneficiary.
- The service supplied cannot be contracted out to third parties, with the exception of specific items which should be duly justified in the final report.
- Collaborating with Beneficiary to provide the Managing Authority with the Request for Payment, including certification of expenditures together with the supporting documentation.
- Adherence to norms and good practices for consultancy services and technical support for companies, ensuring the confidentiality of the information accessed to carry out the tasks.

Failure to comply with these obligations shall result in accreditation loss.

Also ACKNOWLEDGES AND AGREES WITH:



- The Call, especially with regards to the terms and conditions stated for accredited providers.
- The role of the Managing Authority guaranteeing the quality of services provided to Beneficiaries, committing to comply with applicable norms and instructions and respecting its decisions in case of potential conflict.
- The fact that accreditations issued will be temporary and shall apply only to this Call.

And COMMITS TO:

- Verify compliance with customer satisfaction and quality levels associated to supplied service.
- Be subject to measures for financial inspection, verification and control of the subsidized activity by the Managing Authority, Innovoucher Consortium or any other agency from the European Union (and authorized representatives) or control organisms.
- Inform individuals whose personal data is provided in this document about the existence and intent of files for data processing, as well as about their rights, the identity and address of the people/person responsible for data management and the fact that data will not be provided by the Managing Authority to any other party.

**The Provider:**

<b>Legal representative of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	

## Document “B” – Method of Payment of Services

<b>Title of the project:</b>	<i>(copied from application form)</i>	
<b>Application Number:</b> <i>(copied from application form)</i>	<b>Acronym:</b> <i>(copied from application form)</i>	

The undersigned Provider and Beneficiary AGREE that the Method of Payment for the services supplied will be as follows:

**OPTION 1.**- Beneficiary will fully pay through bank transfer for the entire invoice of the service (VAT included) to the provider. Therefore, the Beneficiary will receive the payment of the grant in the following Bank Account, after the complete and correct Request for Payment is submitted to and accepted by the Managing Authority and the Certificate for Proceeding to Payment issued:

<b>Beneficiary's data</b>	
<b>No of Bank account (IBAN format)</b>	
<b>SWIFT CODE</b>	

**OPTION 2.** – A Voucher (Document “C”) representing the amount of the grant that will be used by the Beneficiary to partially pay the provider for the provision of the service. By doing so, the Beneficiary will give rights to the provider to receive the payment of the grant (endorsement) from Contractor as part of the payment for its services. Furthermore, the Beneficiary will pay through bank transfer for the rest of the amount of the invoice of the service (VAT included). The Provider will receive the payment of the Voucher in the following Bank Account, after the complete and correct Request for Payment is submitted to and accepted by the Managing Authority and the Certificate for Proceeding to Payment issued:

<b>Provider's data</b>	
<b>No of Bank account (IBAN format)</b>	
<b>SWIFT CODE</b>	

Both the Provider and the Beneficiary AGREE with the following CONDITIONS:

- 1.- Payment of the grant will be done after Innovoucher Coordinator (Contractor) will receive the Certificate for Proceeding to Payment from corresponding Managing Authority.
- 2.- Proportional reduction of the grant (voucher) would occur in case of lower execution of the approved budget of the project.



3.- loss of partial/total payment rights would occur in case of an incorrect certification of expenditures or a lack of accomplishment of requirements or conditions stated in the Call or the Sub-Grant Agreement. In such case, the contractor reserves the right to deny the disbursement of the grant or any part of it.

4.- The Beneficiary shall conduct bank transfer (non-cash) transactions to the provider.

**The Provider:**

<b>Legal representative (s) of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	

**The Beneficiary:**

<b>Legal representative (s) of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	



## Document “C” – Voucher



# UE INNOVATION VOUCHER

**#** *(Approved Amount of the Grant)* **€\*#**

*\* Such a funding is 100% under European Union's Horizon 2020 research and innovation Programme*

The INNOVOUCHER consortium has decided to provide a financial contribution for the implementation of the following project, within the framework of INNOVOUCHER Project and under the conditions laid down in Sub-Grant Agreement No.: 671295 – *(Application Number, assigned by Call Manager when application was received).*

<b>Title of the project:</b>	<i>(copied from application form)</i>	
<b>Application Number:</b>	<i>(copied from application form)</i>	<b>Acronym:</b> <i>(copied from application form)</i>



This Voucher is used by the beneficiary as a mean of payment agreed between the Beneficiary and the provider of granted services. It represents the amount of the grant and is used by the Beneficiary to partially pay the provider for the provision of the service. By doing so, the Beneficiary is giving rights to the provider to receive the payment of the grant (endorsement) from INNOVOUCHER Coordinator (Contractor) as part of the payment for its services. Furthermore, the Beneficiary will pay through bank transfer for the rest of the amount of the invoice of the service (VAT included). The Provider will receive the payment of the Voucher in the following Bank Account, after the complete and correct Request for Payment is submitted to and accepted by the Managing Authority and the Certificate for Proceeding to Payment issued.





**The Beneficiary:**

<b>Legal representative (s) of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	

**The Provider (acknowledge receipt of the voucher):**

<b>Legal representative (s) of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	

## Document “D” – Declaration on the management of intellectual property

Declaration to take measures to implement the EC recommendation on the management of Intellectual Property in knowledge transfer activities:

### 1.- RIGHTS AND OBLIGATIONS RELATED TO RESULTS

The Beneficiary owns the result it generates.

Ownership of Results	<i>[Description of the ownership of the project results]</i>
Protection of Results	<i>[Description of protection if applicable]</i>
Exploitation and dissemination of Results	<i>[Description of the plan to exploitation and dissemination if applicable]</i>
Transfer and licensing of results	<i>[Description of use rights to transfer or terms and conditions for licencing the Results]</i>

“**Results**” means any (tangible or intangible) output of the action such as data, knowledge or information –whatever its form or nature, whether it can be protected or not –that is generated in the action, as well as any rights attached to it, including intellectual property rights.

### 2.- RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND

The Beneficiary must identify the background for the action.

Background	<i>[Description of Background held by the Beneficiary]</i>
Access rights for implementation	<i>[Description of rights to use the Background to develop the project]</i>
Access rights for exploitation	<i>[Description of rights to use the Background to the exploitation of the project]</i>

“**Background**” means any data, know-how or information –whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights- that:

- a. is held by the Beneficiary before its accession to the Sub Grant Agreement, and
- b. is needed to implement the action or exploit the results.

“**Access Right**” means rights to use results or background under the terms and conditions laid down in this Sub Grant Agreement. Waivers of access rights are not valid unless in writing. Unless agreed otherwise, access rights do not include the right to sub-license.



### 3.- PROTECTION OF RESULTS, EXPLOITATION AND DISSEMINATION.

The Beneficiary must examine the possibility of protecting its Results and must adequately protect them –for an appropriate period and with appropriate territorial coverage- if:

- a. the Results can reasonably be expected to be commercially or industrially exploited, and
- b. protecting them is possible, reasonable and justified (given the circumstances).

Obligation to protect, to exploit, to disseminate the Results.	<i>[Description of the actions to protect, exploit and disseminate if applicable]</i>
Information on EU Funding. Obligation and right to use the UE emblem	<i>[Confirmation to include in the dissemination of results] "This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement 671295"</i>

#### The Beneficiary:

<b>Legal representative (s) of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	

## Annex 12 - Request for Payment form

Reference sub-grant agreement:	
Reporting Period:	
Requesting payment amount:	

<b>I. INFORMATION ABOUT THE BENEFICIARY</b>			
Name			
Status			
As for the day of submitting the application the Beneficiary, in line with the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty, states that he/she is:			
micro-entrepreneur	small entrepreneur	medium entrepreneur	big entrepreneur
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date of starting economic activity according to the register document			
Legal form			
VAT number			
<b>Registered seat address / place of residence</b>			
Country			
Region			
Street			
Building No			
Flat No			
Postal code			
Postal service assignment			
City/town/village			
Phone number			



e-mail	
web page address	
<b>CORRESPONDENCE ADDRESS</b>	
Country	
Region	
Street	
Building No	
Flat No	
Postal code	
Postal service assignment	
City/town/village	
Phone number	
e-mail	
<b>INFORMATION ABOUT LEGAL REPRESENTATIVE /COPY OF POWER OF ATTORNEY if applicable)</b>	
First name	
Last name	
Position	
Institution	
Phone number	
Mobile phone	
e-mail	
Country	
Region	
Street	
Building No	
Flat No	
Postal code	



Postal service assignment	
City/town/village	
<b>WORKING CONTACT PERSON</b>	
First name	
Last name	
Position	
Institution	
Phone number	
Mobile phone	
e-mail	

<b>II. INFORMATION ABOUT THE ACCREDITED SERVICE PROVIDER</b>	
Name	
Legal form	
VAT number	
<b>Registered seat address / provider's place of residence</b>	
Country	
Region	
Street	
Building No	
Flat No	
Postal code	
Postal service assignment	
City/town/village	
Phone number	
e-mail	
web page address	
Name of Bank for payment	



No of Bank account (IBAN format)	
SWIFT CODE	
<b>Accreditation details</b>	
Accreditation provided by Institution	
Country	
Region	
Date of accreditation	

<b>III. INFORMATION ABOUT THE PROJECT</b>	
Application number	
Title of the project	
Acronym	
Dates of delivery of the service (from DD-MM-YYYY till DD-MM-YYYY)	
<b>Short report on the project</b>	
<b>Description of the service and project achievement (in short)</b>	
<ul style="list-style-type: none"> <li>• <i>Topic</i></li> <li>• <i>Target product/service</i></li> <li>• <i>Description of tasks executed by provider during the service implementation</i></li> <li>• <i>Impact contribution of the project to RIS3/regional priorities (National Smart Specialization)</i></li> <li>• <i>Other relevant information on the service (not already covered above)</i></li> </ul>	
<b>Description of the achieved results of the service (in short)</b>	
<ul style="list-style-type: none"> <li>• <i>Results achieved</i></li> <li>• <i>What aimed the company with the results</i></li> </ul>	
<b>Description of the barriers/challenges found during the project and this call, including contributions from beneficiary to improve future actions based on this initiative (in short)</b>	
<b>Information on how the project will be continued in the future by Beneficiary till implementation into her/his economic activity (in short)</b>	



IV. PAYMENT DATA	
Amount in euro of the requested payment	
Expenditure table – payment by the Beneficiary	
Invoice number	
Invoice issue date	
Subject of the invoice	
Amount of the invoice net	
Amount of the invoice brut	
Name of the Bank for Beneficiary payment	
Date of payment (e.g. bank transfer)	
No of Bank account (IBAN format)	
Expenditure table – payment with the voucher	
Date of payment with the voucher	
Declaration of the service satisfactory	
Herby I confirm that I am satisfied with service provided by the accredited provider	<input type="checkbox"/>

**Beneficiary's declaration:**

By submitting this request for payment I hereby declare that:

- all information and data submitted in this request for Payment is accurate, reliable and reflects the genuine project implementation and its results;
- no essential information about the project the knowledge of which could affect the project assessment has been concealed;
- all documentation of the project is kept in our seat at: *(the beneficiary's seat address)*

The following documentation constitute an integral part of the request for payment form and must be attached (all copies of documents must bear a clause "Copy true to the original"<sup>2</sup>):

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<sup>2</sup> The certified true copy is understood as a copy of the document containing:





1. Copy of service contract between the beneficiary and the accredited provider.
2. Copy of the invoice issued by service provider and mentioned in the expenditure table, certified true copy by Beneficiary.
3. Copy of payment documents from beneficiary (mentioned in the expenditure table; including endorsement of the voucher plus bank statement of the payment to service provider – cash payments are NOT allowed).
4. Copy of bank certificate of IBAN/SWIFT to receive in the payment of the grant (of the provider, in case of use of the voucher, mentioned in the expenditure table)
5. Final report and other evidences of delivered service – such as sub-reports, acceptance protocols, analysis, photos of prototypes, if it was done within the project (more complex version of the description of the project, short version of which is in the request for payment form).
6. Power of attorney confirmation document (if needed).
7. A one-sheet document describing barriers/challenges found during the project and this call, including contributions from beneficiary to improve future actions based on this initiative.

**List of documents / deliverables attached to the request for payment that confirm project implementation:**

No.	Name of the document	Document date	Short description
1			
2			
...			
...			

<b>Legal representative of the organization</b>	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	

- 
- 1) “certified true copy” clause on each page of a document, together with a legible signature (name and surname) of a person authorised to represent the Beneficiary or
  - 2) “certified true copy from page...to page...” on the first page of the permanently bound document with all pages numbered and a legible signature (name and surname) of a person authorised to represent the Beneficiary.



## Annex 13 - Certificate for proceeding to payment

Following the notification of awarding issued by *(date of notification of awarding)* to the following beneficiary applicant:

<b>Sub-Agreement no.:</b>	
<b>Name of the Organization:</b>	<i>(copied from application form)</i>
<b>VAT number:</b>	<i>(copied from application form)</i>
<b>Type of organization:</b>	<i>(copied from application form)</i>
<b>Region:</b>	<i>(copied from application form)</i>
<b>Person of contact (contact details):</b>	<i>(copied from application form)</i>
<b>Title of the project:</b>	<i>(copied from application form)</i>
<b>Acronym:</b>	<i>(copied from application form)</i>
<b>Accredited Service Provider:</b>	<i>(copied from application form)</i>
<b>Cost of Service (VAT excluded) in Euros:</b>	<i>(copied from application form)</i>
<b>PROJECT DESCRIPTION</b>	<i>(executive summary copied from request for payment)</i>
<b>RESULTS</b>	<i>(from request for payment)</i>
<b>Description of Intellectual Property Rights according to the legal framework for H2020 Results.</b>	<i>(The Managing Authority guarantees that it has proceeded to review compliance by the Beneficiary with respect to the requirements established for the management of intellectual property rights)</i>
<b>OTHER REQUIREMENTS related to Correct use of the funds.</b>	<i>(the Managing Authority guarantees that it has proceeded to review compliance for the correct use of European funds in the Region, including the management of applications according to applicable regulation)</i>

The Regional ..... Managing Authority, after having assessed the Request for payment and the Documentary evidences supplied by *(date of request of payment)*, hereby certifies that the supply of services has been delivered, the provision of documentary evidences has been received, reviewed and stocked, and the final amount of.....**EUR** is to be bank transferred



to the beneficiary's or the service provider's bank account, accordingly to the Document B<sup>3</sup> (annexed to the Sub-Grant Agreement).

For this purpose, a copy of the power of Managing Authority's Representative (signatory), an original copy of IBAN/SWIFT Certificate (entity to be paid) and the account number are attached to this Certificate.

The Managing Authority is aware that this document will be considered as a valid certificate if fully fulfilled and mentioned documents are attached. Moreover, this certificate and documents will be posted to Innovoucher coordinator not later than **1<sup>st</sup> April 2019**.

This Grant is 100% funded by European Union's Horizon 2020 research and innovation programme - grant agreement No. 671295.

<b>Region and Managing Authority</b>	<i>From the list of partners (Region &amp; Name of Managing Authority)</i>
<b>Managing Authority's Legal Representative (s)</b>  (a copy of the power of attorney will be provided).	
<b>Position</b>	
<b>Signature</b>	<i>(electronic signature if possible, or a scanned signed copy)</i>
<b>Date</b>	

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<sup>3</sup> If the account number of the beneficiary or service provider has been changed, the Managing Authority will provide an updated document B (annex to the sub-grant agreement) to the Coordinator.