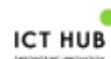


D3.4 Call Documentation



This project has received funding from the European Union's Horizon Europe research and innovation programme under grant agreement No101073781



D3.2	Work Package No.	WP3	Task/s No.	<Task 3.1>
Work Package Title	RECRUITMENT			
Linked Task/s Title	Task 3.4 Open call Publication			
Status	Final			
Dissemination level	Public			
Due date deliverable	<2023-30-09>	Submission date	<2023-03-10>	
Deliverable version	Version 1			

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Document History

Version	Date	Comment
0.1	2023-22-09	First Draft
0.4	2023-02-10	Final Draft



Introduction

D3.4 Call Documentation is comprised by:

- Open Call 4 Guidelines for applicants (text of the call & evaluation criteria),
- Open Call 4 Application form,
- Open Call 4 Sub-grantee agreement template
- Open Call 4 Open Call leaflet

To support the creation of this documents, Website, F6S platform Organization pages and Application pages have been created, which contain a Q&A sections and FAQ.

This deliverable will be updated for every next open call, namely:

- Cohort 5: Data & AI - Q1 2024

X2.0 OC#4

Guide for Applicants

Smart Cities and Sustainability

Closing date for proposals:

11 December 2023 at 17:00 CET



This project has received funding from the European Union's Horizon Europe research and innovation program under grant agreement No101073781



zabala

ICT HUB



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Terms and Definitions

This section describes the relevant terms that are used in the open call documentation. Unless otherwise stated, the definition of a term is the one stated in this section.

Table 1 Terms and Definition

Term	Definition
X2.0 Consortium / consortium	Group of legal entities that are cumulatively responsible for implementing the X2.0 project as defined in the Grant Agreement number No101073781.
Applicant	Company that intends to submit or has submitted a proposal to the funding program.
Beneficiary	Company that has submitted a proposal to the funding program that has been accepted for funding and has signed or is in the process of signing a sub-grant agreement.
External Evaluator	An expert that has been invited by X2.0 Consortium to assist in the evaluation of the proposal submitted to the funding program. Experts cannot have conflicts of interest and are bounded by their own confidentiality agreement.
Open Call / OC	Application process and timeline during which the applicants submit an application to be selected to the program
Impact Builder	Company or Individual who due to their expertise engages in the X2.0 program as a Service Provider
Proposal phase	Period when applicants can submit proposals to the open call. Each open call has a fixed deadline that is automatically enforced.
Evaluation phase	Period when the consortium evaluates and ranks the applications. At the end of the phase, all proposals are notified of the results of the evaluation.
Contract preparation and signing phase	Period when the selected proposals and the consortium complete the administrative procedures to sign the sub-grant agreement and prepare administrative documents.
Implementation phase / Growth Program	Timeline of 5-6 months during which the growth program is delivered and the services by the impact builders are utilized.

1. Introduction

This document provides a full set of information regarding the 4th open call for proposals for [X2.0 - Driving DeepTech Growth](#), Smart Cities & Sustainability. In addition to these guidelines, the applicants are invited to get acquainted with the following annexes at proposal stage:

- **Annex 1 - Proposal form** - an online application form, available at F6S platform ([F6S apply page link](#))
- **Annex 2 - Applicant Declaration of Honor** (for individuals), which requires consent in the application form that all conditions of the open call are accepted by the representative.

2. About the Project

[X2.0 - Driving Deep Tech Growth](#) is an EU-funded deeptech growth program that seeks to ensure the scaling up of EU deeptech startups by providing custom, industry-focused, 5 months growth programs that will act as a catalyst in delivering market-ready applications and technology solutions in 5 key impact areas: Manufacturing & Circular Economy, AgriTech, HealthTech & BioTech, Smart Cities and Sustainability, and Data & A.I.

The X2.0 is a sustainable legacy project of X-Europe and aims to leverage its predecessors' established ecosystem, network, proven innovation action/Startup Europe methodology, and learnings, to generate a next-gen coordination action mechanism.

X2.0 main objectives are to:

- To upskill and upscale deeptech startups
- Connect and nurture EU deeptech ecosystems
- Reinforce the European Innovation Council offer

During its timeframe, X2.0 will distribute €1.5M via innovation vouchers to the third parties (startups, SMEs and scaleups) to access the services provided according to their individual needs by the industry impact builders.

This document provides the relevant information regarding the fourth open call for proposals for the X2.0 project, also referred to as X2.0 – Open Call #4- Smart Cities & Sustainability. The budget available for this Open Call is €300,000 which will be used for innovation vouchers.

The call is open for submission from 10 October 2023 to 11 December 2023, 17:00 CET.

3. OC#4 Smart Cities & Sustainability Information

X2.0 cohort 4 focuses on Smart Cities and Sustainability domains and seeks innovative and impact-driven deeptech startups! This time around we are looking for teams that aim to leverage latest technology or scientific discoveries to enhance the quality of life for residents and urban environments all the while promoting a sustainable practices and way of life.

This cohort focus encompasses a wide range of sub-topics and areas of focus which can be seen to overlap and interconnect. That's why below you can see an overview of our focus.

- **Urban Mobility & Clean transportation**, focusing on innovations that focus on public transportation and traffic management and congestion reduction; electric vehicles, hydrogen-powered vehicles, autonomous vehicles; bike-sharing and pedestrian-friendly initiatives.
- **Urban Planning and Development** innovations that enhance city planning and architecture; IoT sensor networks, smart city data platforms; sustainable building and construction; green spaces planning.
- **Public Safety and Security** innovations focused on smart surveillance and cybersecurity solutions for urban safety.
- **Energy Efficiency** solutions such as smart grids and energy-efficient buildings; innovations that aim to advance solar, wind, and energy storage solutions.
- **Circular Economy** ventures that focus on urban environments
- **Resource Efficiency** startups that work on reducing resource consumption.
- **Water and Air Quality** startups developing purification and pollution monitoring tech; Smart irrigation for urban spaces.
- **Waste Management** technologies for recycling and waste-to-energy conversion within cities
- **Climate Change Mitigation** addresses carbon capture and resilient infrastructure.
- **Environmental Monitoring** focuses on tracking biodiversity and climate data for informed decisions.
- **Resilience and Disaster Preparedness**: disaster resilience planning, early warning systems, critical infrastructure protection, and emergency response coordination.

We are a curious bunch, so if your startup operates in other domains of Smart Cities and Sustainability, please do not shy away from applying.

The focus of the program are startups, scaleups and SMEs, operating in the deeptech domain (innovations with significant scientific advances or high-tech innovations coming from the Digital Agenda technologies, i.e. AI, Advanced Computing, Cybersecurity, Next-gen Internet, Blockchain, IoT, Greentech and Fintech technologies).

3.1 Benefits to the Startups:

The X2.0 program brings the following benefits to the selected beneficiaries:

- 30,000€ in Innovation Vouchers to be used in for growth services, mentorship and event attendance
- Access and collaboration with industry impact builders
- Matchmaking with EU corporations
- Assistance with private fundraising
- Custom EU funding and public procurement ecosystem
- Jobs promotion
- General promotion

Selected beneficiaries will embark on a 5-month custom deeptech program, leveraging the most needed services that will ensure growth, impact and cross border connections. In particular, validated industry experts (impact builders) will be matched with the startups to provide a longer and more impactful mentorship based on the needs assessment performed by the projects Venture Capital and Innovation Experts partners (ICT Hub and Zabala).

X2.0 has categorized the most typical needs that a deeptech startup might need. Leveraging this Innovation Matrix methodology (see table below), the established on-demand and custom services may arrive from the 6 categories. The subcategories listed below each pillar are the examples of the individual needs/services that may be tackled. Additional needs/services may be considered, as long as they fit under the 6 categories.

Table 2 Innovation Matrix covering service categories

Financing / Investment seeking	Technical / deeptech aspects	Biz dev. & scaling up
<ul style="list-style-type: none"> • 1on1 mentorship w/ investor • Consultancy Services for proposal writing, innovation structuring, investment readiness, consortium building • Investment readiness trainings, & coaching 	<ul style="list-style-type: none"> • 1on1 Mentorship w/ tech expert from the relevant deeptech field • Access to DIHs, R&D centers, test laboratories and promo in their regions • Tech consulting • Knowledge and innovation transfer • Infrastructure and Software 	<ul style="list-style-type: none"> • 1on1 mentorship w/ business expert • Acceleration/incubation program • Group training on specific topics (tech transfer, Scaling up processes, Sales, Data Legislation....)
Promotion & Communication	Internationalization / Soft-landing	Commercialization & Legal aspects

<ul style="list-style-type: none"> • 1on1 mentorship w/ Digital Marketing Expert • Growth Hacking Training • Paid Promotional Campaigns 	<ul style="list-style-type: none"> • 1on1 mentorship w/internationalization expert • Soft-landing missions or boot camps • Support on finding local partners 	<ul style="list-style-type: none"> • 1on1 mentorship w/Lawyer or commercialization expert • Certification consultancy • Patent consultancy • Training on Market, IPR, Tech surveillance
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X2.0 is establishing a validated base of European impact builders which will also be available on the website. This database will be baseline for establishing the relationship between impact builders and startups.

At the beginning of the Growth program, impact builders (mentors) will work with startups to set Key Performance Indicators (KPIs) specific to each individual startup during the program's duration.

Setting KPIs involves assessing and prioritizing the startup's needs and establishing expectations from the program based on the startup's development / scale up stage. After setting KPIs, mentorship activities will focus on helping startups maximize the value offered by the program and achieve notable progress.

A mentor is someone with practical experience in one of the 6 categories from the Innovation Matrix, willing to build partnerships and connections, who understand the technology in terms of business and development and have capacities to guide in the process of scaling up. Mentors will help overcome serious bottlenecks that needs assessment experts recognized in one of the 6 categories from the Innovation Matrix.

Also, during the application process, startups can propose a known impact builder with who they want to work with (and spend their innovation voucher on), however this engagement will need to be approved by the X2.0 Consortium during the needs assessment period which takes place after the selection of startups.

30,000 EUR per startup in Innovation Vouchers will be made available to use for acquiring the services and mentorship provided by the industry impact builders.

Table 3 Innovation Vouchers

Innovation Voucher	Amount	Aspects covered
Travel Voucher	5,000 EUR	Cost of Transport, accommodation for Events (min 2 events attended)
Growth services coming Innovation Hub Matrix	Max 20,000 EUR	Minimum of 2 Services acquired from the 6 categories of the Innovation Matrix
1-on-1 specific mentorship	At least 5,000 EUR	1-on-1 Mentoring Sessions and Services delivered by the expert from domains covered by the 6 categories of the Innovation Matrix

3.2 Open Call Webinar

Open call Webinar will be organised to support applicants during the application period. Please register to this webinar to hear directly from the consortium running this program and to ask questions.

Open Call Webinar – **09 November 2023 10:00 am CET** – <https://www.f6s.com/x2.0-oc4-info-webinar/>

3.3 Origin of the funds

Selected applicants will sign a dedicated sub-grant funding agreement with the X2.0 consortium. The funds attached to the Sub-grant funding agreement that the startups will be signing when accepted comes directly from the funds of the European project X2.0 and therefore remain property of the EU until the payment of the balance, whose management rights have been transferred to the project partners in X2.0 via European Commission Grant Agreement No. 101073781.

4. Eligibility Criteria

The following eligibility criteria, related to the applicants, funding, and proposals apply.

4.1 Applicant's eligibility

All applicants must meet the requirements described in this section to be eligible for the X2.0 – Open Call #4 Smart Cities & Sustainability.

- Submissions will ONLY be accepted through the F6S platform and respective page dedicated to the X2.0 – Open Call #4 [F6S application page](#).
- Fit within the target audience as indicated in section 4
- To be based in an eligible Horizon Europe country as indicated in section 4.

The application and all requested documents are provided only in English.

4.2 Types of applicants

The accepted applicants are individual legally established entities under the category of start-ups in the form of SMEs or small mid-cups.

A **SME** will be considered as such if accomplishing with the Commission Recommendation 2003/361/EC. As a summary, it consists of enterprises that employ fewer than 250 persons and have either an annual turnover not exceeding EUR 50 million, or an annual balance sheet total not exceeding EUR 43 million.

Small mid-cap means an enterprise employing up to 499 employees.

The following additional conditions apply:

- The participating organisations should not have been declared bankrupt or have initiated bankruptcy procedures.

- The organisations or individuals applying should not have convictions for fraudulent behavior, other financial irregularities, and unethical or illegal business practices.
- The participants must have a 9-number Personal Identification Code (PIC) - Register [here](#) if you don't have one.
- Please be aware that Startups can apply to sister projects of X2.0 (SynergistEIC or Ventures Thrive) as long as their cumulated amount received/granted is not above 60,000 EUR.

Note: Third parties receiving Financial Support from X2.0 through the open call will not become part to the X2.0 Grant Agreement. The X2.0 Grant Agreement will not need to be amended to include the selected beneficiaries.

4.2.1 Eligible Countries

Single legal entities established in any of the following countries are eligible to participate in the X2.0 – Open Call #4:

- The Member States (MS) of the European Union (EU), including their outermost regions.
- The Overseas Countries and Territories (OCT) linked to the Member States;
- Horizon Europe associated countries (those that have signed an agreement with the EU as identified in Article 7 of the Horizon Europe Regulation): according to the updated list published by the EC;

4.2.2 Conflict of Interest

Applications will not be accepted from entities who are partners (beneficiaries) or linked-third parties in the X2.0 consortium or who are formally linked in any way to the partners/ linked-third parties of the consortium. This excludes, for example, entities that have already engaged with and/ or contributed to the project through specific activities/ initiatives (e.g., Impact Builders (Service Providers) etc.) who remain independent from the project. Any individual/ entity with a previous link to an X2.0 beneficiary (e.g., spin-off), will not be accepted, unless a minimum of 2 years (as of the 5 Jan. 2023) has passed since the termination of the link.

Applicants must not have any current and/or potential conflict of interest with the X2.0 – Open Call #4 selection process and during the whole program. Applicants must formally and immediately notify the X2.0 coordinator (via info@x2-0.eu) of any situation constituting or likely to lead to a conflict of interests and take all the necessary steps to rectify this situation.

All cases of conflict of interest will be assessed case by case. Applicants must take all measures to prevent any situation where the impartial and objective evaluation and implementation of the project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). If a conflict of interest is discovered and confirmed at the time of the evaluation process, the proposal will be considered as non-eligible and will not be evaluated.

4.3 Proposal Submissions

The X2.0 – Open Call #4 is a competitive funding program. Only one proposal per applicant (legal entity) can be submitted to this open call. In the event of multiple submissions by an applicant, only the last proposal received (timestamp of the system) will enter the evaluation process (and regardless of the track to which a

proposal is being submitted to). Any other submitted proposals involving the same applicant will be declared non-eligible and will not be evaluated in any case.

Only proposals submitted before the deadline will be accepted. After the call closure, no additions, or changes to received proposals will be considered. The deadline for this call is 11 December 2023 at 17:00 CET.

5. Open Call: submission, selection, and negotiation process

5.1 Proposal preparation and submission

5.1.1 Proposal Preparation

Application form will be divided in different sections: 1) Basic Information, 2) Company business, market and growth strategy, 3) Technical aspect, 4) Team capacities, 5) Program fit, 6) Traction and EU funding experience, 7) Impact, 8) Pitch deck, 9) Ethics and Data Requirements Consent, 10) Declaration of Honor Consent.

Applicants must consider the following steps when preparing their proposal:

- For the proposal preparation, applicants are required to apply online and answer all mandatory questions (with no exception)
- Applicants that do not accept the terms and conditions, consent to the Declaration of Honor and the Data and Ethics practices will not be eligible
- Be specific and concise. Questions in the online form have character limitations.
- It is strongly recommended not to wait until the last minute to submit the proposal. Failure of the proposal to arrive in time for any reason, including communications delays, automatically leads to rejection of the submission. The time of receipt of the message as recorded by the submission system will be definitive.
- The failure to submit a proposal on time, for any reason, including network communications delays or working from multiple browsers or multiple browser windows, is not acceptable as an extenuating circumstance. The time of receipt of the application as recorded by the submission system will be definitive.
- Additional material, which has not been specifically requested in the online application form, will not be considered for the evaluation of the proposals. Data not included in the proposal will not be considered.
- X2.0 offers a dedicated support channel available for proposers at info@x2-0.eu or via the F6S Application Page discussion board. Requests or inquiries about the submission system or the call itself, received AFTER the closure time of the call will neither be considered nor answered.

- If the applicant discovers an error in the proposal, and if the call deadline has not passed, the applicant may request the X2.0 team to re-submit the proposal (for this purpose please contact info@x2-0.eu).

5.1.2 Means of submission

The X2.0 page on the [F6S platform](#) will be the entry point for the submission of all proposals to the X2.0 open calls. Any proposal submitted through other channels will be automatically rejected.

Any documentation that is required and requested by the X2.0 consortium should be submitted via a dedicated channel that will be indicated by the consortium during the execution of the sub-granted projects.

The deadline for submission of proposals is **11 December 2023, 17:00 CET** (Brussels time). The deadline of the open call will not be extended unless a major problem with the F6S platform makes the system unavailable.

A full list of applicants will be prepared containing their basic information for statistical purposes and clarity, which will be also shared with EC for transparency.

5.2 Language

English is the official language for the X2.0 open calls. Submissions done in any language other than English will not be eligible or evaluated. English is the only official language during the whole implementation of the X2.0 program. This means that any requested submission of documentation and deliverables will be done in English to be eligible.

5.3 Documentation Formats

Any documentation requested in any of the phases of the open call and projects' implementation must be submitted electronically in PDF format without restrictions for printing.

5.4 Data Protection

To process and evaluate applications, X2.0 will need to collect personal and industrial data. F6S Network Limited (F6S) will manage the data submitted through the F6S platform for these purposes. The F6S platform's system design and operational procedures ensure that data is managed in compliance with the General Data Protection Regulation (EU) 2016/679 (GDPR). Each applicant will accept the F6S terms to ensure coverage. It should be noted that X2.0 requests the minimum information needed to deliver the evaluation procedures or the implementation of the funding program. Please refer to <https://www.f6s.com/terms> to check F6S platform data privacy policy and security measures.

5.5 Proposal Evaluation and Selection

5.5.1 Step 1: Eligibility verification

An initial eligibility verification will be done by the X2.0 consortium to filter out and discard non-eligible proposals. Proposals must meet ALL the following eligibility criteria, which will check the rules as expressed in section 4.

Proposals marked as non-eligible (for not meeting one or more of the eligibility criteria) will get a rejection letter with a justification. No additional feedback on the process will be given.

5.5.2 Step 1: Internal Evaluation and Shortlisting for External Evaluators

Eligible proposals will move to the Step 1 evaluation performed by X2.0 consortium to filter the best and most suitable proposals.

This will be a simple evaluation where each section will be scored from 1 to 5 (See Table 3 for detail). The best 30 proposals in the ranking reaching the threshold in each section (3 out of 5) will be selected for the Step 2 evaluation.

The evaluated sections will be:

- Section 3: Company business, market and growth strategy
- Section 4: Technical aspect
- Section 5: Team capacities
- Section 6: Program fit and Motivation
- Section 7: Impact

It is estimated that 3 times the number of proposals to be selected will pass to the Step 2 evaluation.

Proposals under the Top30 position will get a rejection letter with a notification of not passing Step 1. No additional feedback on the process will be given.

5.5.3 Step 2: External Remote Evaluation

Proposals ranked in the Top30 in Step 1 will move on to the external evaluation phase. The external evaluation will be done remotely by expert evaluators.

The evaluators will be selected from a pool of experts that will be established through a call for expressions of interest. The call will invite experts to provide their expertise in the domains of AgriTech, professional and/or academic experience, as well as experience in evaluations.

At least two external evaluators will evaluate each proposal and will be distributed considering their domains of expertise and, whenever possible, country of origin.

The proposals will be scored based on the criteria below (Table 4).

Table 4 X2.0 - Open Call #4 evaluation criteria

Evaluation Criteria (EC)	Description
EC1. Economic and business potential (25%)	<ul style="list-style-type: none"> Robustness of the business model and strategy for commercialisation and scale. Potential of the envisaged growth, sustainability, and revenue.
EC2. Excellence (30%)	<ul style="list-style-type: none"> Technical/scientific robustness and innovativeness of the deep tech solution with which you are applying to the program Uniqueness of the solution/product/service Quality of the team and balance of gender and skills
EC3. Impact (30%)	<ul style="list-style-type: none"> Technological impact - ability to implement advanced technologies, advance the state of the art and transfer knowledge to the community; Socio-economic impact - environmental, sustainability, management skills, SME organisational culture, human centric organisation, incorporation of user-centric technology development while encouraging inclusiveness, and incorporation of European social and ethical values and contribution to Sustainable Development Goals.
EC4. Special focus (10%)	<ul style="list-style-type: none"> Special focus will be given to startups that have Seal of Excellence, are coming from Widening Countries or that have female entrepreneurs / founded or co-founded by women, holding a top management position (chief executive officer (CEO), chief technology officer (CTO), chief scientific officer (CSO), or equivalent).
EC5. Motivation (5%)	<ul style="list-style-type: none"> Interest in the X2.0 program and level of need for the services to support the company to grow/develop/scale

Each criterion will be scored between 1 and 5. Half point scores are not given. For each criterion under examination, score values will indicate the following rationale:

Table 5 .0 - Open Call #4 scoring rationale

Score	Rationale
1 / POOR	The sub-project proposal fails to address the criterion or cannot be judged due to incomplete or missing information.
2 / FAIR	The sub-project proposal broadly addresses the criterion, but there are significant weaknesses.

3 / GOOD	The sub-project proposal addresses the criterion well, but several shortcomings are present and minor weaknesses would need correcting.
4 / VERY GOOD	The sub-project proposal addresses the criterion very well, but a small number of shortcomings are present and specific improvements are possible.
5 / EXCELLENT	The sub-project proposal successfully addresses all relevant aspects of the criterion. Any shortcomings are minor.

The final score (including for each criterion) is the average of the two evaluations provided by the external evaluators. The threshold for each criterion is three (3), therefore the overall score threshold is 15. This indicates that if a proposal scores less than 3 in any criterion or an overall score less than 15, the proposal is automatically rejected. Any proposal scoring less than 3 on any criterion will automatically be disqualified. The total maximum score is 25.

Each evaluator will record his/her individual assessment of each proposal using an Individual Evaluation Report (ISR).

5.5.4 Step 3: Ranking of proposals

At the end of the remote external evaluation process, the scores of the two evaluators will be considered to calculate the average scores. All proposals will be ranked in lists. The criteria for the ranking of the proposals will be following the rules:

- **Rule 1:** Proposals will be ranked based on their overall score (sum of scores for criteria 1 to 5).
- **Rule 2:** After applying Rule 1 and if there are proposals in the same position, priority will be given to proposals that have the highest score on EC4.

5.5.5 Step 4: Consensus meeting and Final Selection

The top-ranked proposals (10 proposals per OC) will be presented and approved in a Consensus meeting inviting the evaluators and the X2.0 partners. If there is a major deviation between evaluators or major objection by any participant in the meeting for a justified reason, this will be discussed to have consensus and approve the list of selected applicants.

The selected beneficiaries will be invited to sign a subgrantee agreement. Proposals that do not make the cut but have been evaluated by the external evaluators will be notified and provided with an Evaluation Summary Report (ESR).

5.6 Redress process

Within three (3) working days of receiving (1) a rejection letter informing the proposal as non-eligible or not passing the Step 1 evaluation (2) an ESR ranking the proposal below the selection borderline, an applicant

may submit a request for redress if they believe the results of the eligibility checks have not been correctly applied, or if they feel that there has been a shortcoming in the way their proposal has been evaluated that may affect the final decision on whether to enter the program. In such a case, an internal review committee from X2.0 will examine the applicant's request for a redress. The committee's role is to ensure a coherent interpretation of such requests, and equal treatment of applicants.

Requests for redress must:

- Be related to the evaluation process or eligibility checks.
- Clearly describe the complaint.
- Received within the time limit (three (3) working days) from the reception of the rejection letter.

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

Please note:

- This procedure is concerned only with the general evaluation and/or eligibility checking process. The committee will not question the scientific or technical judgment of the evaluators.
- A re-evaluation will only be carried out if there is evidence of a shortcoming that affects the final decision on whether to fund the proposal or not. This means, for example, that a problem relating to one evaluation criterion will not lead to a re-evaluation if a proposal has failed anyway on other criteria.

The evaluation score following any re-evaluation will be regarded as definitive. It may be lower than the original score.

All requests for redress will be treated in confidence and must be sent to the X2.0 team at: info@x2-0.eu

In the case where a proposal under the redress process is re-evaluated and the new evaluation score is higher, it will be compared with the proposal that has entered the funding program with the lowest ranking (in the corresponding track). The comparison will use the ranking rules as detailed in Step 4 (section 5.5.5). In case the proposal under the redress process ranks higher, then both proposals will be invited to enter the funding program.

5.7 Sub-project negotiation and onboarding

At the end of the evaluation phase, 10 proposals from all the proposals will be selected. The other proposals that were invited to the Step 2 evaluation will remain in a reserve list in case a selected proposal fails to sign the sub-grant agreement.

5.7.1 Preparation and Signature of the Agreement

After the evaluation phase is concluded and the proposals are selected, the X2.0 consortium will start the contract preparation phase in collaboration with the representatives of the beneficiaries that have been awarded.

Contract preparation will run through an administrative and financial check. Depending on the contract preparation of each sub-project, a phone call or teleconference may be required and organised to clarify any pending questions.

The objective of the contract preparation is to fulfill the legal requirements between the X2.0 consortium and each beneficiary of the open call.

The following actions must be carried out in order to enter into the Sub-Grant Agreement:

Status information of the beneficiaries:

- **SME Declaration Form, which evaluates the status of the SMEs.**
- **SMEs/start-ups.** If the applicant has been fully validated as an SME on the Beneficiary Register of the Funding and Tenders Portal, the PIC number has to be provided. An SME checklist form will be required to prove the status as an SME if the applicant has not been fully validated as an SME on the Portal.
- **Legal existence and country of establishment.** Company Register, Official Journal and so forth, showing the name of the organization, the legal address and registration number and, if applicable, a copy of a document proving VAT registration (in case the VAT number does not show on the registration extract or its equivalent).
- **Bank account information:** The account where the funds will be transferred will be indicated via form signed by the SME and the bank owners. The holder of the account will be the SME.
- **Sub-grant agreement template,** which provides a template of the sub-grant agreement that the successful applicants will be requested to signed

5.7.2 Step 2: Contract signature

At the end of the contract preparation and negotiation phase, the sub-grant agreement will be signed between the X2.0 consortium represented by its coordinator (F6S) and the Beneficiary.

The request of the above listed documentation by the X2.0 consortium will be sent to the sub-project representatives, including deadlines by which information and documentation should be sent. In general, the sub-project negotiation should be concluded within 2 weeks. An additional week may be provided by the X2.0 coordinator in case of a relevant reasoning. In case negotiations have not been concluded within the above period, the proposal is automatically rejected and the next proposal in the reserve list is invited to initiate the contract preparation.

6. Implementation and reporting

After the finalization and signing of the sub-grant agreement, the awarded sub-projects will be included in the need assessment process after which they will move into the implementation phase / growth program. The growth program will run for 5 months and consists of three phases, where each phase is followed by reporting requirements.

Growth program of the OC4 will last 5 months and will start on **15 February 2024 and finish on 15 July 2024**. The timeline split by phases is presented below:

Table 6 program timeline

Phases	Duration	Associated Reports
Phase 1	Month 1	Work Plan + KPI establishment
Phase 2	Months 2 -3	Travel Report(s) Mentorship Report(s) Report(s) from Service deliveries from the 6 innovation matrix categories
Phase 3	Months 4-5	Travel Report(s) Mentorship Report(s) Report(s) from Service deliveries from the 6 innovation matrix categories Satisfaction Surveys & Impact Assessment

By entering the X2.0 Open Call, applicants agree to comply with the program outline and deliver the results expected in each phase.

Phase 1

Description	Expected outcome and report	Funding
Within this stage, individual growth programs are planned and detailed between each applicant and Impact builder. X2.0 partners will oversee this.	The applicant will together with Impact builder produce a report which will be a plan of the services to be delivered and indicating their goals and outcomes	30% of allocated total innovation voucher budget will be released to the startup 2 weeks after signing the sub-grantee agreement

Phase 2

Description	Expected outcome and report	Funding
Within this stage, the sub-projects embark on the service delivery,	1 st phase report(s) by the impact builders, summarizing the progress,	40% of allocated total innovation voucher budget will

event attendance, and their developments to realize the defined work plan from Phase 1.	KPIs and outcomes achieved, the problems encountered, the potential deviations, the lessons learned and a budgetary-related subsection.	be released to the startup after the 1st report(s) is sent and approved by the X2.0 partners.
---	---	---

Phase 3

Description	Expected outcome and report	Funding
This phase is the continuation of the Phase 2 and focus finalization of the service deliveries and event attendance.	2 nd phase report(s) by the impact builders, summarizing the progress, KPIs and outcomes achieved, the problems encountered, the potential deviations, the lessons learned and a budgetary-related subsection. This document also reports evaluation of the engaged impact builders	The remaining funds will be transferred 2 weeks after project completion / approved final report(s).

Each sub-project will go through 2 reviews, each one highlighting the end of a phase. The reviews will be organized by the X2.0 consortium. The applicant should deliver at least 1 week in advance the reports so that the reviewers will be able to read them. The tentative timeline of phases and reviews may be subject to changes in accordance with service delivery plan and the reviewers’ availability.

If required, and for any stage, a meeting may be scheduled to further assess the progress of the sub-projects and clarify any doubts on the deliverables provided. The payment associated with each phase will be disbursed once the respective deliverables have received positive assessment (up to 15 calendar days after the report has been approved).

7. Responsibilities of beneficiaries

7.1 Conflict of Interest

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the sub-project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (‘conflict of interests’).

They must formally notify the X2.0 consortium without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The X2.0 coordinator will verify if the measures taken are appropriate and may require additional measures to be taken by a specific deadline. If the sub-contract consortium member breaches any of its obligations, the sub-contract may be automatically terminated. Moreover, costs may be rejected.

7.2 Data protection and confidentiality

During implementation of the sub-project and for four years after the end of the sub-project, the parties must keep confidential any data, documents, or other material (in any form) that is identified as confidential at sub-contract signing time ('confidential information').

If a beneficiary requests it, the EC and the X2.0 consortium may agree to keep selected information confidential for an additional period beyond the initial four years. This will be explicitly stated in the sub-contract.

If information has been identified as confidential during the sub-project implementation or only verbally, it will be confidential only if this is accepted by the X2.0 coordinator and confirmed in writing within 15 days of the verbal disclosure. Unless otherwise agreed between the parties, they may use confidential information only to implement the agreement. The sub-project consortium may disclose confidential information to the X2.0 consortium and to the selected reviewers, who will be bound by a specific Non-Disclosure Agreement.

7.3 Promoting the action and give visibility to the EU funding

The beneficiary must promote the sub-project, the X2.0 project and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner and to highlight the financial support of the EC.

Unless the EC or the X2.0 coordinator agrees otherwise or unless it is impossible (requiring a valid justification), any promotion activity related to the action (including in electronic form, via social media, etc.), any publicity (including at a conference or seminar) or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment and major results funded by the sub-grant must:

- display the EU emblem.
- display the X2.0 logo.
- Include the following text:

For communication activities: "The [sub-project acronym] has indirectly received funding from the European Union's Horizon Europe research and innovation action program, via the X2.0 Open Call #4 issued and executed under the X2.0 project (grant agreement No101073781)".

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

Any publicity made by the beneficiary regarding the sub-project, in whatever form and or by whatever medium, must specify that it reflects only the author's views and that the EC or the X2.0 project is not liable for any use that may be made of the information contained therein.

The EC and the X2.0 consortium shall be authorized to publish, in whatever form and on or by whatever medium, the following information regarding the beneficiary:

- The name of the beneficiary.
- Contact address of the beneficiary.
- The general purpose of the sub-project.
- The amount of the financial contribution foreseen for the sub-project; after the final payment, and the amount of the financial contribution received.
- The geographic location of the activities carried out.
- The list of dissemination activities and/or of patent (applications) relating to foreground.
- The details/references and the abstracts of scientific publications relating to foreground and, if funded within the sub-project, the published version or the final manuscript accepted for publication.
- The publishable reports submitted to the X2.0 consortium.
- Any picture or any audio-visual or web material provided to the EC and X2.0 in the framework of the sub-project.

The beneficiary shall ensure that all necessary authorizations for such publication have been obtained and that the publication of the information by the EC and X2.0 does not infringe any rights of third parties.

Upon a suitably justified request by the sub-project coordinator on behalf of any sub-project member, the X2.0 consortium, if permission is granted by the EC, may agree to forego such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security, academic or commercial interests.

7.4 Financial audits and controls

The EC will monitor that X2.0 consortium and the open call beneficiaries comply with the conditions for financial support to third parties set out in Annex 1 of the X2.0 GA and may take any action foreseen by the GA in case of non-compliance of the beneficiary concerned. Moreover, the EC may at any time during the implementation of the X2.0 project and up to 5 (five) years after the end of the X2.0 project, arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including the European Anti-Fraud office (OLAF). The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic, and other aspects (such as accounting and management principles) relating to the proper execution of the grant agreement. They shall be carried out on a confidential basis.

The beneficiary shall make available directly to the EC all detailed information and data that may be requested by the EC or any representative authorized by it, with a view of verifying that the grant agreement

is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it. This information and data must be precise and complete.

The beneficiary shall keep all sub-project deliverables and the originals or, in exceptional cases, duly authenticated copies – including electronic copies – of all documents relating to the sub-project contract for up to five years from the end of the project. These shall be made available to the EC when requested during any audit under the grant agreement.

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

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

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

The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.

In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC to protect the European Communities' financial interests against fraud and other irregularities.

7.5 Sub-project communication

The sub-project official representative should:

- Onboard on the X2.0 Slack Channel with at least one representative
- Provide any notice in writing to the X2.0 Coordinator.
- Notify immediately of any change of persons or contact details to the X2.0 coordinator. The address list shall be accessible to all concerned.

8. Contact Information

The X2.0 consortium will provide information to the applicants exclusively via [F6S application page](#) so that all information (questions and answers) will be accessible to all potential applicants.

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

- More info at: [Project website](#)
- Apply via: [F6S application page](#)
- F6S support team (for platform issues during the application): info@x2-0.eu
- Other support: info@x2-0.eu

9. Annex 1: Application Form Template

SECTION: X2.0 Cohort 4 Application Form

This is the STARTUP application form of X2.0 Cohort 4: Smart Cities & Sustainability. All X2.0 services are free of charge thanks to the Horizon Europe program.

Other info:

+INFO: www.x2-0.eu

Make sure to be concise in your application - this is your time to tell us why we should select you!

SECTION: Basic Information

1. Company name:
2. Main contact person Name and Last Name (C- Level Representative)
3. Contact email:
4. Phone number:
5. Gender:
 - a. Male
 - b. Female
 - c. Other
 - d. Prefer not to say
6. In which country is your start-up based?
7. How did you hear about this program?

- Referral (Please specify Person or Organization)
 - News and Media (Please specify media source.)
 - Events (Please specify.)
 - Social Media (Please specify Person or Organization)
 - F6S
 - ICT Hub
 - Zabala
 - Other (Please specify Person & Organization)
8. What is your company registration or VAT number?
9. Please provide your 9-digit Participant Identification Code (PIC). *(If you have not done it, please register via a super quick registration process here - <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register>)*
10. Incorporation year:
11. Have you or are you planning to apply to the open calls organized by X2.0 sister project? (SynergistEIC or Ventures Thrive)
- a. Yes
 - b. No

SECTION: Company business, market and growth strategy

12. Please describe the product/service/solution with which you are applying to this program in a concise and straightforward manner from the business perspective. *(In case you have multiple solutions, please focus on one)*
13. Please describe its unique selling point
14. Please describe your target audience and ideal customer profile
15. Who are your competitors and how do you stand out from them?
16. In which of the following categories would you classify your SME?
- Pre-MVP and MVP
 - Product Market Fit
 - Scaling in products and markets
17. Business Model Type
- B2B
 - B2C
 - B2C2B
 - B2G
 - C2C
18. Please briefly describe your business model:
19. Last VC Funding round or any other financing initiative type:
- We are bootstrapped

- Public Funding & Grants
 - Angel
 - Pre-Seed
 - Series A
 - Series B-C
20. What is your company's 5-year plan? (Please provide a year-by-year growth strategy / your product/service expansion plan, revenue projection, anticipated market share growth (clients or markets entered), and KPIs you will be tracking to measure your progress yearly.)
21. Please name any supporting organizations with whom you have been involved with. Such as local or international Accelerators and Incubators, Public or Private entities, Events organizers, etc.

SECTION: Technical aspect

22. Please describe your solution from a technical/scientific perspective. Make sure to indicate what deeptech technologies do you leverage (*such as AI, ML, Big Data, Blockchain, IoT, VR, AR, Quantum Computing, 5G, etc.*), describe the innovation and maturity of the solution (*MVP, prototype, validated in operational environment, pre-commercial, already selling, etc.*).
23. Is the company's technology patent protected/copyrighted? (Please be precise and indicate if the patent is in progress, if that is the case. If you do not have an IP, patent, or other types of protection, please elaborate on the reason and/or your strategic decision for this.)

SECTION: Team capacities

24. Describe your core's team background and expertise (Hints: Please address each member of the core team's role, involvement in the company, and previous experience)
25. What is the current number of team members and/or employees?
26. Are you looking to expand your team over the next few months?
- Yes
 - No
27. Please specify the name and position of the other team member that will join the X2.0 program
28. Are there women in leadership positions in your team? Describe.

SECTION: Program fit and Motivation

29. How is your solution contributing to the topic of the Smart Cities & Sustainability Open Call?
30. What type of X2.0 offered services will help you overcome your challenges?
- Financing / Investment seeking

- Deeptech / scientific needs
- Biz dev. & scaling up
- Promotion & Communication
- Internationalization / Soft-landing
- Commercialization & Legal needs
- Event Attendance
- Corporate Matchmaking
- Private Fundraising
- Access to Public Funding
- Talent Matchmaking
- Visibility and Promotion

31. Given your previous answer, please elaborate in more detail how X2.0 can help your company with your growth/development/scaling?

32. Do you have an impact builder (Service provider) in mind that you want to work with and with whom you want to use the voucher with?

- Yes
- No

33. Please provide the website of this Impact Builder (or LinkedIn if it is a person)

34. Please provide the email address of this Impact Builder.

35. Have you also applied to be an Impact Builder?

SECTION: Impact

Description text: *Explain how your (responsible) technology benefits both people and planet and consider the following socioeconomic factors: education, finance, and environment. If your technology is addressing any of the Sustainable Development Goals, please describe. Make sure to quantify impact in your response, for example, projected reductions in greenhouse gas emissions. We're looking for State of the Art innovations with high impact potential, please describe in detail if that's you.*

36. Explain the Technological impact of your solution (ability to implement advanced technologies, advance the state of the art and transfer knowledge to the community, implementation of user-centric technology development)

37. Explain the Socio-economic impact of your solution (environmental, sustainability, management skills, SME organizational culture, human centric organization, while encouraging inclusiveness, and incorporation of European social and ethical values and contribution to Sustainable Development Goals) *Please note that X2.0 is especially interested in companies who have a positive impact in these areas.*

SECTION: Traction and EU funding experience

38. Have you received support from EIC, H2020, Horizon Europe or other EU funded programs? *If yes, please list the names of the programs.*

39. Are you an EIC Seal of Excellence (SoE) holder?

SECTION: Attachment of the pitch deck

SECTION: Ethics and Data Requirements –

40. F6S may share the submitted data with X2.0 consortium subject and external evaluators.

- I agree

SECTION: Declaration of Honor

Declaration of Honor – If accepted, I commit to participate in the full program. Includes participation in service provision, mentoring sessions, events, and responsive reporting to the X2.0 consortium.

- Yes

10. Annex 2 - Declaration of Honor on exclusion criteria and absence of conflict of interest

By agreeing to this Declaration of Honor in the application form, I declare that all provided information below is true and legally binding both for me and for the company/ organization that I legally represent:

I declare that the mentioned company/ organization is not in one of the following situations:

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

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

I declare that:

- . Neither any person nor I that I know is subject to an X2.0 project conflict of interest.
- . Neither any person or I that I know participates, controls, submits, or is associated in any way with more than one proposal.
- . I have not made false declarations in supplying the information required by participation in the open calls of the X2.0 project or do not fail to supply this information.
- . I am not in one of the situations of exclusion, referred to in the above mentioned points (a) to (f).
- . I am aware and fully accept all X2.0 conditions and rules as expressed in the open call documents

I certify that the company/ organization that I represent:



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

X2.0 OC#4

Smart Cities & Sustainability

Sub-grantee Agreement

Important note: This document is a template that contains information that should be carefully read, checked, and adjusted to the specific needs of your project.



This project has received funding from the European Union's Horizon Europe research and innovation program under grant agreement No101073781



zabala

ICT HUB





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Contracting parties

This **Agreement** ('the Agreement') is **between** the following parties:

On the one part,

F6S Network Ireland Limited established in 39 Fitzwilliam Place Dublin D02 ND61 Ireland, VAT number IE3629141FH, represented for the purposes of signing the Agreement by Mr. Nuno Varandas, acting as a legal representative of the F6S Network Ireland Limited and the Coordinator of the X2.0 – Driving DeepTech Growth (X2.0) consortium.

Hereinafter referred to as the “Coordinator”,

And, on the other part,

_____ [Organisation name/ Individual name]
established in _____, [Official address], VAT
number _____, represented for the purposes of signing the Agreement by
_____ [Name of legal representative],

Hereinafter referred to as the “Beneficiary”.

Hereinafter, all parties above are collectively referred to as the “Contracting Parties”

The Contracting Parties **HAVE AGREED** to the following terms and conditions including those in the following Annexes, which form an integral part of this Sub-Grant Agreement (hereinafter referred as the “Contract”).



General Provisions

The European Commission (hereinafter referred as the “EC”) and the Coordinator, as partner and representative of the X2.0 consortium, have signed the Grant Agreement No101073781 for the implementation of the X2.0 project – X2.0 – Driving Deep Tech Growth – within the framework of the European Union’s Horizon 2020 research and innovation programme.

The X2.0 project is implemented by the Coordinator, as coordinator of the X2.0 project, in collaboration with the other X2.0 partners. The X2.0 consortium partners have among themselves entered into a written agreement detailing their respective rights and obligations towards each other for carrying out the X2.0 project and exploiting the results thereof (“the Consortium Agreement” or “CA”).

The objective of X2.0 is to provide deeptech growth programme and ensure the scaling up of EU deeptech startups by providing custom, industry-focused, growth programme that will act as a catalyst in delivering market-ready applications and technology solutions in 5 key impact areas: Manufacturing & Circular Economy, AgriTech, HealthTech & BioTech, Smart Cities and Sustainability, and Data & A.I..

The Beneficiary has been selected for funding under the X2.0 Open Call #4 – Smart Cities & Sustainability on the positive evaluation of external evaluators.

This Contract aims at defining the framework of rights and obligations of the Contracting Parties with respect to the Beneficiary’s participation in the X2.0 Open Call #4 – Smart Cities & Sustainability.

The funding to be received by the Beneficiary is property of the EC. The Coordinator is a mere holder and manager of the funds.



Article 1 - Entry into force and termination of the contract

Entry into force

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

- SMEs Declaration form (as provided in Annex 1).
- Bank Account Information form (as provided in Annex 2).

All documents, properly signed and stamped (if applicable), shall be sent to the Coordinator, to the following e-mail: aleksandar@f6s.com and info@x2-0.eu. The Beneficiary is requested to send all requested documents in a single e-mail and with adequate identification (e-mail subject):

- X2.0 Open Call #4 – Smart Cities & Sustainability – [SME NAME] documentation.

Furthermore, X2.0 Consortium accepts the Beneficiaries consent given to Declaration of Honor (as provided in document of Guidelines for Applicants) during the application process via the F6S Open Call page and hereafter does not require this signed document for the purpose of entering in the contract with the Beneficiary.

After receipt and validation of the documentation, the Beneficiary will receive a sub-grant agreement (contract) for signature. The Beneficiary is solely responsible for the accuracy of all data provided.

The contact details of the Beneficiary for notices and communication under this contract are:

Name of contact person	[REDACTED]
Address	[REDACTED]
E-mail	[REDACTED]
Telephone/ mobile phone	[REDACTED]

Contract termination

This Contract will automatically terminate at the end of 5-month period which will happen when the Beneficiary has fulfilled all obligations in Article 2, except for those obligations that according to their content are intended to remain in effect, which keep their full force and effect (e.g., reporting on exploitation activities).

The Coordinator shall be entitled to terminate this Contract by written notice with immediate effect if the Beneficiary does not fulfil its obligations (see Article 3 - Breach of Contractual obligations).



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

Article 2 - Obligations and responsibilities of the Beneficiary

The obligations and responsibilities are defined in detail in Guidelines for Applicants.

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised relating to economic interests, political or national affinities, personal or any other direct or indirect interest ('conflict of interests').

Furthermore, the beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Service and Subgrantee Agreement could be compromised. Specifically, this relates to the contractual, effective and efficient delivery of the agreed services, as well as, in relation to confidentiality, security, ethics, data protection.

Beneficiaries are requested to perform diligent record-keeping in relation to the interaction with impact builders (financial documentation and reports).

Beneficiaries must formally notify the granting authority (X2.0 Coordinator) without delay of any situation constituting or likely to lead to a conflict of interests or an emergence of a conflict, allowing the coordinator to immediately take all the necessary steps to rectify the emerged situation

Furthermore, the Beneficiary shall provide true and accurate documentation and declarations as defined in Article 1.1.

Article 3 - Breach of contractual obligations

In the event of a breach of the contractual obligation's representations or warranties by the Beneficiary under this Contract, the Coordinator, in coordination with the X2.0 Consortium, reserves the right to terminate the Contract by written notice with immediate effect, even if such non-fulfilment is due to Force Majeure.

In the event of the breach of the contractual obligations by the Beneficiary, the Coordinator reserves the right of not fulfilling the respective payment to the Beneficiary.



The Coordinator also reserves the right to claim a refund of any already paid funds, both in case of breach of contract and/or in case the work/costs are not approved by the EC.

The Coordinator will give written notice requiring that such breach to be remedied within 30 days. In case the Beneficiary has not brought remedies from the notice, the Coordinator may decide to terminate the contract unilaterally.

Article 4 – Financial contribution and financial provisions

4.1 Maximum financial contribution

The maximum financial contribution to be granted to the Beneficiary shall not exceed the amount of **thirty thousand euros (30.000,00) EURO**.

4.2 Distribution of the financial contribution

The financial contribution to be granted to the Beneficiary will be calculated and distributed in accordance with the provisions set in Guidelines for Applicants.

The financial grant to be paid will always be subject to:

- Provision of reports and a favorable review by the X2.0 internal evaluation team responsible for assessing the sub-project in each of the phases.
 - Phase 1 – 30 % of the budget.
 - Phase 2 – 40 % of the budget.
 - Phase 3 – 30 % of the budget.
- Note: *A non-favourable review of the work carried out at the end of any phase may lead to the early termination of the contract and suspension of payments.*
- The prior notice to the Beneficiary of the date and amount to be transferred to its bank account (Annex 2 - Bank account information form), providing the relevant references.
- Payments to the Beneficiary will be made by the Coordinator. In particular:
 - The Coordinator, reserves the right to withhold the payments in case the Beneficiary does not fulfil its obligations and tasks as per Guidelines for Applicants.
 - Banking and transaction costs related to the handling of any financial resources made available to the Beneficiary will be covered by the Beneficiary.
 - Payments will be released no later than thirty (30) calendar days after the notification by the Coordinator to the Beneficiary that the work and deliverable associated to a particular phase has been approved.
 - The Beneficiary is responsible for complying with any tax and legal obligations that might be attached to this Contract.



4.2.1 Value Added Tax (VAT) in Transactions

It is assumed by X2.0 that VAT does not influence the transactions that are supposed to be made during X2.0 Program between Beneficiaries (startups) and Impact Builders.

Impact Builders should charge Beneficiaries using the reverse charge mechanism, which is a special provision within the European Union’s VAT system that shifts the responsibility for reporting and remitting VAT from the supplier (impact builder) to the customer (beneficiary / startup). The reverse charge mechanism effectively transfers the obligation to account for VAT from the supplier to the customer. In such cases the customer is required to self-assess and declare the VAT on the transaction in their VAT return instead of the supplier charging VAT on the invoice.

Beneficiaries should ensure that they are eligible to benefit from the reverse charge mechanism. Startups can check on the VIES page if they are eligible for the reverse charge mechanism. This mechanism is generally not applicable to individuals or consumer transactions, but the exact scope and implementation of the reverse charge mechanism may vary across countries, so it is essential to consult the relevant VAT regulations and seek professional advice when dealing with cross-border transactions within the European Union.

4.3 Payments schedule

The payment schedule is directly linked to the relevant phases of the sub-project according to Guidelines for Applicants, Commercial Agreements with their Impact Builders and the Work Plan established at the beginning of the program. The payment in each phase will be disbursed once all work related to a specific phase has received positive assessment, supported on the report submitted to the X2.0 team.

The financial contribution will be made to the Beneficiary by the Coordinator. During the contractual procedure, the Beneficiary will be asked to provide the respective bank account information to which the payments will be made (as provided in Annex 2).

The payment schedule (Table 1 Payment Schedule) is linked to the successful completion of specified milestones and KPIs established by the Beneficiary, Impact Builders and the Consortium partners, which will be evaluated through a reports submitted to X2.0 at the end of each phase as identified in Guidelines for Applicants. Also, worth specifying is that the payment to the startups will be a subject to the delivery of the service report of Impact Builders.

Checking the consistency between the planned service costs and resources and the delivered work of the individual services/travel will also be included in the evaluation process. If requested, the Beneficiary will have to present any documentation for the costs claimed.

Table 7 Payment Schedule

Phases	Duration	Payment Schedule	Associated Reports	Amount
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Phase 1	Month 1	2 weeks after signing the sub-grantee agreement	Work Plan + KPI establishment	30%
Phase 2	Months 2 -3	Sum will be released to the startup after the 1st set of reports is sent and approved by the X2.0 partners.	Travel Report(s) Mentorship Report(s) Report(s) from Service deliveries from the 6 innovation matrix categories	40%
Phase 3	Months 4-5	The remaining funds will be transferred 2 weeks after project completion / approved final set of reports.	Travel Report(s) Mentorship Report(s) Report(s) from Service deliveries from the 6 innovation matrix categories Satisfaction Surveys & Impact Assessment	30%

The Beneficiary should submit to X2.0 the report corresponding to second and third phase no later than seven (7) calendar days after the end of the respective phase, providing sufficient time for the X2.0 consortium to review it. A review will be held between five (5) to ten (10) calendar days after the report was delivered so that the Contracting Parties can present their work and provide answers to questions from the X2.0 consortium partners. The payment associated to each phase will be disbursed once the respective deliverables have received positive assessment (up to 30 calendar days after the report has been approved). The payments will be made to the Beneficiary subject to the receipt of an invoice or a filled out Financial Identification Form (FIF).¹ If the Beneficiary chooses to send an invoice, the invoice must include the following information:

- Project X2.0 – Grant no. No101073781
- X2.0 Open Call #4 – Smart Cities & Sustainability
- The Phase to which the payment is associated [Phase 1, Phase 2, Phase 3]
- Beneficiary information (e.g. beneficiary company name)

The invoice or the FIF is to be sent to aleksandar@f6s.com and info@x2-0.eu. Payments will only be initiated once the work has been approved. Payments will be made no later than thirty (30) calendar days after receipt of the invoice or FIF to the bank account of the Beneficiary as provided in Annex 2. All payments will be made in Euros.

Startups are obliged to pay the Impact Builders with the vouchers received. It is recommended that the phased payment schedule between the startup and the Impact Builder is established, in order to ensure the delivery and the funding of the service to be delivered.

¹ https://ec.europa.eu/info/sites/info/files/about_the_european_commission/eu_budget/fich_siqa_ba_gb_en_0.pdf



NOTE: If at any of the payment phases the X2.0 team considers that the quality of work demonstrated and/or reported does not correspond to what has been agreed, the two parties may agree to a resubmission of a report and respective reassessment. If significant improvements are not delivered after the reassessment and the sub-project is therefore considered to be in breach of their contractual obligations, X2.0 reserves the right to terminate the contract as outlined in *Article 3 – Breach of contractual obligations*.

Article 5 - Liability

5.1 Liability of the Beneficiary

The Beneficiary shall fully and exclusively bear the risks in connection with the fulfillment of its tasks and obligations under this Contract. Except in case of force majeure (Article 8), the Beneficiary must compensate the Coordinator, and the EC for any damage they sustain because of the implementation of the obligations of the Beneficiary under this Contract or because the tasks and obligations of the Beneficiary were not implemented in full compliance with this Contract.

Accordingly, neither X2.0 Consortium nor the EC can be held liable for any damage caused to the Beneficiary or to third parties because of implementing this Contract, including for gross negligence. At the same time, neither X2.0 consortium nor the EC can be held liable for any damage caused by the Beneficiary or third parties, because of implementing this Contract.

The Beneficiary shall bear sole responsibility for ensuring that its acts within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties. For this purpose, the Beneficiary shall indemnify and hold the Coordinator, and the EC harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the Coordinator, or the EC as a result thereof would incur or suffer or must pay to the EC or any third parties. In addition, should the EC have a right of recovery against X2.0 consortium regarding any or all the financial support granted under this Contract, the Beneficiary shall repay the sums in question in the terms and on the date specified by the Coordinator.

5.2 Exclusions of liability

To the extent acceptable under applicable law, in no event shall the Coordinator or other X2.0 consortium partners be liable to the Beneficiary for loss or damage caused by the Coordinator or the X2.0 consortium partners, their employees, agents and subcontractors in connection with this Contract for any of the following, however caused or arising, on any theory of liability, and even if the Coordinator and/or any other X2.0 consortium partner were informed or aware of the possibility thereof:

- Loss of profits, revenue, income, interest, savings, shelf-space, production, and business.



- Opportunities; lost contracts, goodwill, and anticipated savings.
- Loss of or damage to reputation or to data.
- Costs of recall of products.
- Any type of indirect, incidental, punitive, special, or consequential loss or damage.

In respect of any information or materials from the X2.0 consortium made available to the Beneficiary under this Contract, no warranty or representation of any kind is made, given, or implied as to the sufficiency, error-free performance, or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, in particular, but without limiting the foregoing:

- The Beneficiary shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and the consequences of such use, and
- Neither the Coordinator, the EC nor the other X2.0 consortium partners shall be liable vis-à-vis the Beneficiary in case of infringement of proprietary rights of a third party resulting from the Beneficiary's use of the information and material.

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

Article 6 - Confidentiality

6.1 Principles

Regarding all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the Sub-project and identified in writing as confidential, the terms of this Article shall apply.

6.2 Obligations

All information, in whatever form or mode of communication, which is disclosed by a Contracting Party (the "Disclosing Party") to the other Contracting Party (the "Recipient") in connection with the implementation of the X2.0 Open Call #4 – Smart Cities & Sustainability project and which has been explicitly marked as "confidential" at the time of disclosure, or, when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure (at the latest) as confidential information by the Disclosing Party, is "Confidential Information".

The Recipient hereby accepts, in addition and without prejudice to any commitment on nondisclosure towards the EC, for a period of 5 (five) years after the end of the Contract:



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

The Recipient shall be responsible for the fulfillment of the above obligations on the part of their employees or third parties involved in the implementation of X2.0 Open Call #4 – Smart Cities & Sustainability project and shall ensure that they remain so obliged, as far as legally possible, during and after the end hereof and/or after the termination of the contractual relationship with the employee or third party. The Recipient shall apply the same degree of care regarding the Confidential Information disclosed within the scope of the project as with its own confidential and/or proprietary information, but in no case less than reasonable care. Each Contracting Party shall promptly advise the other Contracting Party in writing of any unauthorized disclosure, misappropriation, or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation, or misuse.

6.3 Exceptions to the obligation of confidentiality

The information above (Article 6.2) shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

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



- The Confidential Information was already known to the Recipient prior to disclosure.
- Disclosure of the Confidential Information follows mandatory applicable laws or regulations or with a court or administrative order.

6.4 Authorized disclosure(s)

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

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

The X2.0 Coordinator's disclosure of Confidential Information to the EC and/or the other X2.0 consortium partners shall be governed exclusively by the terms of the Grant Agreement and/or the Consortium Agreement.

Accordingly, nothing in this Contract shall prevent the X2.0 Coordinator from complying with its obligations, including its reporting obligations, towards the EC and the other X2.0 consortium partners, and any such disclosures shall be subject to the terms of the Grant Agreement or Consortium Agreement.

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

- This is necessary to implement the Grant Agreement or safeguard the EU's financial interests.
- The recipients of the information are bound by an obligation of confidentiality.

Article 7 - Intellectual property rights

The Beneficiary acknowledges that all tools, modules and similar of the X2.0 partners are proprietary and owned by the respective X2.0 partner or applicable third party.

Nothing in this Contract shall transfer to the Beneficiary or other partners; it represents any license or other rights for the use of the tools, modules and similar that are property of an X2.0 partner, unless a specific agreement is established.

The results developed during the sub-project shall be exclusively the property of the Beneficiary. This does not exclude the possibility for specific agreements to be made between the Beneficiary and one or more of the partners of X2.0.



Article 8 - Force Majeure

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

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

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

No Contracting Party shall be in breach of its obligations and tasks if such a breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure as soon as possible. In case the Beneficiary is not able to overcome the consequences of Force Majeure within thirty calendar (30) days after such notification, the X2.0 Coordinator will decide accordingly, including the termination of the Contract.

Article 9 - Information and communication

9.1 Information and communication towards the EC

The Beneficiary shall, throughout the duration of the sub-project, take appropriate measures to engage with the public and the media about the sub-project and **to highlight the financial support of the EC and the X2.0 project.**

Unless the EC requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment, and major results must:

- Specify that the sub-project has received research funding from the EC through the X2.0 project.
- Display the European emblem along with the X2.0 logo. When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Beneficiary is exempt from the obligation to obtain prior permission from the EC to use the emblem.



- Specify that it reflects only the author’s views and that the EC and the X2.0 Consortium is not liable for any use that may be made of the information contained therein. The following text should be used:

“The [Company Short Name] has indirectly received funding from the European Union’s Horizon Europe research and innovation action programme, via the X2.0 Open Call #4 – Smart Cities & Sustainability issued and executed under the X2.0 project (Grant Agreement no. 101073781).”

The Coordinator, the X2.0 consortium, and/or the EC shall be authorized to publish, in whatever form and on or by whatever medium, the following information:

- The name of the Beneficiary.
- Contact address of the Beneficiary.
- The general purpose of the sub-project (publishable summary, etc.)
- The amount of the financial contribution of the EC foreseen for the sub-project. after the final payment, the amount and rate of the financial contribution of the EC accepted by the EC.
- The estimated amount and rate of the financial contribution of the EC foreseen for the Beneficiary in the table of the estimated breakdown of budget.
- The geographic location of the activities carried out.
- The list of dissemination activities and/or of patent (applications) relating to foreground.
- The publishable reports submitted (technical reports are excluded, since they are confidential).
- Any picture or any audio-visual or web material provided to the EC in the framework of the Sub-project.

The Beneficiary shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the X2.0 Coordinator, the X2.0 consortium partners, or EC does not infringe any rights of third parties.

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

9.2 Information and communication among the Contracting Parties

Any notice to be given under this Contract shall be in writing to the addresses and recipients listed above. Any change of persons or contact details shall be notified immediately to the X2.0 Coordinator. The address list shall be made accessible to all parties concerned.

Article 10 - Financial audits and controls

The EC may, at any time during the implementation of the sub-project and up to five years after the end of the sub-project, arrange for financial audits [including financial] to be carried out, by external auditors, or by



the EC services themselves, including the European Anti-Fraud office (OLAF). The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic, and other aspects (such as accounting and management principles) relating to the proper execution of the Grant Agreement. They shall be carried out on a confidential basis.

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

The Beneficiary shall keep the originals or, in exceptional cases, duly authenticated copies (including electronic copies) of all documents related to the Grant Agreement for up to five years from the end of the sub-project. These shall be made available to the EC when requested during any audit under the Grant Agreement.

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

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

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

The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.

In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC to protect the European Communities' financial interests against fraud and other irregularities.



Article 11 – Data protection

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

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

The Beneficiary acknowledges that the X2.0 Coordinator and any other X2.0 consortium partners, if appointed as data processors, are not responsible for compliance with any data protection or privacy law applicable to the Beneficiary and not directly, explicitly, and specifically applicable to data processors.

Article 12 - Obligations imposed by the Grant Agreement to the Beneficiary

The Beneficiary receives funding from the European Commission for carrying out the sub-project [REDACTED] [Beneficiary Legal Name]. Under the Grant Agreement or the Consortium Agreement, some of the obligations must be imposed on the Beneficiary. Those obligations are reflected in this Agreement. The specific obligations that the Beneficiary must ensure are described in the Multi-Beneficiary General Model Grant Agreement². These articles are included in this Contract and are fully applicable to the Beneficiary.

The Beneficiary acknowledges and agrees that these obligations comprised in this Agreement and the above-mentioned obligations of the Multi-Beneficiary General Model are fully applicable to it.

Article 13 - Miscellaneous

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

The Beneficiary shall not be entitled to act or to make legally binding declarations on behalf of the Coordinator or any other X2.0 consortium partner, and nothing in this Contract shall be deemed to constitute

² https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aaa_en.pdf



a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Contracting Parties or between the Beneficiary and any X2.0 consortium partner.

No rights or obligations of the Beneficiary arising from this Contract may be assigned or transferred, in whole or in part, and no obligations of the Beneficiary may be subcontracted, without the Coordinator's prior formal written approval; and such approval shall not exempt the Beneficiary from any of its obligations hereunder.

Although (with exception to the Coordinator) the X2.0 consortium partners and their affiliated entities are not Contracting Parties to this Contract, they are intended by the Contracting Parties to be third party beneficiaries under this Contract and accordingly shall be entitled to enforce the terms of this Contract against the Beneficiary and (without limitation) shall be entitled to the benefit of, and to enforce any exclusion of limitation of liability of the X2.0 consortium partners contained in this Contract and any indemnity in favor of the X2.0 consortium partners contained in this Contract.

Amendments and modifications to the text of this Agreement require a separate written agreement to be signed between all Parties. Although this Contract refers to the provisions of the CA and GA, the Beneficiary is not a party to the CA or GA but only bound towards the Coordinator by the CA and GA provisions as referred or reproduced in this Contract.

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

Article 14 - Applicable Law

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

Article 15 - Settlement of disputes

If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators in Brussels.

Each of the Contracting Parties to the dispute shall appoint one (1) arbitrator and the two (2) arbitrators so appointed shall elect the presiding arbitrator. Should a Party to the dispute which should appoint an arbitrator fails to do so within fourteen (14) days of the delivery of the written notice to do so from the other Party to the dispute or should the appointed arbitrators fail to reach agreement on the presiding arbitrator within fourteen (14) days after their appointment, such arbitrator shall be appointed in accordance with the Rules upon request of any of the Parties to the dispute.

The seat of arbitration shall be Brussels.



The Contracting Parties agree that the language of the arbitration, including oral hearings, written evidence, and correspondence shall be English.

A duly rendered arbitration award shall be final and binding on the Contracting Parties to the dispute. Each Contracting Party to the arbitration conducted in accordance with this section hereof shall bear its own expenses incurred in connection with such arbitration, including fees of its legal counsels. All other costs and expenses shall be apportioned between the Contracting Parties to the arbitration in accordance with the decision of the arbitrators.

Nothing in this Contract shall limit the Contracting Parties right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

Article 16 – No double funding

By signing this Agreement, the Beneficiary declares to be aware of the fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity be funded twice from the EU budget, as defined in the Article 111 of Council Regulation (EC, Euratom) No. 1605/2002 of 25 June 2002 on the Financial Regulation, and confirms that all the work performed under X2.0 (Grant Agreement no. 101073781) will be done exclusively in the scope of this programme, not being supported or funded by any other European Commission programme.

**AS WITNESS:**

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorized representatives the day and year first above written:

<p>For F6S Network Ireland Limited (Signing representative of the X2.0 Coordinator) Mr Nuno Varandas Signature</p> <p>Done at [REDACTED] on DD/MM/2023</p>	<p>For [REDACTED] [organization/ individual name] (the Beneficiary) Mr/Ms [REDACTED] [NAME SURNAME] [REDACTED] [POSITION_IN_ORGANISATION] Signature</p> <p>Done at [REDACTED] on DD/MM/2023</p>
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ANNEXES

Annex 1: DECLARATION ON INFORMATION ON SME QUALIFICATION

Specific identification of the applicant enterprise:

Name or Business Name		
Address (or Registered office)		
Registration/ VAT number		
Names and titles of principal directors		

Type of enterprise (see explanatory note)

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

<input type="checkbox"/>	Autonomous enterprise	In this case the data filled in the box below result from the accounts of the applicant enterprise only. Fill in the declaration only, without annex.
<input type="checkbox"/>	Partner enterprise	Fill in and attach the annex (and any additional sheets), then complete the declaration by copying the results of the calculations into the box below.
<input type="checkbox"/>	Linked enterprise	

Data used to determine the category of enterprise

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

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

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

(**) EUR 1 000.

Important:

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

No

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

Signature

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



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

Done at: _____ (place) on _____ (day) _____ (month) _____ (year)

Signature: _____

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

I. TYPES OF ENTERPRISES

The definition of an SME³ distinguishes three types of enterprise, according to their relationship with other enterprises in terms of holdings of capital or voting rights or the right to exercise a dominant influence⁴.

Type 1: Autonomous Enterprise

This is by far the most common type of enterprise. It applies to all enterprises which are not one of the two other types of enterprise (partner or linked). An applicant enterprise is autonomous if it:

- Does not have a holding of 25%⁵ or more in any other enterprise,
- And is not 25%³ or more owned by any enterprise or public body or jointly by several linked enterprises or public bodies, apart from some exceptions⁶,
- And does not draw up consolidated accounts and is not included in the accounts of an enterprise which draws up consolidated accounts and is thus not a linked enterprise⁷.

³ Henceforth, the term "Definition" refers to the Annex to Commission Recommendation 2003/361/EC on the definition of SMEs.

⁴ Definition, Article 3

⁵ In terms of the share of the capital or voting rights, whichever is higher is applied. To this percentage should be added the holding in that same enterprise of each enterprise that is linked to the holding company (Definition, Article 3 paragraph 2)

⁶ An enterprise may continue being considered as autonomous when this 25% threshold is reached or exceeded, if that percentage is held by the following categories of investors (provided that those are not linked with the applicant enterprise):

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

(Definition, Article 3 paragraph 2, second subparagraph)

⁷ - If the registered office of the enterprise is situated in a Member State which has provided for an exception to the requirement to draw up such accounts pursuant to the Seventh Council Directive 83/349/EEC of 13 June 1983, the enterprise should nevertheless check specifically whether it does not meet one or other of the conditions laid down in Article 3 paragraph 3 of the Definition.

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



Type 2: Partner Enterprise

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

The applicant enterprise is a partner of another enterprise if:

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

Type 3: Linked Enterprise

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

To avoid difficulties of interpretation for enterprises, the EC has defined this type of enterprise by taking over – wherever they are suitable for the purposes of the Definition – the conditions set out in Article 1 of Council Directive 83/349/EEC on consolidated accounts⁸, which has been applied for many years.

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

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

II. THE HEADCOUNT AND THE ANNUAL WORK UNITS⁹

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

Who is included in the headcount?

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

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

⁸ Seventh Council Directive 83/349/EEC of 13 June 1983, based on Article 54(3)(g) of the Treaty and concerning consolidated accounts (OJ L 193 of 18.7.1983, p. 1), as last amended by Directive 2001/65/EC of the European Parliament and of the Council (OJ L 283 of 27.10.2001, p. 28).

⁹ Definition, Article 5.



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

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

How is the headcount calculated?

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

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

The duration of maternity or parental leaves is not counted.



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

Annexes to be enclosed if necessary

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

Calculation for the partner or linked type of enterprise¹⁰ (see explanatory note)

Reference period ¹¹ :			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
1. Data ⁹ of the applicant enterprise or consolidated accounts (copy data from box B(1) in annex B ¹²)			
2. Proportionally aggregated data ⁹ of all partner enterprises (if any) (copy data from box A in annex A)			
3. Added up data ⁹ of all linked enterprises (if any) – if not included by consolidation in line 1 (copy data from box B(2) in annex B)			
Total			
(*) EUR 1 000.			

¹⁰ Definition, Article 6 paragraphs 2 and 3

¹¹ All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year (Definition, Article 4).

¹² The data of the enterprise, including the headcount, are determined on the basis of the accounts and other data of the enterprise or, where they exist, the consolidated accounts of the enterprise, or the consolidated accounts in which the enterprise is included through consolidation.



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

ANNEX A Partner enterprises

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

BOX A

Partner enterprise (name / identification)	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
Total			
(*) EUR 1 000.			

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

Reminder:

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

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



PARTNERSHIP SHEET

1. Specific identification of the applicant enterprise

Name or Business Name		
Address (or Registered office)		
Registration/ VAT number ¹³		
Names and titles of principal directors ¹⁴		

2. Raw data regarding that partner enterprise

Reference period			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Raw data			1.
(*) EUR 1 000.			

Reminder: These raw data are derived from the accounts and other data of the partner enterprise, consolidated if they exist. To those are added 100% of the data of enterprises which are linked to this partner enterprise, unless the accounts data of those linked enterprises are already included through consolidation in the accounts of the partner enterprise¹⁵. If necessary, add “linkage sheets” for the enterprises which are not yet included through consolidation.

3. Proportional calculation

- a) Precisely indicate the holding¹⁶ of the enterprise drawing up the declaration (or of the linked enterprise via which the relation to the partner enterprise is established) in the partner enterprise to which this sheet relates:

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

¹³ To be determined by the Member State according to its needs

¹⁴ Chairman (CEO), Director-General or equivalent.

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

¹⁶ In terms of the share of the capital or voting rights, whichever is higher. To this holding should be added the holding of each linked enterprise in the same enterprise (Definition, Article 3 paragraph 2 first sub-paragraph).



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

'Partnership box'

Percentage:	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Proportional results	_____	_____	_____
(*) EUR 1 000.			

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



ANNEX B Linked enterprises

DETERMINE THE CASE APPLICABLE TO THE APPLICANT ENTERPRISE:

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

Please note: The data of the enterprises, which are linked to the applicant enterprise, are derived from their accounts and their other data, consolidated if they exist. To them are aggregated proportionally the data of any possible partner enterprise of that linked enterprise, situated immediately upstream or downstream from it, unless it has already been included through consolidation¹⁷.

CALCULATION METHODS FOR EACH CASE:

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

Box B(1)

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

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

(**) EUR 1 000.

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

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

¹⁷ Definition, Article 6 paragraph 3, second sub-paragraph



Identification of the enterprises included through consolidation			
Linked enterprise (name / identification)	Address (of registered office)	Registration / VAT number (*)	Names and titles of the principal director(s) (**)
7.			
Total			

(*) To be determined by the Member State according to its needs
(**) Chairman (CEO), Director-General or equivalent.

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

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

Box B(2)

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

(*) attach one "linkage sheet" per enterprise
(**) EUR 1 000.

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

LINKAGE SHEET

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

1. Precise identification of the applicant enterprise



Name or Business Name		
Address (or Registered office)		
Registration/ VAT number ¹⁸		
Names and titles of principal directors ¹⁹		

2. Data on enterprise

Reference period			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Total			
(*) EUR 1 000.			

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

Important: The data of the enterprises, which are linked to the applicant enterprise, are derived from their accounts and their other data, consolidated if they exist. To them are aggregated proportionally the data of any possible partner enterprise of that linked enterprise, situated immediately upstream or downstream from it, unless it has already been included through consolidation²⁰.

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

¹⁸ To be determined by the Member State according to its needs

¹⁹ Chairman (CEO), Director-General or equivalent.

²⁰ If the data of an enterprise are included in the consolidated accounts to a lesser proportion than the one determined under Article 6 paragraph 2, the percentage rate according to that article should be applied (Definition, Article 6 paragraph 3, second sub-paragraph).



Annex 2: Bank Account Information

ACCOUNT HOLDER INFORMATION

Account Name Holder <i>The name or title under which the account has been opened and NOT the name of the authorized agent.</i>	
Holder's Address	
Postcode	
Town/City	
Country	

Contact Person <i>Does not need to be an authorised agent.</i>	
Telephone	
Mobile phone	

BANK ACCOUNT INFORMATION

Bank Name	
Branch Address	
Postcode	
Town/City	
Country	
IBAN number / Account number <i>Format example: ES76 2077 0024 0031 0257 5766</i>	
SWIFT code <i>8 to 11 characters</i>	



BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE	DATE + SIGNATURE OF ACCOUNT HOLDER (MANDATORY)
<p><i>The bank stamp + signature of the bank representative can be replaced with the attachment of a recent bank statement (less than 2 months).</i></p>	

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