

IoT4Industry

Project Deliverable

Open call specifications and materials – D3.1

Project Title	Towards smarter means of production in European manufacturing SMEs through the use of the Internet of Things technologies
Project Acronym	IoT4Industry
Grant Agreement No	777455
Instrument	Innovation Action
Topic	Cluster facilitated projects for new industrial value chains
Start Date of Project	1 st April 2018
Duration of Project	30 Months



Name of the deliverable	Open call specifications and materials
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Revisions

Version	Submission date	Comments	Author
V0.1	17/07/2018		Marialuisa Sanseverino
V0.2	31/07/2018		Jana Heuer
V0.3	08/08/2018		Guillaume Roux
V0.4	15/08/2018		Marialuisa Sanseverino
V0.5	20/08/2018	Review of the call text by the European Commission	Daniel Ugarte
V0.6	29/08/2018		Marialuisa Sanseverino
V0.7	31/08/2018		Marialuisa Sanseverino
V0.8	5-09/2018	Integrated comments Pestell, Roux, Ugarte	Marialuisa Sanseverino



Number of the deliverable	D 3.1
Related WP number and name	WP3 Innovation vouchers
Related task number and name	T3.1 Call specification and release
Deliverable dissemination level	Public
Deliverable due date	31/07/2018
Deliverable submission date	31/07/2018
Task leader/Main author	mTSW/MESAP
Contributing partners	SCS
Reviewer(s)	MESAP, mTSW, SCS, European Commission



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The IoT4Industry project

The proportion of the manufacturing industry is currently decreasing in developed European countries' GDP. Industry 4.0 – also called smart manufacturing, digital industry or industry of the future – provides several technological responses to the challenging competitive market. The Industry 4.0 focuses on the development of processes based on technologies and devices autonomously communicating with each other along a value chain. Indeed, the integration of the Internet of Things (IoT) and related components – Cyber-Physical Systems (CPS), Digital Security, Cloud Computing and Big Data – in manufacturing SMEs will improve efficiency and flexibility in production and consumption.

IoT4Industry is an EC-funded project aiming at fostering this integration by connecting ICT clusters having capacities in IoT with Advanced Manufacturing clusters having access to process manufacturers and manufacturing SMEs. Based on a cross-border and cross-sectorial approach, a hundred of SMEs will be selected to receive funding and support to develop their access to smarter means of production and to modernize their processes and security. In short, the project and this integration aims at creating new or improved value chains and new business opportunities.



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1. Guide for applicants

1.1. Background and general objectives

The European manufacturing industry is constantly undergoing a modernization process. The Internet of Things (IoT) technologies have already entered into manufacturing and this trend will increase, towards a so-called “Industry 4.0”. Europe’s manufacturing industry is investing continuously in its modernization, which includes the massive introduction of new ICT technologies and in particular IoT, Big Data, Artificial Intelligence and Cybersecurity. In the future, all forms of advanced industry will have to become more data-driven and more “intelligent” in order to compete effectively. This intelligence will also rely on advances through IoT, since data and intelligence will come from advanced connected objects that provide sensing, measurement, control, power management and communication, both wired and wireless. This process has already started in large companies which have the potential to fully involve ICT and research departments but requires facilitations in smaller companies in order to keep them competitive and exploit their full potential, creativity and flexibility.

The general objective of this call is to enhance the productivity, profitability and innovation capacities of European manufacturing SMEs by enabling their access to IoT technologies.

It also seeks to accelerate the access to the market to new products and services provided by technology SMEs, strengthening innovation and growth in Europe.

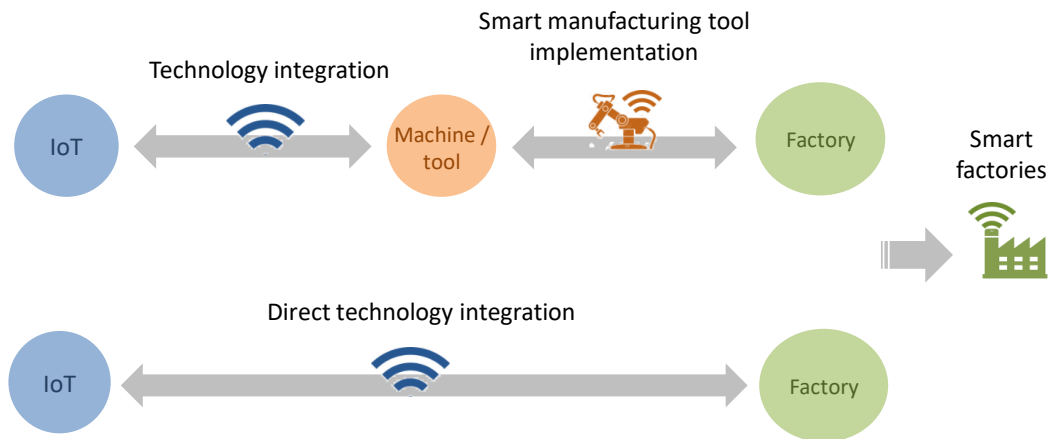
This is the first of two calls foreseen by IoT4Industry project and will open on September 20th and close on December 20th at 17 CET. A second call will open on March 10th, 2019 with a Deadline on June 10th 2019 at 17 CET.

1.2. Scope and expectations

The call is focused on the application of IoT technologies in the manufacturing environment. It will finance small and market-oriented projects involving SMEs, consisting of the integration and the use of IoT technologies (including Big Data, Artificial Intelligence and Digital Security) into machines, robots, manufacturing tools, industrial processes, and factories environments.

Projects shall gather at least one entity representing the “**IoT**” side (technology offer) AND another entity representing the **industry side** (demand) which could be a machine or tool manufacturer or a factory, as shown in the figure below. At least one of these entities shall be a European SME (see 1.5 Eligibility conditions for more detail).





Projects shall have a strong **international dimension**, involving entities from at least two different NUTS 1 regions of Europe (see 1.5 Eligibility conditions for more detail).

Projects are expected to be **innovative**, i.e. going beyond the state-of-the art in terms of technologies used and use cases addressed.

A clear **industrial application** is expected involving a final customer / end user.

If the final user (industry/factory) is not involved in the consortium, applicants are invited to insert a letter of support of the final user telling that he/she is interested in implementing the solution in its factory.

1.2.1. Technologies

The expected **technologies** addressed in this call are sensors and data acquisition (including big data and analytics), cybersecurity, robotics and automation (including communication technology), simulation and modelling (including virtual reality and augmented reality), batteries and energy harvesting, chips and electronic components, smart systems, embedded software, low-energy, RFID, communication protocols & networks, gateways, cloud/fog/edge computing, High Performance Computing, Artificial Intelligence (machine learning, deep learning, neural networks...), biometry, human-machine interaction, cognitive computing, mobility and wearables.

1.2.2 Industrial applications

The expected industrial **applications** addressed in this call are predictive maintenance, logistics & supply chain, track and trace, monitoring applications, process analysis, data analysis and management, assets management, re-configuration, quality control, safety & security, energy saving and sustainability smart advice, decision support, smart elaboration, process/product improvement, ergonomic, product life cycle management, smart packaging, additive manufacturing.

1.2.3 Vertical sectors

The targeted **vertical sectors** include - electronics, nanotechnologies, automotive, mechanicals, aerospace, defence, medical & pharmaceutical, construction, energy & utilities, marine (naval industries), metal working, chemicals, food & beverage, logistics, print, textile, luxury, cosmetics, wood, paper, furniture, consumer products, etc.



1.3 Impact

Projects shall demonstrate that the integration and application of IoT technologies can improve the market competitiveness of the involved SMEs. In particular, projects must demonstrate:

- the increase in efficiency of the production means of the manufacturing company, improving its competitiveness on the international market;
- the growth opportunity for technology providers of the implementation of their technology into a machine or a factory and the replicability and scalability of the same solutions in other industries and use cases;
- by means of KPI (employment, turnover, market share, environmental impact...) the sustainability and scalability of the approach and the business perspective for both technology providers and manufacturing actors

1.4 Type of proposals and maximum financial contribution

This call shall provide support to three types of actions, namely:

- **Feasibility studies** will target companies having an idea of the intended project a purpose but with needs for further analysing the technical aspects, the intellectual property issues, the design study, etc. Actions of this type target Technology Readiness Levels (TRL) 4-5.
- **Prototyping instrument** will target companies having already carried out a feasibility study, and having the need to develop a prototype, spend efforts in miniaturisation, testing, etc. (TRL 6).
- **Demonstration / pilot instrument** will target companies having already developed and tested a prototype, with the need to demonstrate its efficiency on a larger scale (TRL 7-8).

The table below shows the corresponding TRL, timing, maximum amount per SME and maximum amount per project, according to these three instruments:

	Feasibility study	Prototyping	Demonstration / pilot
TRL of envisaged project	4-5	6	7-8
Maximum financial contribution per beneficiary (SME)	25 000 €	45 000 €	60 000 €
Maximum financial contribution per project	50 000 €	90 000 €	120 000 €
Funding rate	Lump Sum ¹		
Project duration	Up to 6 months	Up to 12 months	Up to 12 months

¹ A lump sum is a fixed amount of money which can be used by beneficiaries for several purposes related to the achievement of the project objectives. It is necessary to provide an explanation in the proposal on how the lump sum will be used (personnel, subcontracting, travels, equipment) but detailed reporting of the spending, cost statements and time sheets are not requested after the end of the project. Since the granting of a lump-sum doesn't foresee the delivering of a cost statement, the use of the project budget will be controlled considering the technical advancements by the technical reviewers.

We discourage any use of subcontracting higher than 1/3 of the budget.

The final technical evaluation will assess the coherence of the spent money with the achieved results.



1.5 Eligibility conditions

Proposals will be eligible if and only if all the following conditions are met:

- Applicants are legal entities located in an EU Member State (list here: https://europa.eu/european-union/about-eu/countries_en) or an Horizon 2020 associated country (list here: http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/3cpart/h2020-hi-list-ac_en.pdf)
- The consortium is composed of at least two legal entities based in two different NUTS 1 regions of European member states and Horizon 2020 associated countries (definition here: <http://ec.europa.eu/eurostat/web/nuts/nuts-maps-.pdf>);
- At least one of these entities is a for-profit SME. “For-profit SMEs” means micro-, small- and medium-sized enterprises, as defined in Commission Recommendation 2003/361/EC. Definition here: http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en
- At least one legal entity of the consortium must be based in a country of one the consortium partners, i.e. France, Italy, Germany, Belgium or United Kingdom;
- Proposals respect the conditions described in section 1.4 of this call; namely the type of action is indicated, the TRL envisaged, the maximum financial contributions per beneficiary and per project and the project maximum duration.
- Proposals must be submitted through the FundingBox platform (<https://iot4industry-innovation-vouchers.fundingbox.com/>) before 17:00 CET of the deadline indicated in section 1.7 of the present call.
- Proposals must be written in English, in scope and complete in all the parts indicated in the template section;
- The SME Viability Self-Check must be provided in the table, Annex 3, and for each SME participating in a project, to prove the SME financial capacity (<https://ec.europa.eu/research/participants/lfv/lfvSimulation.do>).
For companies asking for demonstrator projects none of the criteria should be “weak”
For companies applying for feasibility or prototypes, none of the criteria should be “weak”, except those reflecting the profitability of the company,

1.6 Funding conditions

Reminder: only for-profit SMEs are eligible to receive funding. The maximum contribution that individual SMEs can receive is applicable to the whole duration of the IoT4Industry project. The cumulative contributions received by individual SMEs taking part in the two calls of the IoT4Industry project cannot be higher than EUR 60,000.

Successful proposals shall receive the requested financial contribution in the form of a lump sum according to the following timeline:

- A pre-funding payment of 20% of the requested financial contribution will be provided at the beginning of the project.



- A final payment of 80% of the requested contribution will be provided after the approval of the final technical report by the IoT4Industry consortium. The approval process will check that all the technical² KPIs (defined by the applicants in section 1) are 100% met and demonstrators and deliverables are satisfactory. Furthermore a physical or virtual meeting with an interactive session will be organised to better verify the quality of the technical results. Should the technical check be unsatisfactory, IoT4Industry Steering Committee can decide to revoke part or all the funding.

1.7 Calendar

- 20th September 2018: Opening of the call
- 20th December 2018: Deadline of the call at 17:00 CET
- 21st December-14th January: Eligibility assessment (administrative check)
- 18th-22nd February 2019: Evaluation Summary Reports sent to the project proponents
- 22nd February 2019 – 1st March 2019: Grant Agreement signature
- 1st March 2019-29th February 2020 Projects Execution

1.8 Application process

Funding Box, an online tool, is used for the submission of applications. Funding Box is a tool created especially for publishing, managing and evaluation of projects calls.

Proposals shall be submitted to the following web address <https://iot4industry-innovation-vouchers.fundingbox.com/>

The published link leads to the call front page which lists all information and application conditions with respect to the call.

Guide for applicants and the template for proposal preparation can be downloaded from IoT4Industry web site : <https://www.IoT4Industry.e>

Clicking the “Apply” button leads to a questionnaire where all the required information are entered as text box or drop down menu or similar.

The proposal text, inserted on the template, must be uploaded in pdf format, as well as other pdf attachments if available (letter of interest or similar)

The last step in the application process is clicking the final submission button. Until that very last step, applicants are able to modify their proposal data. Once, applicants have finally submitted their proposal, they receive an automated e-mail stating that the submission has been entered successfully.

1.9 Template for proposal preparation

Proposals will be submitted in a document of maximum **10 pages** according to a pre-defined template (in Annexes section 2.2).

² Business KPIs defined in section 2 of the proposal will not be considered for project results approval



The proposal will be structured in 5 sections whose expected content is explained in detail in Annex 1.

The sections will be completed filling the template and uploaded on funding box in PDF format.

1.10 Evaluation and selection process

Two independent experts will evaluate independently each proposal according to the following criteria:

1. Excellence:

- Soundness and pertinence of Objectives with the scope of the call
- Credibility of the technological KPIs to measure the results
- Concreteness of the technical approach
- Coherence of the TRLs and scope with the type of proposal applied for (feasibility, prototype or demonstrator)
- Innovativeness of the proposed solution

2. Impact:

- Industrial and individual relevance
- Credibility of targets for business KPIs
- Quality of the exploitation, IPR and knowledge protection strategy

3. Implementation

- Soundness of the workplan, including relevance of the tasks described, and the timing of the activities
- Appropriateness of the consortium: evaluate completeness (IoT Technology providers and industrial users are present) and complementarity (the provided solutions match with the needs of the final users)
- European dimension (in terms of transnational dimension of the consortium and exploitation intentions towards European countries)
- Cost-effectiveness of the workplan
- Operational capacity (evaluate the technical capacity of the proposers related to the proposed work, see also section 4)

A score from 1 to 5 **including half scores** will be assigned to each the 3 criteria.

The meaning of the marks is as follows:

- 0: The proposal fails to address the criterion under examination or cannot be judged due to missing or incomplete information.
- 1: Very Poor - The criterion is addressed in an inadequate manner, or there are serious inherent weaknesses.
- 2: Poor - While the proposal broadly addresses the criterion, there are significant weaknesses.
- 3: Acceptable - The proposal addresses the criterion, although significant improvements are possible.



- 4: Good - The proposal addresses the criterion well, although certain improvements are still possible.
- 5: Very Good - The proposal successfully addresses all relevant aspects of the criterion in question. Any short-comings are minor.

The final mark given to each criterion will be the average of the scores given by the two evaluators.

In order to be successful, proposals shall score at least 3 in each criterion and have an overall score of at least 10 points.

Successful proposals (i.e. above threshold) are funded in descending order until the available sum for the call is totally assigned.

A Selection Committee composed of one representative of each IoT4Industry project's partner will be reserved the rights of modifying the ranking of successful proposals (in case of equal scores) in order to balance the list of selected projects according to geographical coverage and vertical sectors represented, to better reflect diversity of industrial sectors and countries covered in Europe.

An Evaluation Summary Report containing the scores and both evaluators justifications for each score as well as the Selection Committee ranking justifications will be provided to proposal coordinators.

1.11 Grant signature

Coordinators of proposals selected for funding (*IoT4Industry beneficiaries*) will be invited to sign a grant agreement with SCS cluster, coordinator of the IoT4Industry project. This grant agreement contains the obligations of the SME funded in the framework of IoT4Industry call and payment process to be proceeded by SCS.

A draft model of the foreseen Grant Agreement is available in Annex 2.

1.12 Reporting

A final report is foreseen at the end of the project after 6 months for feasibility study and after 12 months for prototypes and demonstrators.

An intermediate report is foreseen after 6 months for prototypes and demonstrators.

The reports will have the following structure:

1. Executive summary ready for dissemination
2. Description of the achieved results
3. Description of the implemented activities
4. Status of technical KPIs (defined in the proposal to measure the achieved technical results)
5. Description of dissemination material and exploitation actions
6. Plan for remaining activities (only for intermediate report)
7. Evaluation of the following impact KPIs (only for final report) in feasibility study they should provide a forecast after the implementation end:



- Employment created / safeguarded due to the Project (stating also the number of IoT4Industry Beneficiary employees before the Project as well as forecasts for 2020 and 2021)
- Impact on turnover due to the Project (stating also forecasts for 2020 and 2021)
- Market share acquired due to the Project (stating also forecasts for 2020 and 2021)
- Environmental impact (if applicable), (water consumption, energy...) generated by the Project (stating also forecasts for 2020 and 2021)
- Contribution of the Project to new or significantly improved products launched (stating also forecasts for 2020 and 2021)
- Contribution of the Project to new or significantly improved methods and processes (stating also forecasts for 2020 and 2021)
- Contribution of the Project to introduction of patents
- Contribution of the Project to changes in the innovation practices
- Advancement of TRL due to the Project
- Other forms of finance, such as risk capital or public funds, raised by the Project

A final meeting (physical or virtual) will be organised after the end of the project to better check in an interactive session the quality of the final results.

1.13 Helpdesk and FAQs

The helpdesk is provided by the contact page of the project's website: <https://www.iot4industry.eu/contact-2367>

A FAQ section is also available on the FundingBox website .



2 Annexes

2.1 Template for proposal preparation

The applicant will find the template on line on the Funding Box tools and need to fill it in all its parts.

Here we report in bold the template chapters or paragraphs that need to be kept in the proposal, in *italic* the explanations on how to fill the chapters, to be removed in the proposal text.

Acronym

Title of Proposal

Type of Proposal (*Feasibility Study, Prototyping or Demonstration/Pilot*)

List of participants

Participant No	Participant name	organisation	Country	Region NUTS1 (if applicable)	SME/Large Enterprise/RTO
1 (Coordinator)					
2					
3					

Section 1: Excellence (max 5 pages)

1.1 Objectives

- Describe the specific objectives for the project, which should be clear, measurable, realistic and achievable within the duration of the project.
- Explain the industrial/economic/social problem to overcome, or the business opportunity to be taken advantage of, that has not yet been solved / offered and can be solved / offered through your project; Explain how your solution solves the stated problem or avails of the business opportunity;
- Indicate how your project addresses the scope of the call, in particular the application of IoT technology.
- Describe the expected results of your project and provide a set of (technical) KPIs to measure them. **These KPIs are very important because they will be checked in the end of project execution (if funded) to approve the project results.**

1.2 Technical Approach

- Explain the current stage of development of the project and the key milestones that have led to it (e.g. proof of concept completed, early field trials under way), or similar indications of results and describe the positioning of the business innovation project, e.g. where it is situated in the spectrum from 'idea to application', or from 'lab to market'. Refer to Technology Readiness Levels where relevant.



<https://ec.europa.eu/research/participants/portal/desktop/en/support/faqs/faq-2890.html>

- *Describe and explain the concept and the activities that you will implement during this project (e.g. feasibility study, demonstration, testing, prototyping, pilot lines, scale-up studies, miniaturisation, design, performance verification, market replication encouraging the involvement of end users and potential clients, research etc.). Pay attention to the coherence with the type of proposal you are applying for.*
- *Describe which technologies, architectures, processes and methodologies you will use to obtain the results and how you will use them according to the objectives.*

1.3 Innovation

- *Explain the innovations of your project compared to the current situation in the considered vertical sector (e.g. automotive) at SME level.*
- *Describe the expected key market application(s) of the results of your project, that differentiates it from competitors and provides the highest added value for potential customers.*

Section 2: Impact (max 3 pages)

2.1 Industrial and Individual relevance

a) Industrial relevance

- *Explain which industrial needs have been identified and will be met upon completion of the project.*
- *Describe the main economic benefits for manufacturing SMEs and for technology providers ..Describe the type of market (e.g. a niche market or high volume market)addressed by the proposed solution. What is the estimation of total available market size and growth rate? What are the market trends? Describe if and how your project addresses European and/or global markets.*
- *Describe the targeted users of the final solution. In which market segment/geographical areas do you see these potential users, and how do you intend to reach them?*

b) Individual relevance

- *Describe the relevance, rationale and alignment of the innovation business project with regard to the business strategy of the participating SME(s).*
- *Estimate the potential funding requirements to reach the commercialisation stage. Envisaged financial mix: percentage or relevance of own funds, other external funding.*

2.2 KPIs for impact measurement

- *Identify a set of (economic/social) KPI to measure your impact and potential targets.*

2.3 Exploitation Strategy



- Describe the dissemination material you will provide to the IoT4Industry partners for promoting the product or service during the period of the grant (pictures, presentations, not confidential descriptions of the project and its results).
- Provide exploitation intentions for the project results by each partner.

2.4 Intellectual Property, knowledge protection and regulatory issues

- Outline the strategy for knowledge management and protection as well as current IP status.
- Explain the regulatory and/or standard requirements to be fulfilled for the exploitation of the technology/product/solution or concept: how they are to be met.

Section 3: Implementation (maximum 2 pages)

3.1 Work plan – Work packages, deliverables and milestones

In order to keep the project with a lean structure, a single workpackage will be described in several tasks according to the following table:

1) Timing of the different tasks (Gantt chart or similar)

Work Plan

Objectives : Describe the objectives that will be achieved from the following activities
--

Description of work (where appropriate, broken down into tasks), lead partner and role of participants
--

Task 1.1 Management -Duration: - Lead Participant: - Other participants:

Description:

Role of participants:

Task 1.2....x Technical/Demonstration/Feasibility Study/Validation tasks -Duration: - Lead Participant:

- Other participants:

Description:

Role of participants:

Task 1.y Dissemination /exploitation -Duration -Lead Participant: -Other participants:

Description:

Role of participants:



Deliverables (brief description and month of delivery)


1.1 Intermediate report

1.2 Final report

1.3 Feasibility study/Prototype/Demonstrator

1.4 Additional deliverables can be added if necessary

3.2 Consortium as a whole and international dimension

 *The individual members of the consortium are described in a separate section 4. There is no need to repeat that information here.*

- *Describe the consortium. How will it match the project’s objectives and bring together the necessary expertise? How do the members complement one another (and cover the value chain, where appropriate)? In what way does each of them contribute to the project? Show that each has a valid role and adequate resources in the project to fulfil that role. Indicate also how subcontractors will be used*
- *Describe how the consortium has an international approach to the development or exploitation of the results*

3.3 Budget Allocation

Participant No[1]	Participant organisation name	Type of organisation (SME, Large Enterprise, RTO)	Budget (in €)					Total Lump Sum
			Personnel	Subcontracting	Equipment	Travels	Other	
1								

[1] Only SMEs can claim for a Lump Sum, Large Enterprises and RTOs should write N.A..



Section 4: Description of the Consortium (maximum 1 page per partner)

Provide for each partner of the Consortium:

- A description of the proposing organisations (no more than 1 page)
- A CV or description of the profile of the persons who will be primarily responsible for carrying out the proposed activities. (no more than 10 lines per CV)
- A brief description of relevant products, services (including widely used datasets or software) or other achievements (which may also include previous projects or activities connected to the subject of the proposal).
- A description of any significant infrastructure and/or any major items of technical equipment relevant to the proposed work.

Section 5: Financial capacity table

The requesting SMEs have to run the H2020 Financial Viability Self- Check through the Online Simulation Tool:

<https://ec.europa.eu/research/participants/lfv/lfvSimulation.do>

Results must be provided in this section by copying/pasting a screenshot of the result in the word template.

Indicators	Ratio's Results			Analysis	
	Value	Qualification	Quote	Concise	More-in-depth
Quick Ratio	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
G.O. Profit Ratio	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Profitability (1)	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Profitability (2)	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Solvency	<input type="text"/>	<input type="text"/>	<input type="text"/>		
	Noteworthy value's Results				
Equity Flags	<input type="text"/>	<input type="text"/>			



2.2 Grant agreement model

SCS, established in [...], with registration number [...], represented for the purposes of signing this *Contract* by [...] (hereinafter the "**IoT4Industry Coordinator**")

and

[SME Name], established in [...], with registration number [...], represented for the purposes of signing this *Contract* by [...] (hereinafter the "**IoT4Industry Beneficiary**"),

each one hereinafter called also "**Party**" and collectively "**Parties**",

Hereinafter agree on the following:

WHEREAS:

- IoT4Industry is an EU project titled "Towards smarter means of Production in European manufacturing through the use of the Internet of Things technologies" that is financed by the INNOSUP component of the HORIZON 2020 programme of the European Commission under Grant Agreement n.777455, targeting the creation of new cross-sectoral/-cluster/-r value chains in the manufacturing and ICT/IoT domains.
- In the framework of IoT4Industry, a Call for Collaborative Projects has been published to award innovation vouchers for feasibility studies/prototyping/demonstrator projects to SMEs. The application and other information submitted by the *IoT4Industry Beneficiary* as part of this call have been assessed by the *IoT4Industry Innovation Board* and by the IoT4Industry External Experts appointed by IoT4Industry partners, and have proven to meet the requirements of this call. The evaluation committee issued a report on the extent to which the application was in line with the call, analysing technical, economic and business innovation aspects of the application. This report has been accepted by the IoT4Industry Consortium as per its Decision in **Date**, and as the competent authority for issuing a final decision on the Call for Expression of Interest, has resolved to award this Third-party Innovation Support Contract to the *IoT4Industry Beneficiary* (hereinafter the "**Contract**").

HAVE AGREED to the following terms and conditions including those in the following annexes, which form an integral part of this **Contract**.

Annex [I] – Description(s) of Work

Annex [II] - General Conditions

Article 1 – Scope

The European Union has granted financial contribution for the implementation of the IoT4Industry Grant Agreement under the INNOSUP component of the HORIZON 2020 programme of the European Commission. The IoT4Industry Grant Agreement includes the provision of Vouchers to third parties SMEs.

The IoT4Industry Coordinator has decided to provide a financial contribution via respective Voucher(s) as specified in Annex [I] for the implementation of the project called [...] (hereinafter the "**Project**") within the framework of IoT4Industry and under the conditions laid down in this *Contract*.

Article 2 – Duration and start date of the project

The duration of the project shall be [...] months from [...] (hereinafter the "**Start Date**").



Article 3 – Reporting periods

The *Project* is divided into reporting periods corresponding to the respective work and technical objectives stated in Annexes [I], in accordance with the procedures laid down in Annex [II].

Article 4 – Maximum financial contribution

1. The maximum financial contribution of IoT4Industry to the SME [NAME] (as a sum of the two calls issued by IoT4Industry project) shall be 60 000 EUR (sixty thousands euros). The actual financial contribution of IoT4Industry shall be calculated in accordance with the provisions of this *Contract*.
2. Details of the financial contribution of IoT4Industry are contained in Annexes [I]-[II] to this *Contract* which at least includes a table of the estimated breakdown of budget and activities to be carried out by the *IoT4Industry Beneficiary* under the *Project*.

Article 5 – Payment scheme

A pre-funding of 20% of the Lump Sum will be provided at the beginning of the project and the remaining 80% after the final technical check of the results done by 2 persons with technical skills from the project consortium.

Should the technical check be unsatisfactory, IoT4Industry Steering Committee can decide to revoke part or all the funding.

IoT4Industry Beneficiary name: [...]
 Address: [...]
 VAT number: [...]
 Contract number: [...]
Project name: [...]
 Bank account details
 Name of accountholder: [...]
 Name of Bank: [...]
 Address of Bank: [...]
 IBAN: [...]
 BIC: [...]
 SWIFT CODE: [...]

Article 6 – Communication

Any communication or request concerning the *Contract* shall identify the contract number, the nature and details of the request or communication and be submitted to the following addresses:

For the *IoT4Industry Coordinator*:

[Name]

[Address]

T: +[...]

F: +[...]

E: [...]



For the *IoT4Industry Beneficiary*:

[Name]

[Address]

T: +[...]

F: +[...]

E: [...]

Any notice to be given pursuant to this *Contract* shall be in writing in the English language signed by one of the representatives identified above and in a legible written form or by e-mail.

Notices shall be sent to the office identified above of the *IoT4Industry Coordinator*. Any such notice or other written communication shall, if sent by registered mail or e-mail, be effective upon receipt thereof; if sent by facsimile, be effective on the first business day after the sending thereof; and if communicated by personal delivery, be effective on the day of delivery.

Any report and deliverable, when appropriate, required by this *Contract*, shall be in English.

Article 7 – Internal arrangements between beneficiaries

It is recommended that the beneficiaries, in case of a consortium, envisage internal arrangements regarding their operation and co-ordination to ensure that the Project is implemented properly. These internal arrangements might be set out in a written ‘consortium agreement’ between the beneficiaries before the signature of the *Contract*.

The consortium agreement, if signed, must not contain any provision contrary to the *Contract*

Article 8 - Applicable law and competent court

This *Contract* is governed by French law. Any disputes in connection or arising out of this *Contract* which cannot be settled amicably shall be exclusively brought to competent court within the territorial jurisdiction of the appeal court of Aix-en-Provence.

Article 9 – Application of the Contract provisions

Any provision of this part of the *Contract*, shall take precedence over the provisions of any of the Annexes. The provisions of Annex [II] shall take precedence over the provisions of Annex [I].

Article 10 – Entry into force

This *Contract* shall enter into force after its signature by the *IoT4Industry Coordinator* and the *IoT4Industry Beneficiary*, on the day of the last signature.

Article 11 – Termination

This *Contract* shall continue in full force and effect until the end of the period of [...] months as set forth in Article 2, unless the *IoT4Industry Coordinator* or the *IoT4Industry Beneficiary* requests a termination of the *Contract* upon written notice in accordance with the provisions and procedures laid down in Annex [II].

This *Contract* is only in English and supersedes all other translation in any language whatsoever.

Done in two originals,



For the *IoT4Industry Coordinator*

For the *IoT4Industry Beneficiary*

[*IoT4Industry Coordinator organisation name*] [*IoT4Industry Beneficiary name*]

[Name legal representative] [Name legal representative]

[Position legal representative] [Position legal representative]

Date: [day/month/2019] Date: [day/month/2019]

Place: [...] Place: [...]

Stamp of the organisation Stamp of the organisation

Annex-I – Publishable Summary, Description of Work, Timeplan & Budget Breakdown

<TO BE INSERTED - For the publishable summary, please write maximum half a page

>

Annex-II – General Conditions

Definitions

Access rights: means licenses and user rights to foreground or background.

Background: means information which is held by *IoT4Industry Beneficiary* prior to its accession to this *Contract*, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to this *Contract*, and which is needed for carrying out the *Project* or for using foreground.

Commission: means the European Commission.

Dissemination: means the disclosure of foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of foreground in any medium.

Agency: Executive Agency for Small and Medium-sized Enterprises (EASME).

Evaluation: means operation performed at agreed intervals during each project phase by the *IoT4Industry Innovation Board* in order to review the progress of on-going projects.

IoT4Industry: means the members of the consortium "IoT4Industry" represented by the *IoT4Industry Coordinator* as a *Party* to this *Contract*.

IoT4Industry Innovation Board: means the IoT4Industry body in charge of evaluating the on-going projects, being composed of experts belonging to the *IoT4Industry Partners*

Pre-financing: means the initial payment to be executed after this Grant signature corresponding to 20% of the total requested voucher.

Final payment: means the remaining payment to be executed after the perfect completion of the *Project* as evaluated by the *IoT4Industry Innovation Board*.



Foreground: means the results, including information, whether or not they can be protected, which are generated under the project. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.

Individual entrepreneur: means an independent professional, duly declared according to the law of the country where it is established (Business Register, Social security register, etc.).

Call for Collaborative Projects: means the invitation issued by the *IoT4Industry Consortium* towards applicable SMEs and Would-be entrepreneurs for submitting a project proposal requesting innovation vouchers as per IoT4Industry's statement of work.

Project: in this *Contract*, a *Project* means the amount of work proposed by the *IoT4Industry Beneficiary* in response to the Call for Expression of Interest as described and detailed in Annex I.

SMEs: means micro, small and medium-sized enterprises within the meaning of Recommendation 2003/361/EC in the version of 6 May 2003.

Contract: means the contract signed by the *IoT4Industry Coordinator* and the *IoT4Industry Beneficiary* which subject is the realization of a project selected in response to IoT4Industry 1st and 2nd call for collaborative projects.

Use: means the direct or indirect utilisation of foreground in further research activities other than those covered by the project, or for developing, creating and marketing a product or process, or for creating and providing a service.

TRL: European Commission definition of Technology Readiness Level as defined in Annex G of the General Annexes to the Work Programme 2016/17

General Principles

Eligibility conditions

By signing this *Contract* the *IoT4Industry Beneficiary* declares and warrants that it meets the eligibility conditions for this *Contract*, including:

- i. Its legal status is SME as defined above.
- ii. Declares that as a legal person, the *IoT4Industry Beneficiary* is **not** in one of the following situations:
 - a) it is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b) it or persons having powers of representation, decision making or control over it have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
 - c) it has been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the European Investment Bank and international organisations;
 - d) it is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
 - e) it or persons having powers of representation, decision making or control over it have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;



- f) is subject to an administrative penalty for being guilty of misrepresenting the information required by the contracting authority as a condition of participation in a grant award procedure or another procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts or grants covered by the Union's budget.
- iii. Declares that the natural persons with power of representation, decision-making or control over the *IoT4Industry Beneficiary*, are not in the situations referred to in ii.b) and ii.e) above;
- iv. Declares that the *IoT4Industry Beneficiary*:
 - a) has not made false declarations in supplying the information required by the Call for Collaborative Projects as a condition of participation in the Call or does not fail to supply this information;
 - b) is committed to participate in the *Project*;
 - c) has the necessary financial capacity and resources as and when needed to carry out its involvement in the *Project*.

Specific performance obligations of the IoT4Industry Beneficiary

The *IoT4Industry Beneficiary* shall:

- i. carry out the work to be performed, as identified in Annexes [1];
- ii. ensure that the tasks assigned to it are correctly and timely performed;
- iii. carry out the project in accordance with fundamental ethical principles;
- iv. take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, family or emotional ties or any other interests liable to influence the impartial and objective performance of the *Project*.
- v. In case of complex projects and/or physical demonstrator, Beneficiaries will commit themselves to allow on-site visits performed by representatives of IoT4Industry clusters, to ease the monitoring of project implementation. Each on-site visit shall be agreed by the involved parties upon request of IoT4Industry cluster representatives with a 15 days' notice.
- vi. In case of complex projects and/or physical demonstrator, Beneficiaries might be asked to participate to a physical IoT4Industry showcase event, to be organized by IoT4Industry consortium and to be held at the end of the project. The costs incurred for the participation to such event might be covered by the awarded voucher.

Reporting and Payments

Reports and deliverables

Maximum 1 (one) month after the end of each reporting period, the *IoT4Industry Beneficiary* shall provide:

- the deliverable(s) validating the work indicated in Annexes [1];
- an overall performance progress report for the *Project*, including also the progress on the following Key Performance Indicators (KPIs):
 - *IoT4Industry Beneficiary* employment created / safeguarded due to the *Project* (stating also the number of *IoT4Industry Beneficiary* employees before the *Project* as well as forecasts for 2020 and 2021)
 - Impact on *IoT4Industry Beneficiary* turnover due to the *Project* (stating also forecasts for 2020 and 2021)
 - *IoT4Industry Beneficiary* market share acquired due to the *Project* (stating also forecasts for 2020 and 2021)
 - Environmental impact (water consumption, energy...) generated by the *Project* (stating also forecasts for 2020 and 2021)



- Contribution of the *Project* to new or significantly improved products launched by the *IoT4Industry Beneficiary* (stating also forecasts for 2020 and 2021)
 - Contribution of the *Project* to new or significantly improved methods and processes by the *IoT4Industry Beneficiary* (stating also forecasts for 2020 and 2021)
 - Contribution of the *Project* to introduction of patents by the *IoT4Industry Beneficiary*
 - Contribution of the *Project* to changes in the innovation practices of the *IoT4Industry Beneficiary*
 - Advancement of TRL due to the *Project*
 - Other forms of finance, such as risk capital or public funds, raised by the *Project*
- a publishable report that will serve for communication purpose by the *IoT4Industry* project consortium.

The purpose of the above is to evaluate:

- the degree of fulfilment of the project work plan for the relevant period and of the related deliverable(s);
- the continued relevance of the objectives and breakthrough potential with respect to the scientific and industrial state of the art;
- the expected potential impact in economic, competition and social terms, and the *IoT4Industry Beneficiary's* cooperation to elaborate a dissemination of foreground plan.

While the performance progress report shall be submitted by the *Beneficiary* as a whole (either as a single applicant or as a consortium) and shall be referred to the overall project implementation, each *Beneficiary* shall submit its own financial statement. Therefore, if the project envisages a project consortium, each *Beneficiary* shall submit its own financial statement.

Reporting Periods

The reporting periods shall be one or two, according to the project duration.

For Feasibility Studies (duration 6 months) the reporting period is at the end.

For Prototyping and Demonstrators (Duration 12 months) the two reporting periods will be the intermediate after 6 months and final at the end.

Approval of reports and deliverables

At the end of each reporting period, the *IoT4Industry Innovation Board* will evaluate the project by comparing its current progress with the pre-defined milestones and work indicated in Annexes [I]-.

Depending on the state of the project, this could be: a) the overall performance progress report and the evaluation of the deliverables, b) the assessment of a live demonstration and/or c) discussion during a progress presentation. Their decision will be as follows:

- *Green*: *Project* on-track and can continue as planned.
- *Yellow*: Milestones delayed, technology changes requested, minor changes in market dynamics or team. Some corrective actions are required by the *Beneficiary* in order to fulfil the *Project* objectives.
- *Red*: Technology irrelevant, market dynamics change dramatically or the team does not show commitment to the *Project*. Major corrective actions are required by the *Beneficiary* in order to fulfil the *Project* objectives.

Payment schedule

1. Payment of the financial contribution will be executed as per Article 5 of the *Contract*.



2. In the case of Yellow or Red evaluation decision, the *IoT4Industry Innovation Board* may decide to withheld part or the whole of following payments to the *IoT4Industry Beneficiary*.
3. Payments by the *IoT4Industry Coordinator* to the *IoT4Industry Beneficiary* shall be made in Euro.

Implementation

Confidentiality

1. During the project and for a period of five years after its completion, the *Parties* undertake to preserve the confidentiality of any data, documents or other material that is identified as confidential in relation to the execution of the *Project* (“confidential information”). Upon a duly substantiated request by the *IoT4Industry Beneficiary*, the *IoT4Industry Coordinator* may agree to extend this period regarding specific confidential information.

Each *Party*, its agents and employees shall hold and maintain in strict confidence all confidential information, and shall not disclose confidential information to any third party, and shall not use any confidential information except as may be necessary to perform its obligations under the *Contract*.

Where confidential information was communicated orally, its confidential character must be confirmed by the disclosing party in writing within 15 days after disclosure.

2. Paragraph 1 no longer applies where:
 - a. the confidential information becomes publicly available by means other than a breach of confidentiality obligations;
 - b. the disclosing *Party* subsequently informs the recipient that the confidential information is no longer confidential;
 - c. the confidential information is subsequently communicated to the recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidentiality;
 - d. the disclosure or communication of the confidential information is foreseen by other provisions of this *Contract*;
 - e. the disclosure or communication of confidential information is required by the national law of one of the *Parties*.

3. The *Parties* undertake to use such confidential information only in relation to the execution of the *Project* unless otherwise agreed with the disclosing party.

4. Notwithstanding the preceding paragraphs, the treatment of data, documents or other material which are classified (“classified information”) or subject to security restrictions or export- or transfer-control, must follow the applicable rules established by the relevant national and European Union legislation for such information, including the *Commission's* internal rules for handling classified information.

Information and communication

1. The *IoT4Industry Beneficiary* shall, throughout the duration of the *Project*, take appropriate measures to engage with the public and the media about the *Project* and to highlight the financial support of the European Union. Unless the *Commission* or the *Agency* requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material - including in electronic form, via social media, etc. - (brochure, leaflet, poster, presentation etc.), must specify that the *Project* has received research funding from the European Union and display the European Union emblem as well as the IoT4Industry project logo. When displayed in association with a logo, the European Union emblem should be given appropriate prominence. This obligation to use the European Union emblem



in respect of projects to which the Union 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 *IoT4Industry Beneficiary* is exempted from the obligation to obtain prior permission from the *Commission* or the *Agency* to use the emblem. Further detailed information on the European Union emblem can be found on the Europa web page. Any publicity made by the *IoT4Industry Beneficiary* in respect of the *Project*, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the European Union is not liable for any use that may be made of the information contained therein.

2. The *IoT4Industry Consortium* and/or the *Commission* and/or the *Agency* shall be authorised to publish, in whatever form and on or by whatever medium, the following information:
 - a. the name of the *IoT4Industry Beneficiary*;
 - b. the contact address of the *IoT4Industry Beneficiary*;
 - c. the general purpose of the project in the form of a summary provided by the *IoT4Industry Beneficiary*;
 - d. the amount of the financial contribution of the European Union foreseen for the *Project*; after the final payment, the amount of the financial contribution of the European Union accepted by IoT4Industry;
 - e. the geographic location of the activities carried out;
 - f. the list of dissemination activities and/or of patent (applications) relating to foreground;
 - g. the details/references and the abstracts of scientific publications relating to foreground;
 - h. the publishable reports submitted to it;
 - i. any picture or any audio-visual or web material provided to a *IoT4Industry partner* in the framework of the *Project*.

The *IoT4Industry Beneficiary* expressly agrees to grant all necessary authorisations for such publication and ensures that the publication of the information by the *IoT4Industry Consortium* and/or the *Commission* and/or the *Agency* does not infringe any rights of third parties.

Upon a duly substantiated request by the *IoT4Industry Beneficiary*, the *IoT4Industry Consortium* and/or the *Commission* and/or the *Agency* may agree to forego such publicity if disclosure of the information indicated above would risk compromising the *IoT4Industry Beneficiary's* security, academic or commercial interests.

Controls and Audits

1. The *IoT4Industry Beneficiary* shall ensure that the *Commission* or the *Agency* may, at any time during the implementation of the *Project* and up to two (2) years after the payment of balance of the IoT4Industry project, arrange for assessments such as audits, reviews and/or checks, to be carried out (for the evaluation of the impact of the *Project* measured against the overall objectives of the EU programme, the applicable period extends up to five (5) years after the payment of balance of the IoT4Industry project), by external auditors, or by the *Commission* services themselves including OLAF or by the *Agency*. The respective procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the *Commission* or the *Agency* (either directly or via the *IoT4Industry Coordinator*) and may cover any implementation, financial, systemic and/or other aspects (such as accounting and management principles, assessment of deliverables and reports, etc) relating to the proper execution of the *Contract*. They shall be carried out on a confidential basis.



2. The *IoT4Industry Beneficiary* shall make available directly to the *Commission* or the *Agency* all detailed information and data that may be requested by the *Commission* or the *Agency* or any representative authorised by it, including information identified as Confidential Information with a view to verifying that the *Contract*, pursuant to the Grant Agreement concluded between European Union and IoT4Industry, 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.
3. The *IoT4Industry Beneficiary* shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the *Contract* for up to five years from the end of the *Project*. These shall be made available to the *Commission* or the *Agency* where requested during any assessment (audit, review and/or check) under the *Contract*.
4. In order to carry out the aforementioned assessments, the *IoT4Industry Beneficiary* shall ensure that the *Commission's* or the *Agency's* services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the *IoT4Industry Beneficiary's* offices, to its computer data, to its *Project* deliverables and reports, to its accounting data and to all other information needed to carry out any of those assessments, including information on individual salaries of persons involved in the *Project*. They shall ensure that the information is readily available on the spot at the moment of the assessment and, if so requested, that data be handed over in an appropriate form.
5. On the basis of the findings made during any of the aforementioned assessments, including the case of a financial audit, a provisional report shall be drawn up. It shall be sent by the *Commission* or the *Agency* or its authorised representative to the *IoT4Industry Beneficiary* concerned, which may make observations thereon within one month of receiving it. The *Commission* or the *Agency* may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the *IoT4Industry Beneficiary* concerned within two months of expiry of the aforesaid deadline.
6. On the basis of the conclusions of any of the aforementioned assessments, including the case of a financial audit, the *Commission* or the *Agency* 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.
7. The European Court of Auditors shall have the same rights as the *Commission* or the *Agency*, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.
8. In addition, the *Commission* or the *Agency* 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 *Commission* in order to protect the European Communities' financial interests against fraud and other irregularities 10 and Regulation (EC) No 1073/1999 of the European Parliament and of the Council of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF) Council Regulation (Euratom) No 1074/1999 of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF).

Termination

1. The *IoT4Industry Coordinator* has the right to terminate this *Contract* at any time upon written notice, without the need to proceed to court, in the following cases:
 - The *IoT4Industry Beneficiary* has materially failed to comply with any eligibility conditions or other contractual provisions under this *Contract*;
 - The *IoT4Industry Beneficiary* has breached or defaulted in the performance of its obligations under this *Contract*, including failure to provide required information or submission of false information;
 - Implementation of the *Contract* is prevented by force majeure that is not possible to remedy during the IoT4Industry time-frame;



- Upon explicit written request of the *Commission* or the *Agency*.

Such notice of termination shall indicate the specific termination provision in this *Contract* relied upon, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and specify the termination date, which shall not be fewer than 15 days after giving of such notice. If the facts and circumstances claimed as the basis for termination remain uncured following such notice, termination will be effective immediately and automatically on the expiration of the applicable notice period, without further notice or action by the *IoT4Industry Coordinator*.

In case of termination, the *IoT4Industry Coordinator* shall cease immediately any support services provided under this *Contract* and shall claim back any amount that was paid to the *IoT4Industry Beneficiary* which is not due at the date the termination takes effect, including any pre-financing not duly justified in already submitted and approved *Project* progress reports and deliverables validating the work of each respective Annex.

2. The *IoT4Industry Beneficiary* has the right to terminate this *Contract* at any time for serious reasons, upon written notice, stating the reasons why as well as the date the termination will take effect. This date must be after the notification.

The *IoT4Industry Beneficiary* must — within 30 days from when termination takes effect — submit all progress reports and deliverables due for the open reporting period until termination, in order to justify the work carried out and/or any payments received in this period.

The *IoT4Industry Coordinator* will calculate the overall amount due to the *IoT4Industry Beneficiary* for implementation of the *Project*, on the basis of the reports and deliverables actually carried out, submitted and accepted. If the payments already received by the *IoT4Industry Beneficiary* exceed the overall amount due, the *IoT4Industry Beneficiary* must repay to the *IoT4Industry Coordinator* the amount unduly received no later than ten days upon receiving the respective debit notification. If the payments received do not exceed the overall amount due, the difference will be paid to the *IoT4Industry Beneficiary* as per the payment provisions of this *Contract*.

Intellectual Property Rights, Use and Dissemination

Ownership

1. Foreground shall be the property of the *IoT4Industry Beneficiary* carrying out the work generating that foreground.
2. If employees or other personnel working for a *IoT4Industry Beneficiary* are entitled to claim rights to foreground, the *IoT4Industry Beneficiary* shall ensure that it is possible to exercise those rights in a manner compatible with its obligations under this *Contract*.

Transfer

1. Where the *IoT4Industry Beneficiary* transfers ownership of foreground, it shall pass on its obligations regarding that foreground to the assignee including the obligation to pass those obligations on to any subsequent assignee.
2. Where the *IoT4Industry Beneficiary* intends to transfer ownership of foreground to a third party established in a third country not associated to the Horizon 2020 Programme, the *Commission* may object to such transfer of ownership of foreground, if it considers that this is not in accordance with the interests of developing the competitiveness of the European economy or is inconsistent with ethical principles or security considerations. In such cases, the transfer of ownership shall not take place unless the *Commission* is satisfied that appropriate safeguards will be put in place and has authorised the transfer in writing.



Protection - Use

1. Patent applications relating to foreground, filed by or on behalf of the *IoT4Industry Beneficiary* must include the following statement to indicate that said foreground was generated with the assistance of financial support from the European Union:

“The work leading to this invention has received funding from the European Union’s Horizon 2020 Program under Grant Agreement 691554.”

2. Furthermore, all patent applications relating to foreground filed shall be reported, upon prior request, to IoT4Industry, including sufficient details/references to enable the *Commission* or the *Agency* to trace the patent (application). Any such filing arising after the final report must be notified to the *Commission* including the same details/references.
3. The *IoT4Industry Beneficiary* shall use the foreground which it owns or ensure that it is used.

Dissemination

1. The *IoT4Industry Beneficiary* shall ensure that the foreground of which it has ownership is disseminated as swiftly as possible. If it fails to do so, the *Commission* or the *Agency* may disseminate that foreground.
2. The *IoT4Industry Beneficiary* awarded a voucher 6 or/and 7 shall attend at least one IoT4Industry event in Europe for demonstrating the *Project* results.
3. Dissemination activities shall be compatible with the protection of intellectual property rights, confidentiality obligations and the legitimate interests of the owner of the foreground.
4. All publications or any other dissemination relating to foreground shall include the following statement to indicate that said foreground was generated with the assistance of financial support from the Union:

“The research and development leading to these results has received funding from the European Union Horizon 2020 Program under Grant Agreement 691554.”

5. Any dissemination activity shall be reported to IoT4Industry upon prior request, including sufficient details/references to enable the *Commission* or the *Agency* to trace the activity.

Access Rights

The *IoT4Industry Beneficiary* shall be the exclusive owner of its prior own specific knowledge. Nothing in this *Contract* can be construed as granting access right to any third party to *IoT4Industry Beneficiary's* background.

Final Provisions

Force majeure

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this *Contract* by the *Parties*, which is beyond their control and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available for the purpose of performing this *Contract* and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or service, labour disputes, strikes or financial difficulties do not constitute force majeure.
2. If the *IoT4Industry Beneficiary* is subject to force majeure liable to affect the fulfilment of its obligations under this *Contract*, it shall notify the *IoT4Industry Coordinator* without delay, stating the nature, likely duration and foreseeable effects.



3. If the *IoT4Industry Coordinator* is subject to force majeure liable to affect the fulfilment of its obligations under this *Contract*, it shall notify the *IoT4Industry Beneficiary* without delay, stating the nature, likely duration and foreseeable effects.
4. No *Party* shall be considered to be in breach of its obligation to execute the project if it has been prevented from complying by force majeure. Where the *IoT4Industry Beneficiary* cannot fulfil its obligations to execute the project due to force majeure, remuneration for accepted eligible costs incurred may be made only for tasks which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

Liability

1. The *IoT4Industry Beneficiary* expressly agrees that IoT4Industry and/or European Union cannot be held liable for any acts or omissions of the *IoT4Industry Beneficiary* in relation to this *Contract*. They shall not be liable for any defaults of any products, processes or services created on the basis of foreground, including, for instance, anomalies in the functioning or performance thereof. The *IoT4Industry Beneficiary* shall be liable for the definition of its needs, the accuracy and precision of any information it provides and the suitability of the *Project* in relation to its needs.
2. The *IoT4Industry Beneficiary* fully guarantees IoT4Industry and/or European Union, and agrees to indemnify it, in case of any action, complaint or proceeding brought by a third party against IoT4Industry and/or European Union as a result of damage caused, either by any of its acts or omissions in relation to this *Contract*, or by any products, processes or services created by it on the basis of foreground resulting from the project.

In the event of any action brought by a third party against the *IoT4Industry Beneficiary* in connection with the performance of this *Contract*, the *Commission* may assist the latter upon written request. The costs incurred by the *Commission* in this connection shall be borne by the *IoT4Industry Beneficiary* concerned.

3. The *IoT4Industry Beneficiary* shall bear sole responsibility for ensuring that their acts within the framework of this project do not infringe third parties rights.
4. IoT4Industry and/or European Union cannot be held liable for any consequences arising from the proper exercise of the rights of IoT4Industry and/or European Union under this *Contract*.

Miscellaneous

1. This *Contract* may not be modified or amended without the prior written consent of the *Parties*.
 2. This *Contract* and all Annexes may not be substantially different from the information provided by the applicant in the Application Form. Project objectives, activities and expected result shall be coherent with the Application Form.
 3. Nothing in this *Contract* shall be construed to be that of employer and employee nor to constitute a partnership, joint venture or agency of any kind.
 4. If any provision of this *Contract* is held by a court of competent jurisdiction to be unenforceable or contrary to law, the remaining provisions of this *Contract* shall remain in full force and effect.
- The failure of either *Party* at any time to require performance by the other *Party* of any provision of this *Contract* shall not be construed as acquiescence or waiver of such failure to perform such provision. The failure of either *Party* to take action upon the breach of any provision of this *Contract* shall not be construed as acquiescence or waiver of any such breach.

