



Sub-Grant Agreement Number

EmpoWomen YYYY-CALL NUMBER-PROJECT NUMBER - [Sub-Project ACRONYM]

Company Legal Name

Logo

DRAFT

Date: XXX

Sub-grant Agreement Beneficiary: XCompany NameX

Contact Person: XContact PersonX | XemailX

EmpoWomen Coordinator: SPLOROTECH SL

Contact Person: XXX | XXX@Sploro.eu

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Sub-Grant Agreement Nº XXX

This Sub-grant agreement and its annexes, hereinafter referred to as “**THE AGREEMENT**”, are made on the DD MONTH 2024, hereinafter referred to as the Effective Date,

BETWEEN

SPLOROTECH SL (SPLORO), as the Project Coordinator on behalf of the EmpoWomen consortium, with VAT Number ES B71438956 and PIC number 890190147, established in Parque Tomas caballero 2, planta Sexta, Oficina 6, 31006, Pamplona, Navarra (Spain), duly represented for the purposes of signing this Agreement by Mr. Miguel Garcia, with ID number XXXX, as CEO.

hereinafter referred to as “**CONTRACTING PARTY**”

AND

[**OFFICIAL NAME OF THE PARTY AS IDENTIFIED IN THE GRANT AGREEMENT** [Party short name], with legal address ...],

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

relating to the **ACTION** entitled, [**NAME OF PROJECT**]; in short [**ACRONYM**], hereinafter referred to as the “**PROJECT**”.

WHEREAS

The European Commission (hereinafter referred to as the “**EC**”) and the **CONTRACTING PARTY** on behalf of the EmpoWomen Consortium have signed the Grant Agreement no. 101120693 for the implementation of the project *ACCELERATION PROGRAMME EMPOWERING WOMEN-LED DEEP TECH STARTUPS IN WIDENING AREA COUNTRIES (EmpoWomen)* within the framework of the European Union’s Horizon Europe Research and Innovation Programme.

THE BENEFICIARY has received the favorable resolution by the external evaluators and therefore is entitled to receive funding and services according to the terms and conditions set out under this **CONTRACT** and in accordance with the Guidelines for Applicants of the EmpoWomen Call. This **CONTRACT** aims at defining the framework of rights and obligations of the Contracting Parties for the development of the **PROJECT**. The funds received by the **BENEFICIARY** are owned by the EC. The **CONTRACTOR** is a mere holder and manager of the funds.

The CONTRACTING PARTIES AGREE to the following terms and conditions including those in the following Annexes, which form an integral part of this SUB-GRANT AGREEMENT.

1. ENTRY INTO FORCE, DURATION AND TERMINATION

1.1. ENTRY INTO FORCE

This **AGREEMENT** shall enter into force on the day of its signature by the last Contracting Party. The termination of the **AGREEMENT** will be subject to the terms and conditions set out in the official EmpoWomen Guidelines for Applicants.

1.2. DURATION AND TERMINATION

The duration of this **AGREEMENT** is 6 months, unless explicitly agreed upon by both the **CONTRACTOR** and the **BENEFICIARY**. This **AGREEMENT** shall continue in full force and effect until the complete fulfillment of all obligations undertaken by the **BENEFICIARY** under this **AGREEMENT**. However, this **AGREEMENT** or the participation of the **BENEFICIARY** in it may be terminated in accordance with the terms of this **AGREEMENT**:

IF

- A change to any of the **BENEFICIARY**'s legal, financial, technical, organisational or ownership situation is likely to substantially affect or delay the implementation of the project or calls into question the decision to award the Grant.
- The **BENEFICIARY** is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law.
- The **BENEFICIARY** does not comply with the applicable national law on taxes and social security.
- The **BENEFICIARY** (or a natural person who has power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering or any other illegal activity or has been found guilty of professional misconduct, proven by any means.
- The **BENEFICIARY** (or a natural person who has power to represent or take decisions on its behalf) has committed:
 - Serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the Experiment, submission of false information, failure to provide required information, breach of ethical principles).
 - The **BENEFICIARY** (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU grants awarded to it under similar conditions

— systemic or recurrent errors, irregularities, fraud, or serious breach of obligations that have a material impact on this grant.

- The **BENEFICIARY** is in a conflict-of-interest position.
- The **AGREEMENT** is not signed by the Coordinator or a Party, or
- The **AGREEMENT** is terminated, or
- a Party's participation in the Sub-Grant Agreement is terminated (i.e., companies not selected in the pitch contest).

The termination will take effect on the day specified in the termination notice.

The **BENEFICIARY** may not claim damages due to termination by the EmpoWomen Consortium.

Termination has no effect on the provisions that normally continue to apply after the end of the Programme and duration of the Agreement.

2. RESPONSIBILITIES OF THE BENEFICIARY

2.1. GENERAL PRINCIPLES

The **BENEFICIARY** undertakes a set of distinct responsibilities aimed at implementing the granted project. These responsibilities encompass:

- The **BENEFICIARY** undertakes to take part in the efficient implementation of the Project and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the **AGREEMENT** as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.
- The **BENEFICIARY** undertakes to perform an active participation in the EmpoWomen acceleration programme and collaborate with EmpoWomen in its transversal Dissemination & Communication activities.
- The **BENEFICIARY** shall promptly provide all information reasonably required by the EmpoWomen Consortium to carry out its tasks and shall responsibly manage the access of its employees to the EmpoWomen documentation.
- The **BENEFICIARY** undertakes to notify promptly the **CONTRACTOR** of any significant information, fact, problem, or delay that may significantly impact or delay their participation in the acceleration program.

- The **BENEFICIARY** undertakes to inform the EmpoWomen Consortium immediately of changes in its legal, financial, technical, organisational or ownership situation that might affect its eligibility status.
- The **BENEFICIARY** shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the EmpoWomen Consortium.
- The **BENEFICIARY** cannot use the funding received within the EmpoWomen project to cover activities other than the ones related to the Project funded through the Open Call.
- The **BENEFICIARY** acknowledges that the “no double funding” rule applies to the awarded grant. “*Double funding*” means the situation where the same costs for the same activity are funded twice through the use of public funds. It is a fundamental principle underpinning the rules for public expenditure in the EU that no costs for **BENEFICIARY** undertakes to follow this rule.
- The **BENEFICIARY** must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions.
- The **BENEFICIARY** must provide any information relevant to an evaluation of the Project’s impact. Such evaluation might be run by EmpoWomen Consortium or EC. Providing such information is obligatory, both during up to 5 years after EmpoWomen project ends (31/10/2025), upon request of the EmpoWomen Consortium or EC.

2.2. BREACH

In the event of a breach, the **CONTRACTOR** identifies that the **BENEFICIARY**:

- Breached its obligations under the **AGREEMENT**, including the lack of impartial or objective performance of the Project because of conflicts of interest.
- Stopped to carry out its business object of this **AGREEMENT** and therefore is not able or willing to continue the Project.
- Provided false or misleading declaration or information; or,
- Is engaged in a bankrupt or receivership process.

The **CONTRACTOR** will give written notice requiring that such breach to be remedied within 30 days. If such breach is substantial and is not remedied within that period or is not capable of remedy, the **CONTRACTOR** may decide to declare the **BENEFICIARY** to be a *Defaulting Beneficiary* and to decide on the consequences thereof which may include the unilaterally termination of its participation. Moreover, in the event the

breach of the contractual obligations has been manifestly intentioned or with gross negligence, the **CONTRACTOR** may request the **BENEFICIARY** the refund of the payments made to date.

3. FINANCIAL CONTRIBUTION AND FINANCIAL PROVISIONS

3.1. MAXIMUM FINANCIAL CONTRIBUTION

The maximum financial contribution to be granted to the **BENEFICIARY** shall not exceed the amount **sixty thousand euros (60,000 EUR)**.

3.2. TYPE OF FINANCIAL SUPPORT

The financial support provided in the EmpoWomen Open Call will be awarded in the form of cash (equity-free funding), vouchers, and prizes:

- **Equity-free funding:** It is the aggregated amount payable by the **CONTRACTOR** to the **BENEFICIARY** and includes among others all taxes, transfer costs and other expenses that the Grantee might incur and meet the conditions set out in the Guidelines for Applicants. EmpoWomen Open Call provides a maximum financial support of **45,000 EUR per startup, for the participation in the programme**. Funds will be released considering the level of completion of the KPIs and Coaching Plan established by the **BENEFICIARY** during the first month of the EmpoWomen programme. This funding is allocated as a lump sum¹ for each **BENEFICIARY**, and therefore, if the projects respect the principle of non-double funding by the EC, no detailed budget specifications are needed.
- **Voucher:** Within the framework of this contract, the participating startup will have access to three distinct types of vouchers, each designed to enhance and support various aspects of the startup's growth and development.
 - **Voucher 1 – Events Exposure:** aimed at covering the costs related to the participation of the **BENEFICIARY** in EU tech summits, not including travel and accommodation. The **BENEFICIARY** must participate in at least 2 events selected by the **CONTRACTOR**. Value: 5,000 EUR per startup.
 - **Voucher 2 – Business Angels Investment Readiness Programme:** access to a dedicated program focused on business angels' investment readiness provided by real angel investors with expertise/geographical alignment. Value: 2,400 EUR per startup.

¹ The lump sum is a simplified method of settling expenses in projects financed from Horizon Europe funds. Under this method, the Beneficiary is not required to present strictly defined accounting documents to prove the cost incurred (e.g. invoices) but is obliged to demonstrate the implementation of the Project in line with the milestones set for the Project. The lump sum does not release the Beneficiary from the obligation to collect documentation to confirm the costs under fiscal regulation.

- **Voucher 3 - Mentoring:** Access to up to 16 sessions with a dedicated mentor for the company. Value: 5,000 EUR per startup.

The use of the vouchers will be evaluated as part of the KPIs and coaching plan during the participation of the **BENEFICIARY** in the programme. If a **BENEFICIARY** does not use any or part of the vouchers, the KPI will be reduced proportionally.

- **Prize:** At the end of the program, the EmpoWomen Consortium will organise a Demo Day, a pivotal event marking the conclusion of the program, during which all startups will be invited. The Demo Day will also host the EmpoWomen Awards Ceremony, where the performance and potential of the **BENEFICIARIES** will be evaluated. It is imperative to highlight that **the attendance of all beneficiaries is mandatory to ensure their eligibility for the final payment**. During this event, the top three startups will be selected, and they will receive prizes based on their ranking, with Prize 1 being 15,000 EUR, Prize 2 being 11,500 EUR, and Prize 3 being 6,000 EUR.

3.3. DISTRIBUTION OF THE FINANCIAL CONTRIBUTION

The financial contribution to be granted to the **BENEFICIARY** shall be calculated and distributed in accordance with the provisions of the Guidelines for Applicants. In any case, the financial grant to be paid will always be subject to:

- A favorable resolution by the evaluators and coaches responsible for assessing the Project (a set of KPIs will be set-up by coaches and sub-grantees and their achievement monitored during the project execution).
- The availability of funds in the EmpoWomen bank account during the relevant payment period.
- The prior written notice to the **BENEFICIARY** of the date and amount to be transferred to its bank account, giving the relevant references.
- Payments to the **BENEFICIARY** will be made by the **CONTRACTOR**. In particular:
 - The **CONTRACTOR** reserves the right to withhold the payments in case the **BENEFICIARY** does not fulfil with its obligations and tasks as per the Guidelines for Applicants.
 - Banking and transaction costs related to the handling of any financial resources made available to the **BENEFICIARY** by the **CONTRACTOR** shall be covered by the **BENEFICIARY**.
- Payments will be released no later than thirty (30) natural days after the notification by the **CONTRACTOR**.

- The **BENEFICIARY** is responsible for complying with any tax and legal obligations ensuring that might be attached to this financial contribution.

3.4. PAYMENTS SCHEDULE

The payment schedule is directly linked to the relevant phase of the acceleration programme as per the Guidelines for Applicants. The lump sum mentioned above will be paid in the instalments as follows:

- **Month 1 - Coaching Plan & KPIs Definition:** During the initial month, the primary focus is on defining Key Performance Indicators (KPIs) tailored to each **BENEFICIARY**. After the successful submission and approval of D1 (deliverable 1), each **BENEFICIARY** will receive an initial grant of 5,000 EUR.
- **Month 3 - Mid-Term Review:** By the third month, **BENEFICIARIES** are expected to actively participate in the project by engaging in a minimum of 80% of the scheduled project acceleration activities. Additionally, they should successfully achieve the KPIs established for this mid-term period. Upon the successful accomplishment of these mid-term goals, each **BENEFICIARY** will receive an additional grant of 20,000 EUR.
- **Month 6 - Final Review:** The sixth month marks the final review phase. Teams are required to meet the established KPIs for the entire project duration and actively participate in the final demo day. The final payment of 20,000 EUR per team will be made upon the successful achievement of the month 6 KPIs and active participation in the final demo day.
- **Month 6 – Award Ceremony:** The top three startups selected during the Demo Day event will receive prizes based on their ranking: Prize 1: 15,000 EUR; Prize 2: 11,500 EUR; Prize 3: 6,000 EUR.

A summary of the payments schedule is presented in the table below:

	MONTH 1	MONTH 3	MONTH 6	MONTH 6
Milestone	KPIs & Coaching Plan definition	Mid-term Review	Final Review	Award Ceremony
Grant Per Team (EUR)	5,000 EUR	20,000 EUR	20,000 EUR	Prize 1: 15,000 EUR Prize 2: 11,500 EUR Prize 3: 6,000 EUR
Output	Deliverable 1. Individual Programme KPIs	Participation in at least 80% of the programme activities until M3.	Participation of the Startups in the demo day and at least 75% of the programme activities during the 6 Months	Top 3 startups will be awarded with different prizes, following an

	MONTH 1	MONTH 3	MONTH 6	MONTH 6
		Achievement of the established KPIs and milestones for M3	Achievement of the established KPIs and milestones for M6	evaluation during the demo-day.
Vouchers	During the EmpoWomen program, vouchers will be progressively unlocked based on the program's stages and schedule. To request a voucher, BENEFICIARIES must submit a formal application to the EmpoWomen consortium, specifying its purpose. The application should detail how the voucher will contribute to the BENEFICIARY's development. The consortium, in collaboration with the assigned coach, assesses the application, considering its relevance and potential impact. The final decision on approval and voucher allocation rests with the consortium, ensuring strategic and beneficial use aligned with program objectives.			

3.5. ADDITIONAL PAYMENT CONDITIONS

- A fundamental principle is that payments will be subject to the completion of both individual KPIs and programme engagement by the **BENEFICIARY**:
 - o Teams that engage with less than 75% of the all-program content throughout the 6 months will have all payments withheld. A lower completion of tasks will trigger proportional payment adjustments based on the achieved completion rate.
 - o If the individual KPIs are met by the **BENEFICIARY** less than 50% the payment will be retained until the end of the phase, subject to a successful catch-up.
 - o If the individual KPIs are met by less than 25%, the **BENEFICIARY** will be automatically disqualified from the program, leading to cessation of all associated payments.
- The grant received by the **BENEFICIARY** is owned by the European Commission (EC) until the payment of the balance for the whole EmpoWomen project. The EmpoWomen Consortium is a mere holder and manager of the funds.
- Payments under this clause will be executed at the beginning of specific months following the successful delivery of output deliverables. These payment milestones are scheduled for the beginning of Month 2 (M2), Month 4, and Month 7. However, it is crucial to note that all payments are subject to potential delays based on the EmpoWomen project's cash flow. This implies that certain payments might be held until the reception of grants from the EC by the EmpoWomen consortium.
- All payments will be made to bank account provided by the **BENEFICIARY** in Annex III, in EUROS.
- Payments shall be considered to have been carried out on the date when they are debited from the SPLORO, Consortium Coordinator's bank account.

- The **BENEFICIARY** must provide a corporate bank account denominated in euros; otherwise, the **BENEFICIARY** will bear the currency conversion costs.
- The **BENEFICIARY** shall complete Annex III in a comprehensive manner and shall notify any changes to the **CONTRACTOR** as soon as it has occurred. The **CONTRACTOR** shall not in any case be liable for any late payment incurred by a change in the financial identification of the **BENEFICIARY**.
- The cost of the payment transfers is borne as follows:
 - o the **CONTRACTOR** bears the cost of transfers charged by its bank.
 - o the **BENEFICIARY** bears the cost of transfers charged by its bank.
 - o the **PARTY** causing a repetition of a transfer bears all costs of the repeated transfer.
- Payments made under this **AGREEMENT** are not subject to any tax, nor VAT. In case local tax authorities in the Grantee's country may have a different analysis, the **CONTRACTOR** shall not be responsible for any tax or VAT adjustment to which the **BENEFICIARY** is subject related to the payments made under this **AGREEMENT** and shall not bear the cost of any such adjustment or shortfalls due to such VAT adjustments.
- The **BENEFICIARY** shall be responsible to cover any expenses incurred with regard to the Project and the EmpoWomen Programme that exceed the amount of the Grant.

3.6. REJECTION OF PAYMENTS

The **CONTRACTOR**, on behalf of the EmpoWomen consortium, may reject any payments in cases of non-compliance with this **AGREEMENT** and/or failure in the project implementation (i.e., if the Project is not properly implemented, **BENEFICIARY** is in serious breach of its obligations under the **AGREEMENT** or submitted false information or statements - including failure to provide requested information, breach of ethical principles), in particular following checks, reviews, audits or investigations. Rejection of costs will lead to the grant reduction.

Before rejecting the payment, EmpoWomen Consortium will formally notify the **BENEFICIARY** of its intention to reduce the grant, the amount it intends to reduce and the reasons why and will invite it to submit observations within 30 days of receiving such notification.

If the EmpoWomen Consortium does not receive any observations or decides to pursue the reduction despite the observations it has received, it will formally provide notice of the confirmation of the reduction (if applicable, together with the notification of amounts due).

If the EmpoWomen Consortium reduces the grant after the payment of the grant, it will calculate the revised final grant amount. If the revised final grant amount for the **BENEFICIARY** is lower than the grant paid, the EmpoWomen Consortium will recover the difference.

3.7. RECOVERY OF UNDUE AMOUNTS

The **CONTRACTOR** will claim back any amount that was unduly paid (it might happen also after the completion of the Project).

The **CONTRACTOR** will formally notify the **BENEFICIARY** of its intention to recover the amount due and the reasons why and will invite it to submit observations within 30 days of receiving such notification.

If no observations are submitted or the **CONTRACTOR** decides to pursue recovery despite the observations it has received, it will formally provide notice of the confirmation of the recovery (together with the notification of amounts due) and the payment deadline.

If the payment is not made by the date specified in the debit note, the **CONTRACTOR** will recover the amount by taking legal action in accordance with the relevant national law.

The **CONTRACTOR** may offset the due amount, without the **BENEFICIARY'S** consent, against any amounts owed to the **BENEFICIARY** by the EmpoWomen project.

If the payment is not made by the date specified in the debit note, the amount to be recovered will be increased by late-payment interest (from the day following the due date for payment up to and including the date of payment).

Partial payments will be first credited against expenses, charges, and late-payment interest and then against the principal.

The **BENEFICIARY** bears all costs incurred in the recovery process by the EmpoWomen Consortium.

4. LIABILITY OF THE CONTRACTOR

4.1. LIABILITY OF THE EC

The EC is not a **PARTY** to this **AGREEMENT**. Therefore, the EC cannot be held liable for any damage, including gross negligence, caused to the **BENEFICIARY** or to third parties as a consequence of implementing the **AGREEMENT**.

4.2. LIABILITY OF THE EMPOWOMEN CONSORTIUM PARTNERS

- The EmpoWomen Consortium or any Consortium Partner cannot be held liable for any damage caused to the **BENEFICIARY** or third parties as a consequence of implementing the **AGREEMENT**;
- The EmpoWomen Consortium or a Consortium Partner cannot be held liable for any damage caused by the **BENEFICIARY**, or third parties involved in the Project, as a consequence of implementing the **AGREEMENT**.

4.3. LIABILITY OF THE BENEFICIARY

The **BENEFICIARY** is responsible for any act or omission that causes damage to the **CONTRACTOR** in relation to this **AGREEMENT**.

The **BENEFICIARY** shall bear sole responsibility for ensuring that their acts within the framework of this **AGREEMENT** do not infringe third parties' rights.

Except in case of force majeure, the **BENEFICIARY** must compensate the EmpoWomen Consortium or a respective Consortium Partner for any damage caused as a result of the implementation or lack of implementation of the Project in compliance with the **AGREEMENT**, in particular in case of false statements or information regarding team members' eligibility,

With the exception of the duty of confidentiality, the **BENEFICIARY'S** liability for damages is limited to direct loss but does not extend to consequential loss, such as interruptions in production or other operating losses, loss of revenue or profit, or other indirect losses. The **BENEFICIARY'S** liability is limited to the amount of the grant, provided such damage was not caused by a willful act or gross negligence.

5. OWNERSHIP OF RESULTS

The results developed during the Project shall be exclusive property of the **BENEFICIARY**. Results, means any tangible or intangible output of the actions such as data, knowledge, or information (whatever its form or nature, whether it can be protected or not) that is generated in the actions, as well as any rights attached to it, including IPR.

6. CONFIDENTIALITY

6.1. GENERAL PRINCIPLES

With respect to all information of whatever nature or form as is disclosed between the **CONTRACTING PARTIES** in connection with the Project and identified in writing as confidential, the terms of this Article shall apply.

6.2. OBLIGATIONS

The **CONTRACTING PARTIES** agree that such information is communicated on a confidential basis and its disclosure may be prejudicial to the owner of the information, and each of them undertake that:

- The parties must keep confidential any data, documents or other material (in any form) that is shared during the programme execution.
- It will not, during the term of the Project and for a period of five (5) years from the expiration date of the EmpoWomen Project on 31 October 2025, use any such information for any purpose other than in accordance with the terms of the Contract.
- It will, during the term of the Project and for a period of five (5) years from the expiration date of the EmpoWomen Project on 31 October 2025, treat the same as (and to procure that the same be kept) confidential, provided always that such agreement and undertaking shall not extend to any information which the receiving **PARTY** can show:
 - That it was, at the time of disclosure to the concerned **CONTRACTING PARTY**, published or otherwise generally available to the public.
 - That it was, after disclosure to either of the **CONTRACTING PARTIES**, published or become generally available to the public otherwise than through any act or omission on the part of the receiving **PARTY**,
 - That it was already in the possession of the **CONTRACTING PARTIES**, without any restrictions on disclosure, at the time of disclosure, or
 - That it was rightfully acquired from others without any undertaking of confidentiality; or
 - It was subsequently independently developed by the **CONTRACTING PARTIES** without use of the information provided by the disclosing party.
- It will, during the term of the Project and for a period of five (5) years from the expiration date of the EmpoWomen Project on 31 October 2025, take the appropriate measures to guarantee the

confidentiality of the information provided and the **CONTRACTOR** may request at any time information about these measures and their compliance.

- The **BENEFICIARY** may disclose confidential information to their personnel, or third parties involved in the action only if they:
 - Need to know to implement the **CONTRACT** and
 - Are bound by an obligation of confidentiality.
- The **CONTRACTOR** may disclose sensitive information to its staff and to other EU institutions and bodies. It may moreover disclose sensitive information to third parties, if:
 - this is necessary to implement the Agreement or safeguard the EU financial interests and
 - the recipients of the information are bound by an obligation of confidentiality.
- The confidentiality obligations no longer apply if:
 - the disclosing party agrees to release the other party.
 - the information becomes publicly available, without breaching any confidentiality obligation.
 - the disclosure of the sensitive information is required by EU, international or national law.
- In case of breach of the confidential rules hereinabove set, the **CONTRACTING PARTY** breaching the confidentiality will remain solely liable towards possible claims.

7. FORCE MAJEURE

“Force Majeure” shall mean 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 in spite of exercising 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 labour 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 considered to be in breach of its obligations and tasks if such 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 (30) calendar days after such notification, the **CONTRACTOR** will decide accordingly including the termination of the **AGREEMENT**.

8. INFORMATION AND COMMUNICATION

8.1. INFORMATION AND COMMUNICATION TOWARDS THE EC

The **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 EC. 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.), must specify that the project has received research funding from the EC and display the European emblem.

In particular, the **BENEFICIARY** must include the following text: For communication activities: *“This project has received funding from the European Union’s Horizon Europe research and innovation programme under grant agreement No 101120693”*. For infrastructure, equipment and major results: *“This [infrastructure][equipment][insert type of result] is part of a project that has received funding from the European Union’s Horizon Europe research and innovation programme under grant agreement No 101120693”*.

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.

Any publicity made by the **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 Commission is not liable for any use that may be made of the information contained therein.

The Commission may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from any **BENEFICIARY** (including in electronic form). The right to use a **BENEFICIARY**’s materials, documents and information includes:

- Use for its own purposes (in particular, making them available to persons working for the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);

- Distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- Editing or redrafting for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g., audio or video files), dividing into parts, use in a compilation);
- Translation;
- Giving access in response to individual requests under Regulation No 1049/200127, without the right to reproduce or exploit;
- Storage in a paper, electronic or another form;
- Archiving, in line with applicable document-management rules, and
- The right to authorise third parties to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Commission.

The **BENEFICIARY** shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the EC does not infringe any rights of third parties (including personnel of the **BENEFICIARY**).

Upon a duly substantiated request by the **CONTRACTOR** 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.

8.2. INFORMATION AND COMMUNICATION AMONG CONTRACTING PARTIES

Any notice to be given under this **CONTRACT** shall be in writing to the addresses and recipients listed in ANNEX I.

Any change of persons or contact details shall be notified immediately to the **CONTRACTOR**. The address list shall be accessible to all concerned.

9. 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 with regard to 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 specified purposes and adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed.

The **BENEFICIARY** will use and process any data only for the purposes of this **CONTRACT** and during the length of the **CONTRACT**. Any unauthorised use is forbidden. In any event, neither the **CONTRACTOR** nor any Data Provider will be held responsible for any abusive use of data incurred into by the **BENEFICIARY**.

The **BENEFICIARY** shall not try to re-identify anonymised data. In the event that re-identification occurs, the **BENEFICIARY** commits not to use such data. The **BENEFICIARY** shall delete, at the end of this **CONTRACT**, the data to which the **BENEFICIARY** has been granted access during the EmpoWomen programme, except where an agreement is entered into with any Data Provider.

10. TRANSPARENCY AND PUBLIC DISCLOSURE

In adherence to principles of transparency, accountability, and the prudent utilization of public funds, The **CONTRACTOR**, EmpoWomen Consortium, and the EC shall be authorised to publicly disclose specific project details of the Subgrantee through various repositories. The following particulars related to the Subgrantee's project shall be made publicly available:

- Name of the **BENEFICIARY**;
- Legal address of the **BENEFICIARY**;
- VAT and PIC numbers;
- General purpose of the company and project;
- Project dates;
- Amount of financial contribution of the EC.

11. FINANCIAL AUDITS AND CONTROL

The EC may, at any time during the implementation of the Project and up to five years after the end of the EmpoWomen project (foreseen for 31 October 2025), 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 authorised by it, with a view to verifying that the sub-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 relating to the sub-grant agreement until 2030.** These shall be made available to the EC when requested during any audit under the sub-grant agreement.

In order to carry out these audits, the **BENEFICIARY** shall ensure that the EC's services and any external body(ies) authorised 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 project. They shall ensure that the information is readily available on the spot at the moment of the audit and, if so requested, that data be handed over in an appropriate form.

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

On the basis of 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 the 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 Commission in order to protect the European Communities financial interests against fraud and other irregularities.

12. LANGUAGE

This **AGREEMENT** is drawn in **ENGLISH**, the language which shall govern all documents, notices, meetings, and processes relative thereto.

13. AMENDMENTS

Amendments or changes to this **AGREEMENT** shall be made in writing and signed by the duly authorized representative of the **CONTRACTING PARTIES**. Nevertheless, In the event the EC modifies the conditions, the **CONTRACTOR** will amend the **AGREEMENT** accordingly.

14. APPLICABLE LAW

This **AGREEMENT** shall be construed in accordance with and governed by the **LAWS OF BELGIUM**.

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 an 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 **AGREEMENT** shall the **CONTRACTING PARTIES'** right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

16. FINAL PROVISIONS

Annexes to the **AGREEMENT** form an integral part of it. In case of any discrepancies between this main agreement and its annexes, the main agreement shall prevail.

Amendments to this **AGREEMENT** and its termination shall be made in writing and signed by the duly authorised representative of the **PARTIES**.

The **BENEFICIARY** confirms that all the data included in the formal check are true, correct, complete and up to date. **BENEFICIARY** also confirms having a chance to ask questions and bears full legal including criminal responsibility for the false statement.

The **BENEFICIARY** bears sole responsibility for abidance by its national law, in particular in relation to tax and social security and labour law.

By signing the **AGREEMENT**, the **BENEFICIARY** confirms that it has read and understood these conditions and accepts them.

17. SIGNATURES

AS WITNESS

By signing the **AGREEMENT**, the **BENEFICIARY** accepts the grant and agrees to assume responsibility for it and implement it in accordance with this **AGREEMENT**, including all the rights, obligations, and conditions it sets out. The **BENEFICIARY** confirms that all information provided is true, correct and up to date as of the date of signing the **AGREEMENT**.

The **CONTRACTING PARTIES** have caused this **AGREEMENT** to be duly signed by the undersigned authorized representatives in two (2) copies of the day and year first above written:

Authorised to sign on behalf of **THE**
CONTRACTOR - SPLOTROTECH SL

Authorised to sign on behalf of **THE**
BENEFICIARY - XXX

Mr. Miguel García - CEO

Mr/Ms Name Surname - Position

ANNEX I. CONTACT LIST OF THE BENECIARY

This section, Annex I, encompasses the Contact List of the Beneficiary. The Beneficiary shall promptly provide and maintain an updated list of relevant contacts, including key personnel, representatives, and designated points of contact, ensuring effective communication and collaboration throughout the duration of this agreement. The Contact List shall be submitted to the EmpoWomen consortium and kept current, reflecting any changes as they occur during the course of the program.

NAME & SURNAME	POSITION	EMAIL	ROLE IN THE PROJECT	PRIMARY CONTACT (Y/N)

By submitting this document and providing the Contact List of the Beneficiary in Annex I, the undersigned acknowledges and agrees that all contacts listed herein will be added to the project's official mailing list. Consequently, the undersigned hereby consents to receive information related to the program, including updates, announcements, and other relevant communications.

ANNEX II. DECLARATION OF HONOUR

By signing this **DECLARATION OF HONOUR**, the **BENEFICIARY** declares that it meets the eligibility conditions for participation in the Programme as defined in the EmpoWomen Guidelines for Applicants. In particular the **BENEFICIARY** confirms that:

- The information concerning its legal status provided to the **CONTRACTOR** is correct, complete, and up to date;
- All the data included in the formal check are true, correct, complete and up to date;
- It has not received any other EU grant for the Project and will give notice of any future EU grants related to this Project awarded to the **BENEFICIARY**;
- It has stable and sufficient sources to maintain the activity throughout the action and to provide any counterpart funding necessary;
- It is not excluded from the possibility of obtaining EU funding under the provisions of either national or EU law, or by a decision of either national or EU authority;
- It is not bankrupt, being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, suspended business activities or is not subject to any other similar proceedings or procedures (this applies also to persons with unlimited liability for **BENEFICIARY'S** debt);
- It is not in breach of social security or tax obligations;
- It is not (or persons having powers of representation, decision-making or control, beneficial owners or persons who are essential for the award/implementation of the grant) in one of the following situations:
 - Being guilty of grave professional misconduct, having committed fraud, having links to a criminal organisation, being involved in corruption, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking,
 - Showing significant deficiencies in complying with the main obligations under an EU procurement contract, grant agreement or grant decision,
 - Being guilty of irregularities within the meaning of Article 1(2) of Regulation No 2988/95, iv. being established in another jurisdiction with the intent to circumvent fiscal, social, or other legal obligations in the country of origin (including the establishment of another entity with this purpose);

- The proposal submitted is based on **BENEFICIARY**'s original works, or the **BENEFICIARY** may use the works constituting the basis of the Project and any foreseen developments of such works are free from third party rights/claims, unless stated otherwise.
- The **BENEFICIARY** hereby declares lack of any conflict of interest with any of the EmpoWomen Consortium members and that they will take all measures to prevent any. A conflict of interest means any situation where the impartial and objective nature of the awarding of a grant for the **BENEFICIARY**'s Project is compromised for reasons related to economic interest, political or national affinity, family, or emotional ties or any other shared, direct or indirect interest. The **BENEFICIARY** is obliged to inform the EmpoWomen Consortium about any existing or occurring conflict of interest and immediately take all the necessary steps to manage the situation as instructed.
- If a **BENEFICIARY** breach any of its obligations under this Article, the grant may be terminated.

Authorised to sign on behalf of the **BENEFICIARY**:

Mr/Ms **Name Surname - Position**

Signature Done at Pamplona on **XXX**

ANNEX III. BENEFICIARY BANK ACCOUNT INFORMATION

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

<u>BANKING DETAILS</u> ①			
ACCOUNT NAME ②			
IBAN/ACCOUNT NUMBER ③			
CURRENCY			
BIC/SWIFT CODE		BRANCH CODE ④	
BANK NAME			

<u>ADDRESS OF BANK BRANCH</u>			
STREET & NUMBER			
TOWN/CITY		POSTCODE	
COUNTRY			

<u>ACCOUNT HOLDER'S DATA</u> As declared to the bank			
ACCOUNT HOLDER			
STREET & NUMBER			
TOWN/CITY		POSTCODE	
COUNTRY			

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	DATE (Obligatory)
	SIGNATURE OF ACCOUNT HOLDER (Obligatory)

① Enter the final bank data and not the data of the intermediary bank.

② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.

③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.

⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.