



Sub-Grant Agreement

Number NGISARGASSO-YYYY-CALL NUMBER-PROJECT
NUMBER - [Sub-Project ACRONYM]

This Agreement ("the Agreement") for providing financial support to Selected Third Parties, is between the following Parties:

on the one part,

FONDATION EUROPEENNE DE LA SCIENCE (ESF), PIC 999987939, established in QUAI LEZAY MARNESIA 1, STRASBOURG CEDEX 67080, France, represented for the purposes of signing the Agreement by Nicolas Walter, CEO of ESF. ESF is the Coordinator of the "NGI Sargasso project" (Grant Agreement N° 101092887), hereinafter referred as the "Contractor"

and

on the other part,

(OFFICIAL NAME OF THE SELECTED THIRD PARTY) (Acronym)

With National ID Number:

PIC:

VAT Number:

Established in : [ADDRESS – STREET, POSTCODE, CITY, COUNTRY],

organised under the laws of: [Country],

duly represented by [Legal Representative], [Legal Representative Position], hereinafter referred to as the Selected Third Parties/Beneficiary.

Hereinafter the "Contractor" and the "Selected Third Parties/Beneficiary" sometimes each individually referred to as "Party" or collectively as "Parties".

Have agreed to enter into the Agreement relating to the Action entitled [Sub-Project NAME], hereinafter referred as the [Sub-Project ACRONYM] under the terms and conditions below.

ARTICLE 1. Subject of the agreement, grant

The Beneficiary has been selected through the evaluation process of the NGI Sargasso team to receive a grant which will allow the Beneficiary to implement the proposal submitted in the frame of the NGI Sargasso Calls (Available on Annex 5 of this Agreement).

1. The Agreement sets out the terms and conditions of awarding and paying the grant to the Beneficiary.
2. The grant is awarded for [beneficiary's project name], selected in the NGI Sargasso [General Call] Open Call



3. The Grant is the aggregated amount payable by ESF 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.
4. Payments made under this Sub-Grant Agreement are not subject to any tax, nor VAT. In case local tax authorities in the Grantee's country may have a different analysis, ESF shall not be responsible for any tax or VAT adjustment to which the Beneficiary is subject related to the payments made under this Grant Agreement and shall not bear the cost of any such adjustment or shortfalls due to such VAT adjustments.
5. The Beneficiary shall be responsible to cover any expenses incurred with regard to the Project and the NGI Sargasso Programme that exceed the amount of the Grant.
6. The assistance the NGI Sargasso Consortium provides to the Beneficiary will be in the form of cash (as a flat rate) and/or services.

Key Personnel

The Beneficiary's Representatives for this contract are

- [Name, Position within Beneficiary, Role in project for representative 1]
- [Name, Position within Beneficiary, Role in project for representative 2]
- [.....]

ARTICLE 2. Duration and starting date of the project

1. The duration of the whole Project is of [duration] months starting from [MM, DD, YYYY].
2. The Beneficiary team will go through the OnCampus incubation program, which will be adapted to the needs of the experiments.
3. Not all experiments will have the same duration, so the service offer will be different for all of them.
4. The teams will have to participate to general activities common to all the grantees (webinars, general trainings) and will also have as a service on-on-one coaching sessions. The participation to those events will be part of their KPI's.
5. For those teams that request experiments with a duration of 6 or 9 months, there will be performance evaluation every 3 months, and the continuity of the program will depend on the success and evaluation of deliverables at the end of each stage.
6. The OnCampus Programme is described in Annex 1

ARTICLE 3. Eligibility conditions, conflict of interest

1. By signing the Agreement the Beneficiary declares that it meets the eligibility conditions for participation in the Programme as defined in the NGI Sargasso [Number] **Open Call** Application Form Guidelines
2. In particular the Beneficiary confirms that:
 - a) information concerning its legal status provided to the Contractor is correct, complete and up-to-date;
 - b) all the data included in the formal check are true, correct, complete and up to date;
 - c) 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;
 - d) it has stable and sufficient sources to maintain the activity throughout the action and to provide any counterpart funding necessary and has or will have the necessary resources needed to implement the Project;



- e) 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;
 - f) 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);
 - g) it is not in breach of social security or tax obligations;
 - h) 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:
 - I. 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,
 - II. showing significant deficiencies in complying with the main obligations under an EU procurement contract, grant agreement or grant decision,
 - III. 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);
 - i) the Project is based on Beneficiary's original works, or the Beneficiary may use the works constituting the basis of the Project and any foreseen developments of such works are free from third party rights/claims, unless stated otherwise.
3. The Beneficiary hereby declares lack of any conflict of interest with any of the NGI Sargasso 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 NGI Sargasso Consortium about any existing or occurring conflict of interest and immediately take all the necessary steps to manage the situation as instructed.
4. If a Beneficiary breach any of its obligations under this Article, the grant may be terminated (see Article 23). Such breaches may also lead to other measures described in Articles 17-20 of this Agreement.

ARTICLE 4. Grant administration

1. The maximum grant amount is [amount]€ paid as a flat-rate¹ following the conditions set out in this Agreement and its annexes.
2. Payment of the individual tranches of the grant to the Beneficiary depends on the proper implementation of the Project and completion of the agreed milestones/KPIs and delivery of the agreed documents.
3. 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 the same activity can be funded twice from the EU budget. It is not allowed in any circumstances. The Beneficiary undertakes to follow this rule.

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.



4. The Beneficiary cannot use money received within the NGI Sargasso to cover activities other than the ones related to the Project.
5. Subcontracting is strictly prohibited for core/essential tasks. This signifies that the primary responsibilities associated with the project must be undertaken and carried out by the team members described in the proposal. It is essential to maintain a clear understanding that the core tasks should not be delegated to external entities or subcontractors. The team should possess the necessary expertise and capacity to fulfil these crucial obligations to ensure the successful execution of the Project.
6. The beneficiaries 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.
7. The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.
8. If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 3) and the grant may be reduced (see Article 23).

ARTICLE 5. Payment schedule

1. The lump sum mentioned above will be paid in the instalments as follows:

Project Duration	MONTH 1	MONTH 3	MONTH 6	MONTH 9
OUTPUT	Coaching Plan & KPIs definition	Final Review	-	-
3MONTH PROJECT	30%	70%	-	-
OUTPUT	Coaching Plan & KPIs definition	Mid-Review	Final Review	-
6-MONTH PROJECT	20%	30%	50%	-
OUTPUT	Coaching Plan & KPIs definition	Mid-Review	Mid-Review	Final Review
9-MONTH PROJECT	10%	30%	30%	30%

2. Projects with a duration of 3 months can receive up to 50.000 EUR, while those of 6 months can receive up to 75.000 EUR and projects with a duration of 9 months can receive up to 100.000 EUR.
3. **The Payments depend on the completion of the KPIs. Part of the KPIs are common to all projects and others will be defined with the Individual Mentoring Plan managed in collaboration with the coaches as part of the OnCampus Programme during Stage 1. The description of the KPIs can be seen on Annex 3.**
 - a. 3 MONTHS project
 - i. MONTH 1 - Companies defining the coaching plan and establish the KPIs for the project will be paid 30% of the requested funding. This will allow coaches to monitor the teams. The completion of the indicators will be assessed at the end of the experiment. They will also have to participate to an inspirational talk and several online activities (See Annex 3)
 - ii. MONTH 3 - At the end of the experiment, an 85-100% completion of the KPIs will unblock the final payment (70%). The completion of the indicators will be assessed at the end of the experiment. A lower (<85%) completion of the tasks will launch the proportional payment.
 - b. 6 MONTHS project



- i. MONTH 1 - Companies defining the coaching plan and establish the KPIs for the project will be paid 20% of the requested funding. This will allow coaches to monitor the teams. The completion of the indicators will be assessed at the end of each phase. They will also have to participate to an inspirational talk and several online activities (See Annex 3)
 - ii. MONTH 3 - Mid-term review: By the end of month 3 the coaches will assess the KPI's percentage of execution of each use case. A 100% completion of the KPIs will launch a payment of the 30% of the requested funding. A lower completion of the tasks will launch the proportional payment. If the KPIs are met by less than 50% the payment will be retained until the end of the phase. If less than 25% the team will be automatically disqualified from the project.
 - iii. MONTH 6 – Final review: In the last phase, each team will have to complete the KPIs defined during stage 1. In addition, projects will be asked to present a report containing the description of the use case, together with the impact analysis and/or feasibility study. At the end of the investment phase, an 80-100% completion of the KPIs will unblock the final payment (50%). A lower completion of the tasks will launch the proportional payment.
- c. 9 MONTHS project
 - i. MONTH 1 - Companies defining the coaching plan and establish the KPIs for the project will be paid 10% of the requested funding. This will allow coaches to monitor the teams. The completion of the indicators will be assessed at the end of each phase. They will also have to participate to an inspirational talk and several online activities (See Annex 3)
 - ii. MONTH 3 & 6 - Review Meetings: By the end of month 3 and 6 the coaches will assess the KPI's percentage of execution of each use case. The KPIs were defined during Stage 1. A 100% completion of the KPIs will launch a payment of the 30% of the requested funding (on each review). A lower completion of the tasks will launch the proportional payment. If the KPIs are met by less than 50% the payment will be retained until the end of the phase. If less than 25% the team will be automatically disqualified from the project.
 - iii. MONTH 9 – Final review: In the last phase, each team will have to complete the KPIs defined during stage 1 for this last phase. In addition, projects will be asked to present a report containing the description of the use case, together with the impact analysis and/or feasibility study. At the end of the investment phase, an 80-100% completion of the KPIs will unblock the final payment (30%). A lower completion of the tasks will launch the proportional payment.

An excel file with the calculation implemented is available on Annex 4.

- 4. **MONTH 1 KPIs are compulsory for any type of projects. The first Stage payment will only be made if all Stage 1 KPIs are fulfilled.**
- 5. Payments will be done following the output deliverables, after the Stage's deadline and the validation of the KPIs by the NGI Sargasso team (This corresponds to M2, M4, M7 and M10 depending on the project length).
- 6. Payments shall be considered to have been carried out on the date when they are debited from the ESF, Consortium Coordinator's bank account.

The maximum amount of funding that can be granted to a single organization for all NGI Sargasso calls combined cannot exceed 150.000 EUR. For **large RTOs and RPOs**, with several distinct



laboratories or research units, the **maximum amount of funding is up to €500,000** between all NGI Sargasso open calls. This is only applicable in the case where several groups from the same large organisation may wish to apply to one or more calls.

7. Payments will be made in euros. The Beneficiary shall provide a bank account denominated in euros; otherwise, the Beneficiary will bear the currency conversion costs.
8. The grant received by the Beneficiary is owned by the European Commission (EC) until the payment of the balance for the whole NGI Sargasso project. The NGI Sargasso Consortium is a mere holder and manager of the funds.

ARTICLE 6. Bank accounts for payments

1. All payments will be made to the following bank account:

BANK NAME	
Bank address (streetname and number, postal code, city, country)	
Name of Account <i>if different from above legal name of organisation</i>	
IBAN	
BIC/SWIFT code	

2. In addition to this Agreement, The Selected Third Party will fill the Third Party Financial Identification Form (FIF) available in Annex 2 and send it to the Contractor. The bank details will need to be validated by a phone call made on a landline that has been identified by ESF finance team publicly. No validation phone call will made on private mobile phone.
3. The Selected Third Parties shall complete the FIF 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 Selected Third Parties.
4. Each Selected Third Party will provide a bank account denominated in euros; otherwise, the Party will bear the currency conversion costs.

ARTICLE 7. Costs of payment transfers

1. The cost of the payment transfers is borne as follows:
 - the Contractor bears the cost of transfers charged by its bank;
 - the Selected Third Party bears the cost of transfers charged by its bank;
 - the Party causing a repetition of a transfer bears all costs of the repeated transfer.

Article 8. Beneficiary's obligations

1. The Beneficiary has full responsibility for implementing the Project in compliance with the provisions of the Agreement and its annexes and all legal obligations under applicable EU, international and national law.
2. The Beneficiary is also responsible for:
 - a. Project's proper implementation;
 - b. providing in good time any required documents or information to the NGI Sargasso Consortium;



- c. informing the NGI Sargasso Consortium immediately of any events or circumstances likely to significantly affect or delay the implementation of the Project;
 - d. informing the NGI Sargasso Consortium immediately of changes in its legal, financial, technical, organisational or ownership situation that might affect its eligibility status.
 - e. informing the NGI Sargasso Consortium immediately of circumstances affecting the decision to award the grant or compliance with requirements under the Agreement.
 - f. Following the agreement set with the consortium by the Individual Mentoring Plan for the achievement of the project objectives
3. The Beneficiary must provide any information relevant to an evaluation of the impact of the Project. Such evaluation might be run by NGI Sargasso Consortium or EC. Providing such information is obligatory, both during up to 6 years after NGI Sargasso project ends (31/12/2025), upon request of the NGI Sargasso Consortium or EC.
4. Collaborate with NGI Sargasso in its transversal Dissemination & Communication activities.
5. Grant provided upon this Agreement is funded within Horizon Europe programme, therefore the Beneficiary has certain obligations towards the European Commission (see Article 9-14).

ARTICLE 9. General obligation to inform and keeping records

1. The Beneficiary must provide, during the implementation of the Project and 6 years after NGI Sargasso project ends (which is 31/12/2025), upon request of the NGI Sargasso Consortium or EC, any information requested in order to carry out:
 - a. the verification of proper implementation of the Project by the Beneficiary (including achievement of the agreed milestones, compliance with obligations under the Agreement);
 - b. an evaluation of the impact of the Project;
 - c. statistical analyses and evaluation.
2. The Beneficiary shall make the supporting documentation available upon request or in the context of checks, reviews, audits or investigations.
3. If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings from other grants to this grant), the Beneficiary must keep the records and other supporting documentation until such checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement are resolved.
4. The Beneficiary must keep the original documents. Digital and digitised documents can be considered originals if authorised by the applicable national law. The NGI Sargasso Consortium may accept copies of documents if it considers that they offer a comparable level of assurance.
5. The procedure described in Articles 10 and 11 applies accordingly.

ARTICLE 10. Checks, reviews, audits, and investigations.

1. The Commission may, during the implementation of the Project and/or afterwards, carry out checks/investigation reviews and/or audits concerning the Project to ensure its proper implementation and compliance with the obligations under the Agreement and applicable EU law.
2. Checks/reviews/audits/investigations will be formally notified to the Beneficiary and will be considered to have started on the date of the formal notification.
3. The Beneficiary must provide, within the deadline requested, any information and data related to the Project implementation (including information on the use of resources).
4. All information provided must be accurate, precise, complete and in the format requested, including electronic format. The Commission may also request additional information.



5. Checks/reviews/audits/investigations may be started up to three years after the end of the NGI Sargasso project, which is 31/12/2025, plus a possible extension for payments made at the end of the project.
6. The Commission may carry out checks/reviews/audits/investigations directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). The Beneficiary has the right to object to the appointment of such external entities on grounds of commercial confidentiality or conflict of interest.
7. The Beneficiary may be requested to participate in meetings, including with external experts. For on-the-spot checks/reviews/audits/investigations, the Beneficiary must allow access to its sites and premises, including to external persons or bodies, and must ensure that the information requested is readily available.
8. Checks/reviews/audits/investigations (including review reports) are in the language of the Agreement.
9. The Commission may also access the Beneficiary's statutory records.
10. The following bodies may — at any moment during the implementation of the Project and/or afterwards — carry out checks, reviews, audits and investigations to establish whether there has been a fraud, corruption or any other illegal activity affecting the financial interests of the EU:
 - the European Anti-Fraud Office (OLAF) under Regulations No 883/2013 and No 2185/96
 - the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
 - the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046. If requested by these bodies, the Beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format).

ARTICLE 11. Checks, reviews, audits, and investigations — NGI

Sargasso consortium's rights

1. The NGI Sargasso Consortium may, during the implementation of the Project and three years after the end of the NGI Sargasso project, which is **31/12/2025**, review the proper implementation of the Project and its compliance with the obligations under this Agreement, plus a possible extension for payments made at the end of the project.
2. Proceeding on behalf of the NGI Sargasso Consortium may be performed by the Consortium Coordinator or other partner indicated by the NGI Sargasso Consortium.
3. Article 10 should be applied accordingly.
4. The NGI Sargasso Consortium will formally communicate the review results to the Beneficiary. The Beneficiary may formally respond to the review report within 30 days ('contradictory review procedure').

ARTICLE. 12 Consequences of findings in checks, reviews, audits, and investigations —extension of findings

1. Findings in checks, reviews, audits or investigations carried out in the context of this Agreement may lead to the reduction of the grant, recovery of undue amounts and termination of the Agreement.
2. Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may lead to reviews and withdrawal, among other things, of other EU grants awarded under similar conditions ('extension of findings from this grant to other grants').
3. Moreover, findings arising from OLAF or EPPO investigation may lead to criminal prosecution under national law.
4. The EC, OLAF, ECA, EPPO and any other authorised EU or national authority may extend findings from other grants to this grant if the Beneficiary is found, in other EU grants awarded under similar conditions, to have



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

5. The Beneficiary will be formally notified of the list of irregularities and actions taken (in particular, the reduction of the maximum grant amount or termination of the Agreement).

ARTICLE 13. Ethics and values

1. The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.
2. The Beneficiary must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities) and take all measures to promote equal opportunities between men and women in the implementation of the Project and, where applicable, in line with the gender equality plan. They must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the Project, including at supervisory and managerial level.
3. If a Beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 23). Such breaches may also lead to other measures described in Articles 17-20 of this Agreement.

ARTICLE 14. Confidentiality and security

1. The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the project.
2. If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period.
3. Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.
4. The beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:
 - a. need to know it in order to implement the Agreement and
 - b. are bound by an obligation of confidentiality.
5. The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies. It may moreover disclose sensitive information to third parties, if:
 - a. this is necessary to implement the Agreement or safeguard the EU financial interests and
 - b. the recipients of the information are bound by an obligation of confidentiality.
6. The confidentiality obligations no longer apply if:
 - a. the disclosing party agrees to release the other party
 - b. the information becomes publicly available, without breaching any confidentiality obligation
 - c. the disclosure of the sensitive information is required by EU, international or national law.
7. The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444 14 and its implementing rules²).
8. Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.
9. If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 21).

² Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information



ARTICLE 15. Promoting the project — visibility of EU funding

1. The Beneficiary must promote its funded Project and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner. The beneficiaries will be encouraged to actively engage with the NGI Sargasso Marketing team, sharing information that supports a variety of communication efforts. The overarching goals of these efforts are multi-fold: firstly, to amplify the impact and online presence of the beneficiaries' projects, and secondly, to facilitate their presentation at events and other forums. An additional key objective is to use these beneficiaries as exemplars for our upcoming calls, showcasing their success stories and achievements as a testament to the potential impact and value of our funding program. By highlighting their journeys and outcomes, we aim to inspire and attract future applicants, demonstrating the tangible benefits and opportunities our program offers. This approach not only elevates the individual projects but also reinforces the credibility and appeal of the NGI Sargasso program as a catalyst for innovation and progress.
2. Any infrastructure, equipment and major results funded by the grant must display the EU emblem and NGI Sargasso project logo:



Funded by the
European Union



Co-funded by the
European Union



Funded by the
European Union



Co-funded by the
European Union



and include the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or European Commission. Neither the



European Union nor the granting authority can be held responsible for them. Funded within the framework of the NGI Sargasso project under grant agreement No 101092887.”

3. The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.
4. Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.
5. When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.
6. For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means
7. Where applicable (and if provided by the Beneficiary), the granting authority will insert the following information: “© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions.”

Article 16. Transparency and Public Disclosure Clause

1. Purpose of Disclosure: In the interest of promoting transparency, accountability, and the responsible use of public funds, NGI Sargasso shall make specific project details of the Subgrantee publicly available across various repositories.

2. Details Subject to Public Disclosure: The following details related to the Subgrantee's project shall be disclosed:

- Organisation Name: The official name of the Subgrantee's organisation and their US/Canadian collaborator, if any.
- Grant Received: The exact amount of funding awarded to the Subgrantee.
- Dates of Project Execution: The commencement and conclusion dates of the Subgrantee's project.
- Title of the Project: The official title or name of the Subgrantee's project.

3. Rationale for disclosure: Public disclosure ensures accountability of all subgrantees for the funds they receive and the projects they implement. Transparency in the use of public funds can bolster public confidence in the EC's initiatives and the projects it supports. Making project details public motivates organisations to use funds judiciously and for the intended purposes.

4. Only the details specified in this article will be disclosed. All other information, including but not limited to sensitive data, proprietary information, or intellectual property, shall remain confidential as per Article 17.



ARTICLE 17. Data protection

1. The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679³).
2. They must ensure that personal data is:
 - a. processed lawfully, fairly and in a transparent manner in relation to the data subjects
 - b. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
 - c. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
 - d. accurate and, where necessary, kept up to date;
 - e. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and;
 - f. processed in a manner that ensures appropriate security of the data.
3. The beneficiaries may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement.
4. The beneficiaries must ensure that the personnel is under a confidentiality obligation. The beneficiaries must inform the persons whose data are transferred to the granting authority and provide them with the Portal Privacy Statement.

ARTICLE 18. Intellectual Property Rights (IPRs)

1. All outcomes from the Project will solely belong to the Beneficiary.
2. Notwithstanding the above, any Result, including documents, source code, and APIs, will be shared under a lenient open-source license (like Apache v2.0 or similar) in public repositories.
3. NGI Sargasso does not back projects that focus on creating copyrighted proprietary developments, as mentioned in the Guidelines for Applicants.
4. The Contractor can access any Result to assess the ongoing activities in the NGI Sargasso project, even before its official release.

ARTICLE 19. Liability for damages

1. Liability of the NGI Sargasso Consortium or an NGI Sargasso Consortium Partner:
 - a. the NGI Sargasso 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;
 - b. the NGI Sargasso 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.
2. Liability of the Beneficiary:
 - a. except in case of force majeure, the team members bear joint and several liability and must compensate the NGI Sargasso Consortium or a respective Consortium Partner for any damage it sustains 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,

³ Regulation (EU) 2016/679 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, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).



- b. joint and several liability of the team members means that the NGI Sargasso Consortium or Consortium Partner may seek compensation from all or some of the team members indicated in the Agreement and the satisfaction of their claim by any team member releases the others from the obligation.
3. 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 wilful act or gross negligence.
4. The terms of this Agreement shall not be construed to alter or limit the statutory liability of either Party.
5. The EC is not a Party to this Agreement. 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.
6. The EC 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.

ARTICLE 20. Termination of the agreement

1. The granting authority may — during the process, at beneficiary termination, final payment or afterwards — reduce and/or suspend the grant for a beneficiary, if:
 - a. the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
 - I. substantial errors, irregularities or fraud or
 - II. serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
 - b. the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) 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 (see Article 12).
 - c. **If the beneficiary does not reach to corresponding percentage of KPI's fixed for each output, as mentioned in Article 5**
2. Either Party may terminate the Agreement.
3. Beneficiary has the right to withdraw a Project at any point in time, by informing NGI Sargasso Consortium. Obligations toward EC remain in force. Further payment of the grant will not be possible.
4. The NGI Sargasso Consortium may terminate the Agreement if:
 - a. Beneficiary no longer meets the eligibility criteria;
 - b. the Project has lost scientific or technological relevance;
 - c. the Beneficiary failed to achieve its milestones or KPIs or implement ethical recommendations within agreed deadlines without reasonable justification;
 - d. the grant is used by the Beneficiary in violation of the NGI Sargasso project and Horizon Europe fundamentals.
5. Before terminating the Agreement, the NGI Sargasso Consortium will formally notify the Beneficiary:



- a. informing it of its intention to terminate and the reasons why; and
 - b. inviting him, within 14 days of receiving notification, to submit observations and if applicable, to inform the NGI Sargasso Consortium of the measures to ensure compliance with the obligations under the Agreement.
6. If the NGI Sargasso Consortium does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify the Beneficiary of the termination and the date it will take effect. Otherwise, it will formally notify that the procedure is not continued.
7. The termination will take effect on the day specified in the termination notice.
8. The Beneficiary may not claim damages due to termination by the NGI Sargasso Consortium.
9. Termination has no effect on the provisions that normally continue to apply after the end of the Programme and duration of the Agreement.

ARTICLE 21: Rejection of payments

1. The NGI Sargasso 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.
2. Before rejecting the payment, NGI Sargasso 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.
3. If the NGI Sargasso 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).
4. If the NGI Sargasso 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 NGI Sargasso Consortium will recover the difference.

ARTICLE 22. Recovery of undue amounts.

1. The NGI Sargasso Consortium will claim back any amount that was unduly paid (it might happen also after the completion of the Project).
2. The NGI Sargasso Consortium 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.
3. If no observations are submitted or the NGI Sargasso Consortium 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.
4. If the payment is not made by the date specified in the debit note, the NGI Sargasso Consortium will recover the amount by taking legal action in accordance with the relevant national law.
5. The NGI Sargasso Consortium may offset the due amount, without the Beneficiary's consent, against any amounts owed to the Beneficiary by the NGI Sargasso Consortium.



6. 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).
7. Partial payments will be first credited against expenses, charges, and late-payment interest and then against the principal.
8. The Beneficiary bears all costs incurred in the recovery process by the NGI Sargasso Consortium.

ARTICLE 23. Final provisions

1. 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.
2. Amendments to this Agreement and its termination shall be made in writing and signed by the duly authorised representative of the Parties.
3. Any modification of the bank account shall be communicated to the NGI Sargasso Consortium Coordinator in written form.
4. The Beneficiary may not assign any of its claims for payment against the NGI Sargasso Consortium to any third party, except with the NGI Sargasso Consortium's prior written consent; otherwise, the assignment will be null and void.
5. 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.
6. The Beneficiary bears sole responsibility for abidance by its national law, in particular in relation to tax and social security and labour law.
7. By signing the Agreement, the Beneficiary confirms that it has read and understood these conditions and accepts them.

The Agreement enters into force on the day of signature by the NGI Sargasso Coordinator Representative or the Beneficiary, whichever is later, with the Agreement's effective date on [start date].

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 individual signing below hereby represents and warrants that it is duly authorised to execute and deliver this Agreement on behalf of the named Party and that this Agreement is binding upon the named Party in accordance with its terms.

For the Beneficiary

For the NGI Sargasso Consortium

[Date]

[Date]



ANNEX 1: OnCampus Programme

The OnCampus Programme will be led by **MWCB that counts with a long track-record in designing and implementing tech-transfer and incubation programmes** and a huge and excellent network of +30 mentors, 50 investors, +72 institutions (universities, research centres, technology centres, public authorities), +200 TTO and innovation managers, and has already connected +80 teams involving +200 researchers and +60 entrepreneurs.

The main goal of the OnCampus programme is to incubate the shortlisted technological projects. It has been specifically designed to generate a network of innovation professionals under the umbrella of one methodology to promote entrepreneurial culture and boost the deal flow of projects. Overall, we have defined the programme keeping in mind the following goals:

- **Stimulating cross-collaboration and exchange** – allowing EU teams to connect with US and Canadian teams to collaborate and being now part of the NGI Sargasso community, where we will share upcoming opportunities within the project or NGI community.
- **Reward excellence and impact** - only the best Experiments (criteria: overall concept, technology, team commitment and expected impact) will be selected and will continue in the programme.
- **From technology to business** - experiments will have a higher impact if early in the development process a business mindset and support is provided. Besides the business support, we aim at supporting teams to drive the research to marketable products/solutions -> a market driven research.

The programme will follow the Lean Launchpad (LLP) Methodology which is an entrepreneurship methodology created by Steve Blank^[1] to test and develop business models based on querying and learning from customers. This methodology has been successfully implemented by the National Science Foundation (NSF) from the US government on its I-Corps programme^[2]. Overall, the methodology is driven by the following pillars:

1. **EXPERIMENTAL LEARNING:** LLP methodology is a reversal of the traditional approach to entrepreneurship, which historically meant developing a business plan behind a desk, pitching it to investors, forming a team, building the product and then selling as hard as possible. LLP reduces the high, upfront costs that would normally come with developing and perfecting a product before debuting it to the world.
2. **SCIENTIFIC BASED METHOD:** LLP methodology is based on the scientific method that combines experimental learning with the 3-building blocks of a successful lean startup: “Business model canvas”, “Customer development model”, and “Agile engineering”. During the programme, teams interview potential customers to validate and invalidate hypotheses, as expressed in the Business Model Canvas.
3. **STRUCTURED PROCESS:** LLP methodology boils down several key components: i) Proposing a business opportunity in the form of a “hypothesis” about a need in the market; ii) defining the essential building blocks for the proposed hypothesis; iii) quickly testing the assumptions about the market and customer needs by getting out and talking to lots of people; iv) adjusting the product or service based on all the feedback and then launching a MVP.

In operational terms, **MWCB will provide the logic of the programme** and will adapt it to the needs of the experiments. It is important to mention, that not all the experiments will have the same duration, so the services offering will be different to all of them. NGI Sargasso will follow



an “*Next or Out*” policy, which means that we will demand teams to achieve a specific KPIs within a certain period of time, or else they will be managed out – leave the programme. This system embraces high achievers, keeping only projects with the potential to become market readiness products, and also provides a motivation for the teams to constantly be on their toes and exert themselves to the fullest. Moreover, by applying this policy we also ensure a responsible use of the Financial Support provided by the Commission, avoiding the misuse of public funds.

Regarding the support provided to NGI Sargasso selected applicants, **a preliminary catalogue of activities is listed**. This catalogue will be updated once the needs of the applicants have been addressed and after each cohort to implement the feedback received from programme’s participants. Moreover, partners could propose to substitute, change, or include new services oriented to adequate to the needs of the applicants during the project lifetime.

NGI Sargasso OnCampus Programme – Monthly Activities

Flipped Classrooms
(3h-Online)



Online LLP Video
Lectures



Mentoring & Coaching



Inspirational Talks



Out-of-the-Classroom
Activities





Annex 2: FINANCIAL IDENTIFICATION FORM (FIF)

Project EC: NGI SARGASSO

= mandatory fields Please use Capital letters and Latin Characters when filling in the form.

ORGANISATION

# LEGAL NAME of organisation	
# <i>Address</i> (streetname and number, postal code, city, country)	
# CONTACT PERSON <i>for financial/bank matters</i>	
# <i>Telephone of financial contact</i>	
# <i>Email of financial contact</i>	

BANK ACCOUNT ①

# BANK NAME	
<i>Branch address</i> (streetname and number, postal code, city, country)	
# Account name ②	
# <i>IBAN/Account number</i> ③	
# <i>BIC/SWIFT code</i>	
<i>Branch code</i> ④	

It is hereby certified that the information declared above is true and complete.

<i>Name and function of person authorised to sign on behalf of the organisation</i>
<i>Date and Signature of above authorised person</i>

<i>Bank Stamp + Signature of Bank representative</i> ⑤



- 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 also possible to attach a copy of RECENT bank statement instead of adding the bank stamp + signature of the bank representative. 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.



Annex 3 : KPIs description

9 months project

Stage	Month	Milestone	% within the stage	Payment
1	M1	Defining individual KPIs & Coaching Plan	Compulsory	
		Flipped Classroom	Compulsory	
		1 inspirational talk attendance	Compulsory	
	M2			1st payment of 10%
2	M3	Business model Canva	35	
		Video lectures	30	
		9 online webinars	30	
		1 inspirational talk attendance	5	
	M4			2nd payment of 30%
3	M6	Achievement of individual KPIs by Stage 3	100	
	M7			3rd payment of 30%
4	M9	Achievement of individual KPIs by Stage 4	80	
		Interviews	20	
		Final Report	Compulsory	
	M10			4th payment of 30%

Annex 4: Excel Simulation for payment depending on KPI completion

Annex 5: Beneficiary's proposal