



SUBGRANTEE AGREEMENT

IMPETUS 3rd open call for proposals

Table of Content

CONTRACTING PARTIES	3
GENERAL PROVISIONS	4
ARTICLE 1 – ENTRY INTO FORCE OF THE CONTRACT AND TERMINATION	4
ARTICLE 2 – OBLIGATIONS AND RESPONSIBILITIES OF THE BENEFICIARY	4
ARTICLE 3 – BREACH OF CONTRACTUAL OBLIGATIONS	4
ARTICLE 4 – FINANCIAL CONTRIBUTION AND FINANCIAL PROVISIONS	5
4.1. <i>Maximum financial contribution</i>	5
4.2. <i>Distribution of the financial contribution</i>	5
4.3. <i>Payment Amounts and schedule</i>	6
ARTICLE 5 – LIABILITY OF THE BENEFICIARY	6
ARTICLE 6 – CONFIDENTIALITY	7
6.1. <i>Principles</i>	7
6.2. <i>Obligations</i>	7
ARTICLE 7 – DATA PROTECTION	8
7.1. <i>Data protection obligations</i>	8
ARTICLE 8 – INTELLECTUAL PROPERTY RIGHTS	8
8.1. <i>Results of the Project</i>	8
ARTICLE 9 – FORCE MAJEURE	8
ARTICLE 10 – INFORMATION AND COMMUNICATION	9
10.1. <i>Information and communication towards the EC and IMPETUS Consortium</i>	9
10.2. <i>Information and communication among the Contracting Parties</i>	10
ARTICLE 11 – FINANCIAL AUDITS AND CONTROLS	11
ARTICLE 12 – ASSIGNMENT AND SUBCONTRACTING	12
ARTICLE 13 – LANGUAGE	12
ARTICLE 14 – AMENDMENTS	12
ARTICLE 15 – APPLICABLE LAW	12





ARTICLE 16 – SETTLEMENT OF DISPUTES12

ANNEX 1 – PROJECT WORK PLAN, DATA & ETHICS DOCUMENT AND PROJECT BUDGET15

ANNEX 2 – GUIDE FOR APPLICANTS.....15

ANNEX 3 – BANK ACCOUNT INFORMATION FORM.....15

ANNEX 4 – DECLARATION OF HONOUR.....15





CONTRACTING PARTIES

This Agreement is between the following parties:

On the one part,

ZABALA INNOVATION, S.A, (ZABALA) a private organization organized under the laws of Spain, established in Paseo Santxiki, 3 Bis, Mutilva (Navarra) – Spain, with C.I.F. A-31419773, duly represented by Ainhoa Zabala Versteeg, hereinafter referred as the “Contractor”. ZABALA acts on behalf of the IMPETUS Consortium.

and

On the other part,

The beneficiary

- [if a Legal entity]:

[Name of Legal Entity], with VAT number [...], organized under the laws of [...], established in [address], duly represented by [Name of legal representative and Position],

- [if a natural person]:

[**NAME_SURNAME**], a self-employee/natural person, with ID [ID_NUMBER] established in [ADDRESS and COUNTRY],

Hereinafter collectively referred as the “**Contracting Parties**”.

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 (hereinafter referred as the “Contract”).



GENERAL PROVISIONS

The European Commission (hereinafter referred as the “EC”) and the Contractor on behalf of the IMPETUS Consortium have signed the Grant Agreement no. 101058677 for the implementation of the project “IMPETUS” within the framework of the European Union’s Horizon Europe Research and Innovation programme (the “Grant Agreement”).

The beneficiary has received the favourable 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 Guide for Applicants of the IMPETUS open call (Annex 2).

The beneficiary is entitled to receive a **kickstarting/sustaining** grant.

The Contract aims at defining the framework of rights and obligations of the Contracting Parties for the development of the Project as defined in Annex 1.

The funds received by the beneficiary are owned by the EC. The Contractor is a mere holder and manager of the funds.

ARTICLE 1 – ENTRY INTO FORCE OF THE CONTRACT AND TERMINATION

This Contract shall enter into force on the day of its signature by the last Contracting Party.

The termination of the Contract will be subject to the terms and conditions set out in Annex 2 – Guide for Applicants.

ARTICLE 2 – OBLIGATIONS AND RESPONSIBILITIES OF THE BENEFICIARY

The obligations and responsibilities of the beneficiary are defined in detail in the Annex 2 - Guide for Applicants.

Additionally, the beneficiary shall take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, personal or any other interests liable to influence the impartial and objective performance of the Project. In case the beneficiary is involved in a conflict of interest or in a risk of conflict of interest, the beneficiary must formally notify this situation to the Contractor without delay and immediately take all the necessary steps to rectify this situation.

ARTICLE 3 – BREACH OF CONTRACTUAL OBLIGATIONS



In the event the Contractor identifies that the beneficiary:

- i. Breached its obligations under the Contract, including the lack of impartial or objective performance of the Project because of conflicts of interest;
- ii. Stopped to carry out its business object of this Contract and therefore is not able or willing to continue the Project;
- iii. Is engaged in a bankruptcy or receivership process.

The Contractor will give written notice requiring that such breach be remedied within 30 days.

In case the beneficiary has not brought remedies from the notice, the Contractor may decide to terminate the contract unilaterally.

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.

ARTICLE 4 – FINANCIAL CONTRIBUTION AND FINANCIAL PROVISIONS

4.1. Maximum financial contribution

The maximum financial contribution to be granted by the Contractor to the beneficiary shall not exceed the amount of Twenty Thousand Euros (20,000€) for kickstarting projects and Ten Thousand Euros (10,000€) for sustaining projects.

4.2. 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 Guide for Applicants. In any case, the financial grant to be paid will be always subject to:

- a favourable resolution by the evaluators and coaches responsible for assessing the Project in each of the stages (a set of KPIs will be set-up by coaches and their achievement monitored during the acceleration process execution)
- the prior written notice to the beneficiary of the date and amount to be transferred to its bank account (Annex 3 - Bank account information form), 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 its obligations and tasks as per Annex 2 - Guide for Applicants.



- The approval of this contract and all its clauses, in particular in relation to payments made to [Name of Legal Entity] by the Contractor is subject to the approval of the Work Plan, Data & Ethics document and Project Budget by SCIENCE FOR CHANGE, SL (SfC). The Contractor will only pay the payment amount set in Article 4 in case the Work Plan, Data & Ethics document and Project Budget are approved by SfC.
- Payments will be released no later than fifteen (15) natural days after the notification by the Contractor.
- The beneficiary is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

4.3. Payment Amounts and schedule

The payment schedule is directly linked to the relevant phase of the Project as per the Guide for Applicants (Annex 2).

The following maximum payments will be made to the beneficiary:

Project Type	Phase 1	Phase 2	Total
-	First payment (M2)	Second payment (M9)	-
Kickstarting projects	10,000 €	10,000 €	20,000 €
Sustaining projects	5,000 €	5,000 €	10,000 €

The beneficiary is entitled to receive exclusively those payments allocated to each specific stage of the Project provided that the conditions under Article 4.2 are met.

The allocated budget and corresponding payments for this [kickstarting/sustaining] project are:

Phase 1	Phase 2	Total
First payment (M2)	Second payment (M9)	
[Amount €]	[Amount €]	[Amount €]

ARTICLE 5 – LIABILITY OF THE BENEFICIARY

Neither the Contractor, nor the EC can be held liable for any acts or omissions of the beneficiary in relation to this Contract.

At the same time, the beneficiary is responsible for any act or omission that causes damage to the Contractor and/or the EC in relation to this Contract.





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

There is no joint liability between the Contracting Parties.

ARTICLE 6 – CONFIDENTIALITY

6.1. 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 the receiving Party undertake that:

- i. It will not, during the term of the Project and for a period of four (4) years from the expiration date of the IMPETUS Project on 30 June 2026, use any such information for any purpose other than in accordance with the terms of the Contract.
- ii. It will, during the term of the Project and for a period of four (4) years from the expiration date of the IMPETUS Project on 30 June 2026, 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:
 - a. Was, at the time of disclosure to the concerned Contracting Party, published or otherwise generally available to the public;
 - b. has, after disclosure to either of the Contracting Parties, been published or become generally available to the public otherwise than through any act or omission on the part of the receiving Party,
 - c. was already in the possession of the receiving Party, without any restrictions on disclosure, at the time of disclosure, or
 - d. was rightfully acquired from others without any undertaking of confidentiality; or
 - e. is subsequently independently developed by the receiving Party without use of the information provided by the disclosing party.
- iii. it will, during the term of the Project and for a period of four (4) years from the expiration date of the IMPETUS Project on 30 June 2026, 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.



- iv. it may disclose confidential information to their personnel or third parties involved in the action only if they:
 - a. need to know to implement the Contract, and
 - b. are bound by an obligation of confidentiality.

In case of breach of the confidentiality rules hereinabove set, the Contracting Party breaching the confidentiality will remain solely liable towards possible claims.

ARTICLE 7 – DATA PROTECTION

7.1. Data protection obligations

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.

ARTICLE 8 – INTELLECTUAL PROPERTY RIGHTS

8.1. Results of the Project

The results developed during the Project shall be exclusively property of the beneficiary that generates them.

ARTICLE 9 – 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 Contract, 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 Parties 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 Contract.

ARTICLE 10 – INFORMATION AND COMMUNICATION

10.1. Information and communication towards the EC and IMPETUS Consortium

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. Any communication or dissemination activity related to the action must use factually accurate information. 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: “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. Neither the European Union nor the granting authority can be held responsible for them”

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.

The EC and IMPETUS consortium 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 EC right to use a beneficiary's materials, documents and information includes:





- a) use for its own purposes (in particular, making them available to persons working for the EC 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);
- b) 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);
- c) 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);
- d) translation;
- e) giving access in response to individual requests under Regulation No 1049/2001, without the right to reproduce or exploit;
- f) storage in paper, electronic or other form;
- g) archiving, in line with applicable document-management rules, and
- h) 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 EC.

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.

10.2. Information and communication among the Contracting Parties

Any notice to be given under this Contract shall be in writing to the addresses and recipients listed above.

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



ARTICLE 11 – FINANCIAL AUDITS AND CONTROLS

The EC may, at any time during the implementation of the Project and up to three years after the payment of the balance of the IMPETUS project (foreseen for October 2026), arrange for audits to be carried out, by external auditors, or by the EC services themselves including the European Anti-Fraud office (OLAF) and the European Court of Auditors (ECA), on the beneficiary. 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 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 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 Contract, adequate records, and supporting documents to prove the proper implementation of the action until after three years after the payment of the balance of the IMPETUS project (foreseen for August 2026). These shall be made available to the EC upon request or in the context of checks, reviews, audits, or investigations.

In order to carry out the 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 EC may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the beneficiary concerned within two months of expiry of the aforesaid deadline.



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

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

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

ARTICLE 12 – ASSIGNMENT AND SUBCONTRACTING

The beneficiary shall not assign or transfer in whole or in part any of its rights or obligations under this Agreement without the Contractor express prior written consent.

ARTICLE 13 – LANGUAGE

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

ARTICLE 14 – AMENDMENTS

Amendments or changes to this Contract 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 Contract accordingly.

ARTICLE 15 – APPLICABLE LAW

This Contract shall be construed in accordance with and governed by the EU laws, supplemented if necessary, by the law of Spain

ARTICLE 16 – 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 Madrid.

Each of the Contracting Parties to the dispute shall appoint one (1) arbitrator and the two (2) arbitrators so appointed shall elect the presiding arbitrator. Should a Party to the dispute which should appoint an arbitrator fails to do so within fourteen (14) days of the delivery of the written notice to do so from the



other Party to the dispute or should the appointed arbitrators fail to reach agreement on the presiding arbitrator within fourteen (14) days after their appointment, such arbitrator shall be appointed in accordance with the Rules upon request of any of the Parties to the dispute.

The seat of arbitration shall be Madrid.

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

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

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





AS WITNESS:

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

For [ORGANISATION_NAME]
Mr/Ms [NAME SURNAME]
[POSITION_IN_ORGANISATION] (if organisation)

Signature
Done at [Place] on [Date]

For [ORGANISATION_NAME]
Mr/Ms [NAME SURNAME]
[POSITION_IN_ORGANISATION] (if organisation)

Signature
Done at [Place] on [Date]

For [ORGANISATION_NAME]
Mr/Ms [NAME SURNAME]
[POSITION_IN_ORGANISATION] (if organisation)

Signature
Done at [Place] on [Date]

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ANNEX 1 – PROJECT WORK PLAN, DATA & ETHICS DOCUMENT AND PROJECT BUDGET

This annex corresponds to the Work Plan, Data & Ethics document and Project Budget approved by SCIENCE FOR CHANGE, SL (SfC).

ANNEX 2 – GUIDE FOR APPLICANTS

[This refers to the Guide for applicants published by the time the call is open]

ANNEX 3 – BANK ACCOUNT INFORMATION FORM

ACCOUNT HOLDER (as declared to the bank)

Full name:

Identity card / password / Tax identification number in case of company:

Address:

BANKING DETAILS

Bank Name:

Address:

IBAN Code (Compulsory for European Countries):

Account number:

BIC / SWIFT code (Compulsory for all countries):

If needed, enter the same details corresponding to the intermediary bank.

Any remarks:

ANNEX 4 – DECLARATION OF HONOUR

[This refers to the Declaration of Honour submitted at proposal stage]